

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 20-05**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated June 16, 2020 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and CAL-CITY CONSTRUCTION, INC., a California corporation ("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 complete renovation and construction of a long-term bridge shelter at 3175 Airway Avenue, Costa Mesa, CA, including interior and exterior upgrades to the existing building that will include structural, mechanical, electrical, security, and plumbing improvements in accordance with the CITY's plans and specifications.

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

The Project is known as the Costa Mesa Permanent Bridge Shelter Facility (CDBG), 3175 Airway Avenue Project, City Project No. 20-05 ("Project").

2. CONTRACT DOCUMENTS.

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

- a. This Agreement;
- b. CONTRACTOR's bid, attached hereto as Exhibit A;
- c. Volumes I and II of the notice inviting bids, complete plans, profiles, and

detailed drawings and specifications, including general provisions and special provisions, and the addenda to such plans, profiles, and detailed drawings and specifications. Volume I and the addenda are attached hereto as Exhibit B. Volume II is incorporated by reference as if fully set forth herein;

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

The documents attached hereto are incorporated herein by this reference. Volume II of the plans and specifications and the Greenbook are 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 Arash Rahimian, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 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 Six Hundred Fifty-Five Thousand Dollars (\$3,655,000.00).

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 Fifty (150) calendar days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

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

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall

automatically terminate without any further action or notice by CITY.

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

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$3,900 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 Paragraph 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 WAGES.

This Project requires the payment of prevailing wages under California law. In accordance with Labor Code Section 1770, et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810, et seq., eight (8) hours is the legal working day. CONTRACTOR must forfeit to the CITY Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours for which CONTRACTOR does not pay overtime. CONTRACTOR is required to post a copy of such wage rates at all times at the project site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. CONTRACTOR also comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770, et seq., including Section 1776. CONTRACTOR shall comply with all statutory requirements relating to the employment of apprentices.

This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts apply and will be enforced.

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 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: Arash Rahimian

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

Cal-City Construction, Inc.
16605 Norwalk Blvd.
Cerritos, CA 90703
Attn: Woo S. Lim

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

Western Surety Company
818 West Seventh Street, Suite 930
Los Angeles, CA 90017
Attn: Vivian Imperial

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 AND ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

39. 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.

40. SECTION 3 ECONOMIC OPPORTUNITIES COMPLIANCE.

CONTRACTOR acknowledges that this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

CITY and CONTRACTOR agree to comply with HUD's regulations in 24 CFR Part 135 ("Part 135"), which implement Section 3. As evidenced by their execution of this Agreement, CITY and CONTRACTOR certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for

training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with Part 135 regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any subcontractor where CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled after CONTRACTOR is selected but before the Agreement is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent CONTRACTOR's obligations under 24 CFR Part 135. CONTRACTOR will execute the "Section 3 Compliance Affidavit," attached hereto as Attachment 2 and incorporated herein by reference, and understands its obligations thereunder. CONTRACTOR shall comply with each and every provision of the Affidavit, including without limitation the preparation and submittal to the CITY of a Section 3 Compliance Plan.

CONTRACTOR understands that noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.



41. FEDERAL REQUIREMENTS.

This Project is funded in whole or in part by federal funds and subject to the Federal Requirements set forth in Exhibit B to this Agreement. CONTRACTOR agrees to comply with said Federal Requirements and all federal requirements applicable to the project.

42. CORPORATE AUTHORITY.

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

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

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

Date: 7/16/20

CONTRACTOR

Woo S. Lim

Woo S. Lim
President

Date: 7/6/2020

ATTEST:

Brenda Green

Brenda Green
City Clerk



Date: 7/17/2020

Handwritten text, possibly a signature or name, located in the upper right quadrant of the page.



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 7/15/20

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 7/9/2020

APPROVED AS TO PURCHASING:



Carol Molina
Acting Finance Director

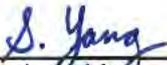
Date: July 8, 2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 7-13-2020



for Arash Rahimian
Project Manager

Date: 7/13/2020

EXHIBIT A
CONTRACTOR'S BID

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

PROPOSAL SCHEDULE

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE PERMANENT BRIDGE SHELTER FACILITY 3175 AIRWAY AVENUE COSTA MESA, CA, CITY PROJECT NO. 20-05, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. If awarded the contract, the undersigned agrees to commence the work under the contract within **TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE HUNDRED AND FIFTY (150) CALANDAR 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 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 Price Break Down

Description	Price*
(A) Price of Project (*)	\$ 3,455,000
(B) Allowances(**)	\$200,000
(A) + (B) = Base Bid	\$ 3,655,000

* Price includes the indirect cost and markup.

** Allowances are identified in Special Provisions SP-06-Allowances and Bid Item B of Technical Specifications. Allowances as set forth in the Contract Documents are to be used as compensation for items as set in the special provisions. The Allowance amounts are to be included in the total project base bid.


 Bidder's Initials

Contractor's Lawful Name **Cal-City Construction, Inc.**

Total written amount for Base Bid (using words):

\$ THREE MILLION SIX-HUNDRED FIFTY FIVE THOUSAND DOLLARS

Total amount for Base Bid (using numeric format):

\$ 3,655,000

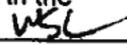
NOTE: A pre-bid video walkthrough of the existing site will be released by addendum. Because of the nature of this project, it is mandatory that bidding contractors view the pre-bid video walkthrough to become familiar with existing conditions. Bids will not be accepted from any contractor who does not acknowledge their receipt of the addendum, that will also serve to confirm they have viewed the pre-bid video walkthrough.

WJ
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 City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. (*) Schedule of Values shall be submitted before 4:00 PM of the 4th business days following the contract award. Business days exclude Saturday, Sunday, and City Holidays. Price includes the indirect cost and markup.
4. (***) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid Item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
5. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
6. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.
In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.


Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)
(Please Type or Print)

Total Amount of Lump Sum Bid including Allowances (in written words) THREE - MILLION
SIX - HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$ 3,655,000)
in figures
in figures

Contractor's Lawful Name: Cal-City Construction, Inc.

Bidder's Name: Woo S. Lim Bidder's Initials: WSL

Contractor's License No. 539265 Expiration: August 31, 2020

Contractor's PWC/DIR Registration Number: 1000004240

Contractor's Dun & Bradstreet Number: 175781285

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

Signature: [Signature] Date: May 22, 2020

Contractor's Address: 16605 Norwalk Blvd., Cerritos, CA 90703

Telephone Number: (562) 404-4820 Mobile No.: (714) 742-4423

Fax Number: (562) 404-4830 E-mail 1: jlim@cal-city.com

24-Hour Emergency Contacts: E-mail 2: wlim@cal-city.com

Sang Park Telephone Number: (562) 404-4820
Name Mobile No.: (562) 278-6438

James Lim Telephone No.: (562) 404-4820
Name Mobile No.: (714) 742-4423

Woo S. Lim Telephone No.: (562) 404-4820
Name Mobile No.: (562) 644-1426

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

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



Bidder's Initials

Respectfully submitted,

Cal-City Construction, Inc.

Contractor's Business Name
16605 Norwalk Blvd.
 Business Address: Street
Cerritos, CA 90703
 City State Zip
(562)404-4820
 Business Phone Number
Woo S. Lim, President
 Name Title
Fullerton, CA 92835
 City State Zip

Woo S. Lim, President

Contractor Title

 By Title
CSLB # 539265 Class. A, B, C-8, C36, HAZ
 Contractor's License No. and Classification
May 22, 2020
 Date
861 Clarion Drive
 Residence: Street
(562)404-4820
 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: **95-4169138**

Name **Woo S. Lim**
 Name _____
 Name _____

Can Sign

Must Sign

<input checked="" type="checkbox"/>

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

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.

Woo S. Lim, President
Woo S. Lim, Secretary
Woo S. Lim, Treasurer
James Lim, Manager






 Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

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

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

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
SELECTIVE DEMOLITION		CMM P.O. Box 4759 La Porte, CA 91744	992395 C21
SITE DEMOLITION		HORIZONS 432 N MENT'S AVE, ORANGE, CA 92865	825022 B, A, C12, C8
GRADING			
AC PAVING			
SITE CONCRETE			
PLANTING, IRRIGATION		TRANSAMERICA 1901 PEPPERDALE DR. RAINBOW HEIGHTS, CA 91744	91748 C27
SITE UTILITIES		J'S PIPELINE 1970 S BON VIEW AVE STE 16, ONTARIO, CA 91761	72755 C34
CONCRETE		KSM CONSTRUCTION 19204 S. FIGUEROA ST. #101 GARDENA, CA 90248	920909 B, C51, C8
METALS			
MODULAR RAMP			

W5L

W5L
Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

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

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

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
ROUGH CARPENTRY		KAAT CONSTRUCTION 4195 CHINO HILLS PARKWAY #628, CHINO HILLS, CA 91709	1013125 B, C9
Metal Stud, Drywall			WSL
Kitchen Equipment (Cabinet)		D2S CONTRACTOR 3825 ARTESIA BLVD. CERRITOS, CA 90703	932353 B
INSULATION			
CASEWORK		NEW STORE 807 E. ORANGE THURPE ST #8 ANAHEIM CA 92801	1037776 C6
DOOR, HARDWARE		CONSTRUCTION HARDWARE 216 PACIFIC STREET, PUNONA, CA 91786	515824 C61
WINDOWS, GLAZING		MCKERNAN 540 E. STUART AVE. Redlands, CA 92374	957427 C17
TILING		DTS COMPANY 18345 SIERRA HWY STE 15 SANTA CLARITA CA 91351	866165 C54
Roofing, Sheet Metal		CJK Construction 13219 Hill Dale Ave. Granada, CA 90249	1037776 C6
ACOUSTICAL CEILING		EXCEL ACOUSTICS 1327 CAPITOL ST. STE 102, CORONA, CA 92880	724517 C2
PAINTING		CRAMER PAINTING 4080 MISSION BLVD, MONTCLAIR, CA 91763	863959 C23

WSL
Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

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

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

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
TOILET PARTITION		GUBAL 736 61 ST STREET OAKLAND, CA 94608	418 396 C61
TOILET ACCESSORIES			
FIRE SPRINKLER		R T SHELTON 4085 E LA PALMA AVE STE A, ANAHEIM, CA 92807	
PLUMBING		BLUE LINE 6590 EIMMUSST DR, TOWNSHIP, CA 91442	642257 C36
HVAC		HOT TECH CONTRACTOR 7525 E INDEPENDENCE AVE #210 PARAMOUNT, CA 90723	924141 C20
ELECTRICAL		SK PACIFIC 18911 ALEXANDER AVE, TERRIBUS, CA 90703	693417 C10
LOW VOLTAGE			
SECURITY			
FIRE ALARM		PHILO-COMM SYSTEM 15531 CONTAINER LANE HUNTINGTON BEACH, CA 92649	612153 C9

WFL

WFL
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: Cal-City Construction, Inc. Phone: (562)404-4820
Address: 16605 Norwalk Blvd. Fax: (562)404-4830
Cerritos, CA 90703
Contact Person: James Lim No. of years in business: 35 Years
Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO
Type of work/services/materials provided by firm? General Contractor

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).

WSL
Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

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

KNOW ALL PEOPLE BY THESE PRESENTS:

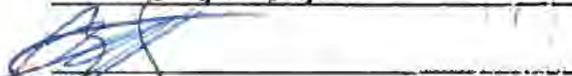
That we, Cal-City Construction, Inc. as principals, and Western Surety Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Amount Bid (\$ 10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 15th day of May, 2020.
Cal-City Construction, Inc. Western Surety Company



Woo S. Lim, President

William Syrkin, Attorney-In-Fact

Contractor/ Principal
(Notary Acknowledgement to be attached)

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

WSL
Bidder's Initials

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which caused the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of May, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, 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 Los Angeles)

On May 15, 2020 before me, C. L. Hernandez, Notary Public

Date Here Insert Name and Title of the Officer
personally appeared William Syrkin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal 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: _____

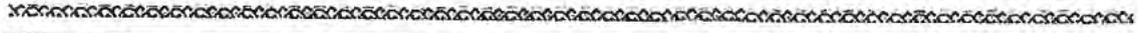
Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Western Surety Company

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 **May 21, 2020** before me, **Elizabeth Franco, Notary Public**
Date Here Insert Name and Title of the Officer

personally appeared **Woo S. Lim**
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 *Elizabeth Franco*
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: **Bid Bond** Document Date: **5/15/2020**

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: _____

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.



Cal-City Construction, Inc.
Contractor Firm Name
Woo S. Lim
Name of Principal
President

[Signature]
Signature

Subscribed and sworn to before me by:
Elizabeth Franco, Notary Public

This 21st day of May, 2020.

My Commission Expires: 10/05/2023

[Signature]
Notary Public

WSL
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: **May 22, 2020** _____

CONTRACTOR



Cal-City Construction, Inc.

Company Name

PROJECT:

**COSTA MESA PERMANENT BRIDGE SHELTER FACILITY
3175 AIRWAY AVENUE, COSTA MESA**

WSC

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

Federal Requirements (BID PROPOSAL)

Federal Lobbying Restrictions:

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
- or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

Design Engineer May Not Bid On Construction Contract

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

None Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: None Applicable		
(attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: 		Date: 5/22/2020
Print Name: <u>Woo S. Lim</u>		
Title: <u>President</u>		
Telephone No.: <u>(562)404-4820</u>		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 09-12-97

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: May 22, 2020



Woo S. Lim

Cal-City Construction, Inc.

Signature and Title of Bidder

Business Address 16605 Norwalk Blvd. Cerritos, CA 90703

Place of Business Same as above

Place of Residence Fullerton, CA

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not **X** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No **X**

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**AFFIRMATIVE ACTION QUESTIONNAIRE
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
 - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
 1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
 2. The resident population of the City as a whole; and
 3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
 4. The resident population of the unincorporated areas of the County contiguous to the City.
 - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing **President**

Signature  Date **May 22, 2020**

IMPORTANT: This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I _____ Prime Contractor _____
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.

2. Name and address of principal official or manager.

3. Name and address of principal officer of the company.

4. Name and address of parent company if an affiliated corporation.

5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)

6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)

7. _____
Signature and Title of Authorized Representative
8. _____
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? _____

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? _____
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
 - a) How many people participate in these programs? _____
 - b) How many are minorities? _____
 - c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? _____
5. Are any apprentices obtained from sources outside the employer's work force? _____ If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office _____

Newspapers or other media _____

High schools, including those in minority group areas _____

Local trade or vocational schools, including those with minority group students _____

Agencies and/or organizations specializing in minority employment _____

Federal or State apprenticeship representatives _____

Name _____

Other - Name _____

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? _____
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? _____
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

Part III

1. Have you a collective bargaining agreement with a labor union or other organization? _____

2. If yes, specify the union(s) or organization(s).

3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts?

4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?

5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? _____

6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts?

If so, specify _____

7. Specify the trade(s) or craft(s) involved in this contract.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE
OF PREVIOUS CONTRACTS OR SUBCONTRACTS
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND THE FILING OF REQUIRED REPORTS**

The
bidder **Cal-City Construction, Inc.**

proposed subcontractor

General Contractor

_____ hereby certifies that he has
 X has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EXHIBIT 1
SECTION 3 CLAUSE

This clause must be included in all Section 3 covered contracts and subcontracts and signed by contractor and his/her subcontractors.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions,

11/28/17

termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian self-determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preferences and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read the requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.



Signature

Woo S. Lim, President

Print Name and Title

May 21, 2020

Date

EXHIBIT 4
CITY OF COSTA MESA
SECTION 3 NEW HIRE AND BUSINESS CONCERN CALCULATION FORM

THIS FORM IS TO BE COMPLETED BY EACH CONTRACTOR AND HIS/HER SUBCONTRACTOR(S) AND RETURNED TO THE CITY BEFORE THE ISSUANCE OF A NOTICE TO PROCEED

To comply with Section 3 regulations a contractor **MUST** make an good faith effort to either hire Section 3 residents or subcontract with Section 3 Business Concerns (doing both is also acceptable). If no new hires are needed to complete the project, the contractor is **required** to make a good faith effort to subcontract with Section 3 Business concerns. Conversely, if no subcontracts are needed to complete the project, the contractor is now **required** to make a good faith effort to provide new hire opportunities. Consideration to the above should be given when establishing Section 3 goals.

Project Name: **Costa Mesa Permanent Bridge Shelter Facility (CDDGB)**
 Project Location: **3175 Airway Avenue, Costa Mesa, CA**
 Contractor Name: **Cal-City Constructuotion, Inc.**
 Contractor Contact: **James Lim, Vice President**
 Contractor Telephone #: **(562)404-4820**
 Project Start Date: **TBD** Project Completion Date: **150 Days After notice to proceed**

New Hire Calculation

List the number of new hires by type of trade/craft that will be needed to complete this project *(add pages if needed)*

NUMBER OF NEW HIRES	LIST TRADES/CRAFTS
TBD	
	Total New Hires

Total Section 3 Residents New Hires needed to comply with contract: **TBD** *(Multiply Total New Hires listed above by 0.30)*

Business Concern Calculations

Total Contract Amount: \$ **TBD**
 Section 3 Business Concerns Building Trades Goal *(Multiply "Total Contract Amount" by 0.10):* \$ **TBD**
 Section 3 Business Concerns Other Subject Contracts Goals *(Multiply "Total Contract Amount" by 0.03):* \$ **TBD**

I hereby agree to provide employment and business concern opportunities in the above stated amounts, in connection with this Section 3 project.

Woo S. Lim  **President**
 Authorized Contractor Representative Title

May 22, 2020
 Date

W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS

"A Statewide Publication for the State of California"

*The Voice of the Minority, Women, Disadvantaged, Small Business and Disabled Veteran
Contractors and other Business Enterprises.*

P.O. Box 892135, Temecula, CA 92589 (800) 570-7070 Fax (800) 548-4237

Official Proof of Publication

(COPY OF ADVERTISEMENT)

Requesting Sub Bids from Qualified MBE/WBE/DBE & Section 3 Business
Concern Subcontractors and Suppliers For The Following Project:

COSTA MESA PERMANENT BRIDGE SHELTER FACILITY

Project/Bid No. 20-05

Location: Costa Mesa, California

Contracting Agency: City of Costa Mesa

Bid Date/Time: May 22nd, 2020 @ 10:00 AM

Seeking: All Trades

CAL-CITY CONSTRUCTION, INC.

16605 Norwalk Boulevard, Cerritos, CA 90703

Phone: (562) 404-4820 Fax: (562) 404-4830

Contact: Elizabeth Franco

Payment & Performance Bonds may be required. We will assist with Bonds/
Insurance/Credit. Plans are available in our office. We are an E.O.E. & seriously
intend to negotiate with qualified MBE/WBE/DBE and Section 3 Business firms.

The Date(s) of Publication

Friday, May 15th, 2020 and Tuesday, May 19th, 2020

*I certify (declare) under penalty of perjury that the foregoing is true and correct. The above advertisement
was published statewide in W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS*



T Gleseman, Editor
W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS

the **THOMAS BID REGISTER**
A BI-WEEKLY TRADE PUBLICATION

P.O. Box 892135, Temecula, CA 92589 (800) 570-7070 Fax (800) 548-4237

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Project/Bid No. 20-05
Location: Costa Mesa, California
Contracting Agency: City of Costa Mesa
Bid Date/Time: May 22nd, 2020 @ 10:00 AM
Seeking: All Trades

CAL-CITY CONSTRUCTION, INC.

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T Gieseman, Editor
the THOMAS BID REGISTER

W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS

"A Statewide Publication for the State of California"

*The Voice of the Minority, Women, Disadvantaged, Small Business and Disabled Veteran
Contractors and other Business Enterprises.*

P.O. Box 892135, Temecula, CA 92589 (800) 570-7070 Fax (800) 548-4237

Official Proof of Publication

(COPY OF ADVERTISEMENT)

**Solicitando ofertas de negocios minoritarios calificados,
negocios de mujeres y negocios en desventaja**

Costa Mesa Permanent Bridge Shelter Facility - Proyecto Número 20-05

Ubicación: 3175 Airway Avenue, Costa Mesa, CA 92626

Agencia Contratante: Ciudad de Costa Mesa

Fecha de oferta 22 de Mayo de 2020- Tiempo de oferta 10:00am

Buscando todos los oficios de la construcción

CAL-CITY CONSTRUCTION, INC.

16605 Norwalk Boulevard, Cerritos, CA 90783

Teléfono: 562-404-4820 Numero de fax: 562-404-4830

Correo electrónico: efranco@cal-city.com

Persona de contacto: Elizabeth Franco

**Pagos y Bonos de Rendimiento podran ser requeridas. Asistiremos con Bonos,
Aseguranzas / Crédito. Los planes están disponibles en nuestra oficina. Somos una
empleadora de igualdad de oportunidades. Tenemos la intención de negociar
seriamente con negocios minoritarios, negocios de mujeres y negocios en desventaja**

The Date(s) of Publication

Tuesday, May 19th, 2020 and Friday, May 22nd, 2020

*I certify (declare) under penalty of perjury that the foregoing is true and correct. The above advertisement
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T Gieseman, Editor
W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS

the THOMAS BID REGISTER
A BI-WEEKLY TRADE PUBLICATION

P.O. Box 892135, Temecula, CA 92589 (800) 570-7070 Fax (800) 548-4237

Official Proof of Publication
(COPY OF ADVERTISEMENT)

**Solicitando ofertas de negocios minoritarios calificados,
negocios de mujeres y negocios en desventaja**

Costa Mesa Permanent Bridge Shelter Facility - Proyecto Número 20-05

Ubicación: 3175 Airway Avenue, Costa Mesa, CA 92626

Agencia Contratante: Ciudad de Costa Mesa

Fecha de oferta 22 de Mayo de 2020- Tiempo de oferta 10:00am

Buscando todos los oficios de la construcción

CAL-CITY CONSTRUCTION, INC.

16605 Norwalk Boulevard, Cerritos, CA 90703

Telefono: 562-404-4820 Numero de fax: 562-404-4830

Correo electrónico: efranco@cal-city.com

Persona de contacto: Elizabeth Franco

**Pagos y Bonos de Rendimiento podran ser requeridos. Asistiremos con Bonos,
Aseguranzas / Crédito. Los planes están disponibles en nuestra oficina. Somos una
empleadora de igualdad de oportunidades. Tenemos la intención de negociar
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The Date(s) of Publication

Tuesday, May 19th, 2020 and Friday, May 22nd, 2020

I certify (declare) under penalty of perjury that the foregoing is true and correct.
The above advertisement to be published statewide in the **THOMAS BID REGISTER**.



T Gieseman, Editor
the THOMAS BID REGISTER

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Cal-City Invitation to Bid: Costa Mesa Permanent Bridge Shelter (Section 3)



Jordan Han

To Cc James Lim; Elizabeth Franco

Bcc rduffy@americanintegrated.com; bectechoperations@gmail.com; tommy@dhgreenergy.com; habib@haidarglass.com; donna.plumbingsolutions@gmail.com; kay@nobst.net; desleharvey@br-electric.com; andre@socalremoval.com; info@techt24hrs.com; maria@tsproaf.com

Reply Reply All Forward Thu 5/14/2020 4:10 PM

Good afternoon,

Cal-City Construction would like to invite you to bid on the Permanent Bridge Shelter project located at 3175 Airway Ave in Costa Mesa, CA.

Project Info:

Bid date: May 22, 2020, 10 AM

Plans/Specs/Addenda: https://calcity-my.sharepoint.com/:f/g/personal/jordan_cal-city.com/EmpYKkTDhKofmym9bwK-MkYBo7pHdeWkr2101Nu_MRoctQ?e=SIH6da

Job walk video: <https://www.youtube.com/watch?v=mlUvwY8VXn4&feature=youtu.be>

This project is subject to Section 3 requirements of the Housing and Urban Development Act of 1968. We at Cal-City Construction want to make every effort to meet the new hire goals of 30% Section 3 residents/Business Concerns and contract goals of 10% of total contract value as well as finding Disadvantaged Business Enterprise partners. Compliance with these requirements fall on us as the prime contractor, but please take a moment to read the pertaining sections in Volume 1 City Specifications and Addendum #3.

We are always looking for great, new partnerships, and as a Section 3 contractor for Orange County, CA found on HUD.gov, we would like to have your company on board for this project.

Thank you for your time, and I look forward to hearing from you.

Best Regards,

Jordan Han

Associate, Pre-construction Services & Marketing

Cal-City Construction, Inc.

16605 Norwalk Blvd, Cerritos CA 90703

O 562.404.4820

F 562.404.4830

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Costa Mesa Permanent Bridge Shelter - SECTION 3 (Add#3)



Jordan Han

To James Lim Elizabeth Franco

Cc alexthulemeyer@bensasphak.com Matthew Terry: plans@alhedpaving.com; rodw@onyppaving.net; zaratecon@yahoo.com; stephen@sigrigolla.com; chungjustin; Radel, Michael; jsplpelininc.estimating@gmail.com; estimator@ramirezccinc.com; +74 others

Reply Reply All Forward ...

Thu 5/14/2020 3:46 PM

Good afternoon,

I wanted to follow up regarding the Costa Mesa Permanent Bridge Shelter project and take a moment to direct your attention to Addendum #3.

This project is subject to Section 3 requirements of the Housing and Urban Development Act of 1968. We at Cal-City Construction want to make every effort to meet the new hire goals of 30% Section 3 residents/Business Concerns and contract goals of 10% of total contract value as well as finding Disadvantaged Business Enterprise partners. Compliance with these requirements fall on us as the prime contractor, but please take a moment to read the pertaining sections in Volume 1 City Specifications and Addendum #3.

Please let me know if you plan to bid this project and if you qualify for Section 3 and/or DBE. As a reminder, this project bids at 10AM May 22, 2020. Thank you for your time, and I look forward to hearing from you.

Best Regards,

Jordan Han
Associate, Pre-construction Services & Marketing

Cal-City Construction, Inc.
15605 Norwalk Blvd, Cerritos CA 90703
O 562.404.4820
F 562.404.4830
www.cal-city.com



Attention all Qualified Section 3 Individuals:

Cal-City Construction, Inc. is offering training and potential Career Opportunities for positions in:

- **Construction Estimation**
- **On-site Project Management**
- **Construction Supervisor**
- **Construction Scheduling**

Cal-City Construction, Inc. has served a variety of clients in the construction industry in Southern California for more than three decades. Since it was founded in 1986, Cal-City Construction, Inc. has been involved in a wide variety of building types, occupancies and services.

Cal-City Construction, Inc., strives to bring value to our communities with our service and product by identifying the "best practices" in the construction industry and internalizing them to improve our own processes and systems.

To see if you qualify as a Section 3 individual under guidelines of the United States Department of Housing and Urban Development, please go to:

<https://www.hud.gov/section3>

Please contact the Cal-City office at (562) 404-4820 to learn more about these opportunities!

Jordan Han

Associate, Pre-construction Services & Marketing



Atención a todos los individuos calificados de la Sección 3:

Cal-City Construction, Inc. ofrece capacitación y posibles oportunidades de empleo para los siguientes puestos:

- **Cotizaciones en Construcción**
- **Encargado General de la obra en construcción**
- **Supervisor de la obra en construcción**
- **Planificación de la obra en construcción**

Cal-City Construction, Inc. ha servido a una variedad de clientes en la industria de la construcción en el sur de California durante más de tres décadas. Desde su fundación en 1986, Cal-City Construction, Inc. ha participado en una amplia variedad de tipos de edificios, ocupaciones y servicios.

Cal-City Construction, Inc., se esfuerza por aportar valor a nuestras comunidades con nuestro servicio y producto identificando las "mejores prácticas" en la industria de la construcción e internalizándolas para mejorar nuestros propios procesos y sistemas.

Para ver si califica como individuo de la Sección 3 bajo las pautas del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos, visite:

<https://www.hud.gov/section3>

¡Comuníquese a la oficina general de Cal-City al (562) 404-4820 para obtener más información sobre estas oportunidades!

Jordan Han

Associate, Pre-Construction Services & Marketing



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: APRIL 23, 2020

TO: ALL PERSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: **Woo S. Lim, President**

Company: **Cal-City Construction, Inc.**

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

NEW MANDATORY

<u>PRE-BID JOB WALK :</u>	1:00 P.M.,	Monday, May 4TH, 2020
<u>REVISED BID SUBMITTAL DATE:</u>	10:00 A.M.,	Friday, May 22ND, 2020
<u>REVISED BID OPENING DATE:</u>	2:00 P.M.,	Friday, May 22ND, 2020
<u>REVISED RFI (REQUEST FOR INTERPRETATION) DATE *:</u>	10:00 A.M.,	Tuesday, May 12TH, 2020
<u>REVISED REQUEST FOR THE USE OF EQUIVALENTS DEADLINE *:</u>	10:00 A.M.,	Tuesday, May 12TH, 2020

* Revision to notes 21 and 22 on Sheets B-4 and B-5 in the Information for Bidders Section of the project specifications are attached.

The new mandatory pre-bid job walk will be conducted on site at 3175 Airway. In consideration of the recent COVID-19 pandemic, social distancing practices will be maintained. Perspective bidders will be required to wear protective face coverings and will not be allowed to attend the job walk without practicing the prescribed safety precautions.

**Addendum No. 1
Project and Specifications No. 20-05**

To qualify to bid on the project, perspective bidders are required to attend the job walk and bring a business card with their name and company contact information printed on it and personal signature on the back. Signed business cards will be collected as a record of attendance.

Please acknowledge receipt of the attached NIB and specification changes on the Proposal Page "P-4".

Sincerely,

**Bobby Fouladi, P.E.
Associate Engineer**

**Attachments:
Revised 20-05 Notice Inviting Bid (NIB)
Revised Information for Bidders Sheets B-4 and B-5**



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628 1200

FROM THE DEPARTMENT OF PUBLIC SERVICES:ENGINEERING DIVISION

DATE: APRIL 30, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: **Woo S. Lim, President**

Company: **Cal-City Construction, Inc.**

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

MANDATORY

<u>PRE-BID JOB WALK DATE :</u>	1:00 P.M.,	Monday, May 4TH, 2020	NO CHANGE
<u>PRE BID JOB WALK LOCATION:</u>	3175 Airway	Costa Mesa, CA 92626	NO CHANGE
<u>BID SUBMITTAL DATE:</u>	10:00 A.M.,	Friday, May 22ND, 2020	NO CHANGE
<u>BID SUBMITTAL LOCATION:</u>	77 Fair Drive	Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	2:00 P.M.,	Friday, May 22ND, 2020	NO CHANGE
<u>BID OPENING LOCATION:</u>	Due to COVID-19 safety measures there will be not be a public Bid Opening.		NO CHANGE

ADDENDUM 2 PLAN UPDATES: Summary and plans per Borders Architects Attached.

PRE-RECORDED VIDEO OF PRE-BID JOB WALK (Mandatory Job Walk Still Required):

Click Link → <https://youtu.be/mfUwwY8VXn4>

**Addendum No. 2
Project and Specifications No. 20-05**

To qualify to bid on the project, perspective bidders are required to attend the on-site pre-bid job walk per Addendum No.1 (at 3175 airway, 1:00pm, Monday, May 4th 2020) and bring a business card with their name and company contact information printed on it and personal signature on the back. Signed business cards will be collected as a record of attendance. The pre-recorded job-walk video has been provided as an additional reference only and will not qualify bidders in lieu of the mandatory on-site pre-bid job walk.

Please acknowledge receipt of the attached NIB and specification changes on the Proposal Page "P-4".

Sincerely,

**Bobby Fouladi, P.E.
Associate Engineer**

**Attachments:
Borders Architects Addendum 2 Plan Summary (2 pages)
Borders Architects Addendum 2 Plan Updates (20 pages)**



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: MAY 8, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 3 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: **Woo S. Lim, President**

A handwritten signature in blue ink, appearing to read "Woo S. Lim", written over a horizontal line.

Company: **Cal-City Construction, Inc.**

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

<u>BID SUBMITTAL DATE:</u>	10:00 A.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID SUBMITTAL LOCATION:</u>	77 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	2:00 P.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID OPENING LOCATION:</u>	Due to COVID-19 safety measures there will be not be a public Bid Opening.	NO CHANGE
<u>REVISED E-MAIL ADDRESS:</u>	Please send acknowledgment of all published addendums to bobby.fouladi@costamesaca.gov.	
<u>SPECIFICATION CORRECTION:</u>	Replace page SP-25 of the project specifications with the attached revised page SP-25 Addendum No. 3.	
<u>SPECIFICATION ADDITION:</u>	Add section 2-3.2 Self Performance to the project specifications.	
<u>SPECIFICATION ADDITION:</u>	Add Compliance to Section 3 Requirement to the Information for Bidders Section of the specifications.	

- The recipient (or contractor/subcontractor if applicable) will have the burden of demonstrating why it was not feasible to meet the numerical goals set forth by HUD. Justification should include impediments encountered despite actions taken.
9. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no contractor or sub-contractor shall discriminate in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
 10. **CITY'S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
 11. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful Bidder prior to award of the Contract.
 12. **RETENTION:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as the escrow agent, and City shall then pay such moneys to the Contractor. Refer to the Sample Contract for further clarification.
 13. **ADDITIONAL REQUIREMENTS:** This Project is subject to local, State, and Federal regulations and requirements, as detailed in the bid packet and contract documents.

NOTE: A MANDATORY PRE-BID JOB WALK WILL CONDUCTED ON SITE AT 3175 AIRWAY, COSTA MESA CA, AT 1:00 P.M. ON MAY 4, 2020 .

For further information regarding this Project, please contact Arash Rahimian at Arash.Rahimian@costamesaca.gov

Published in Addendum 1 April 23, 2020



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES-ENGINEERING DIVISION

DATE: MAY 18, 2020
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: ADDENDUM NO. 4 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Woo S. Lim, President

A blue ink signature of Woo S. Lim, President of Cal-City Construction, Inc.

Company: Cal-City Construction, Inc.

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

<u>BID SUBMITTAL DATE:</u>	10:00 A.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID SUBMITTAL LOCATION:</u>	77 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	2:00 P.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID OPENING LOCATION:</u>	Due to COVID-19 safety measures there will be not be a public Bid Opening.	NO CHANGE
<u>REVISED E-MAIL ADDRESS:</u>	Please send acknowledgment of all published addendums to bobby.fouladi@costamesaca.gov.	
<u>PRE BID RFI LOG:</u>	City's Pre-Bid RFI LOG with questions and responses	
<u>ADDENDUM 4 PLAN UPDATES:</u>	Summary and Plans per Borders Architects.	

THE PRE-BID RFI LOG: Addresses RFI(s) to date. The RFI Log with both the RFI questions and responses is included in this addendum as **Attachments 1**.



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628 1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: MAY 19, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 5 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: **Woo S. Lim, President**

Company: **Cal-City Construction, Inc.**

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

BID SUBMITTAL DATE: 10:00 A.M., Friday, May 22ND, 2020 NO CHANGE

BID SUBMITTAL LOCATION: 77 Fair Drive Costa Mesa, CA 92626 NO CHANGE

BID OPENING DATE: 2:00 P.M., Friday, May 22ND, 2020 NO CHANGE

BID OPENING LOCATION: Due to COVID-19 safety measures there will be not be a public Bid Opening. NO CHANGE

REVISED E-MAIL ADDRESS: Please send acknowledgment of all published addendums to bobby.fouladi@costamesaca.gov.

PRE BID RFI LOG: City's Pre-Bid RFI LOG with updated questions and responses.

THE PRE-BID RFI LOG: Addresses RFI(s) to date including questions proposed on 5/14/2020. The RFI Log with both the RFI questions and responses is included in this addendum as Attachment 1.

PROJECTS REFERENCES FOR THE PAST FIVE YEARS

PROJECT	DESCRIPTION	OWNER	ARCHITECT	CONTRACT AMOUNT	COMPLETION DATE
Rose Hills Hua Yuan Ceremonial Complex 3888 Workman Mill Rd. Whittier, CA 90601	New Construction	SCI Management Corporation (713) 525-9088	D.S. Ewing Architects, Inc. 723 E. California Blvd Pasadena, CA 91106 (626) 584-0860	\$ 6,588,472.00	2020
Rose Hills Hillside Witness Crematory 4828 South Workman Mill Rd. Whittier, CA 90601	New Construction	RH Mortuary Corporation 1929 Allen Parkway Houston, TX 77019-0548	D.S. Ewing Architects, Inc. 723 E. California Blvd Pasadena, CA 91106 (626) 584-0860	\$ 610,234.00	2020
Artesia Retail 12146 & 12148 South Street Artesia, CA 92728	Renovation	Artesia Investors, LLC PO Box 2003 Artesia, CA 90702	Arcal Group 1435 E. Sahnwood West Covina, CA 91791 (626) 590-2368	\$ 461,791.00	2019
Lee Residence Remodel 76 S. Fremont Place Los Angeles, CA 90005	Renovation	Mrs. Hee Sook Lee 76 S. Fremont Place Los Angeles, CA 90005 (213) 382-6860	Pica + Sullivan Architects, Ltd. 5900 Wilshire Blvd., Suite 1540 Los Angeles, CA 90036 (323) 653-7124	\$ 1,829,200.00	2019
900 Wilshire Exterior Façade & Lobby Remodel 900 Wilshire Blvd Santa Monica, CA 90401	Remodeling	Sterling Real Estate Group, LLC 900 Wilshire Blvd. Santa Monica, CA 90401 (310) 466-6631	Stuvare Architecture 3324 Grand View Blvd. Los Angeles, CA 90066 (310) 748-7649	\$ 2,578,290.00	2019
KAO Center of Santa Monica 900 Wilshire Blvd. Santa Monica, CA 90401	Interior Improvements	Sterling Real Estate Group, LLC 900 Wilshire Blvd. Santa Monica, CA 90401 (310) 466-6631	StudioMA, Inc. 22231 Mulholland Highway, Suite 203 Calabasas, CA 91302 (818) 225-2440	\$ 2,248,300.00	2019
Vermont Distribution Center 20000 S Vermont Ave. Los Angeles, CA 90502	New Construction	Park & Lauren, LLC 2550 S. Dominguez Hills Dr. Compton, CA 90220 (310) 532-0009	DK Design Workshop, Inc. 818 S Broadway #1000 Los Angeles, CA 90014 (323) 591-0432	\$ 3,530,800.00	2019
14631 Beach Blvd Commercial Building 14361 Beach Blvd. Westminster, CA 92683	New Construction	Mr. Phu Nguyen 9455 Bolsa Ave., #E Westminster, CA 92683 (714) 206-6151	Chae Bahng, Architect 16605 Norwalk Blvd. Cerritos, CA 90703	\$ 3,800,000.00	2019

PROJECTS REFERENCES FOR THE PAST FIVE YEARS

731 Broadway Commercial Building 731 South Broadway Los Angeles, CA 90014	Renovation	Soho Fashion, Inc. 928 South Main Street Los Angeles, CA 90014 (714) 720-9387	Chao Behng, Architect 16605 Norwalk Blvd. Cerritos, CA 90703	\$ 2,197,300.00	2019
Warner Plaza 10830 Warner Ave. Fountain Valley, CA 90502	New Construction	Iglobal Realty & Co 10840 Warner Ave Fountain Valley, CA 92708	rin Architects 3821 W. MacArthur Blvd # 117 Santa Ana, CA 92704 (714) 554-0106	\$ 1,429,345.00	2019
Frontier Logistics T I 14439 S. Avalon Blvd Gardena, CA 90248	Renovation	Frontier Logistics 1700 N. Alameda Street Compton, CA 90222 (714) 397-1125	Source Architecture, Inc. 16605 Norwalk Blvd. Cerritos, CA 90703 (714) 309-7444	\$ 359,800.00	2018
12th Street Industrial Building 13420 12th Street Chino, CA 91710	New Construction	Dominion Property Partners, LLC 2811 Wilshire Blvd. Suite 400 Santa Monica, CA 90403	MacDavid Albert and Associates, Inc. 9281 Irvine Blvd Irvine, CA 92618	\$ 4,100,000.00	2018
AVEK-Antelope Valley E. Kern Water Agency 6450 W. Avenue N. Palmdale, CA 93551	Renovation	Antelope Valley - East Kern Water Agency 9500 W Ave N, Palmdale, CA 93551	Antelope Valley Engineering, Inc. 129 West Ponderosa St. Lancaster, CA 93534 (881) 948-0805	\$ 7,073,000.00	2018
Hyundai Corrosion Testing Facility 5759 Highway 58 California City, CA 935085	New Construction	Hyundai Engineering America, Inc. 111 Peters Canyon Rd. Irvine, CA 92006	SBL Architecture 3700 Wilshire Blvd. #265 Los Angeles, CA 90010	\$ 2,396,175.00	2017
West 1st Street Retail Bldg A&B Façade Improvement	Remodeling	First Newport Plaza LLC PO Box 3029 Huntington Beach, CA 92605	Cal-City Construction, Inc. 16605 Norwalk Blvd. Cerritos, CA 90703 (562) 404-4620	\$ 670,000.00	2017
Lothian Residence Hall Seismic Upgrades University of California, Riverside Riverside, CA 92521	Remodeling	University of California, Riverside 1223 University Ave. Suite 240 Riverside, CA 92521	Carier Johnson & Culture 1055 West 7th Street 33rd Floor Los Angeles, CA 90017	\$ 2,973,000.00	2017
Carmelitos Kitchen Rehabilitation Project Phase 1 1000 E. Via Wanda Long Beach, CA	Remodeling	The Community Development Commission of the County of Los Angeles 700 W. Main Street Alhambra, CA 91801 Paul Shih (626) 262-4511 paul.shih@lacdc.org	Integrated Design Services, Inc Peters Canyon Road, Suite 130 Irvine, CA 92614 (949) 387-8500	\$ 910,000.00	2017

PROJECTS REFERENCES FOR THE PAST FIVE YEARS

Los Nietos Library 8511 Duches Drive Whittier, CA 90606	Remodeling	The Community Development Commission of the County of Los Angeles 700 W. Main Street Alhambra, CA 91801	EMAR Studio for Public Architecture 3341 Helms Avenue Culver City, CA 90232 (310) 508-9390	\$ 4,372,000.00	2017
Yvonne Burke -John D. Ham Park Community 11832 Atlantic Ave. Lynwood, CA 90262	Remodeling	City of Lynwood 11330 Bulis Road Lynwood, CA 90262 Lorry Hampe (310) 603-0220 x500 lhampe@lynwood.ca.us	LPA, Inc 5161 California Ave. Suite 100 Irvine, CA 92617 (949) 261-1001	\$ 4,650,000.00	2017
South Whittier Library CDC 15-004 11543 Colima Rd Whittier, CA 90604	Renovation	The Community Development Commission of the County of Los Angeles 700 W. Main Street Alhambra, CA 91801 Jeffrey Biben (626) 586-1773 jeffrey.biben@laccdc.org	EMAR Studio for Public Architecture 3341 Helms Avenue Culver City, CA 90232 (310) 508-9390	\$ 8,056,200.00	2017
Lomita Library CDC15-036 24200 Narbonne Ave Lomita, CA 90717	Remodeling	The Community Development Commission of the County of Los Angeles 700 W. Main Street Alhambra, CA 91801 Eric Chow (626) 262-4511 Eric.chow@laccdc.org	Carde Ten Architects 1638 Nineteenth Street Santa Monica, CA 90404	\$ 1,950,000.00	2017
Repair Hanger 2305 163-CES-March Air Reserve Base, CA	Renovation	California Air National Guard 183 Civil Engineering Squadron 5237 Air Guard Way Suite 23 Bldg 2276 March ARB, CA 92579 Ssgt. Aaron Lay (951) 655-3563 aaron.r.lay2.mil@mail.mil	Mead & Hunt, Inc. 9600 NE Cascades Pkwy Suite 100 Portland, OR 97220 Tel (503) 548-1494	\$ 5,115,000.00	2017
IDIQ for Repair & Alterations "USDC 9th Floor Chambers Build Out"	Renovation	Public Building Service (PBS) Los Angeles Service Center Henry Huynh Henry.huynh@gsa.gov	Tectonics 501 W. Broadway, Suite 210 San Diego, CA 92101	\$ 981,530.00	2017

PROJECTS REFERENCES FOR THE PAST FIVE YEARS

<p>The Utilities Upgrades of (56) Buildings at Rancho San Pedro Housing Development IFB 1763-A 275 West First Street Los Angeles, CA 90731</p>	Renovation	<p>Housing Authority of the City of Los Angeles 2600 Wilshire Blvd. Los Angeles, CA 90057 John Price (213)252-5416 John.Price@hacia.org</p>	<p>Cai-City Construction, Inc 16605 Norwalk Blvd. Cerritos, CA 90703 Tel (562)404-4820 Fax (562)404-4830 Contact: Paul Kim</p>	\$ 2,445,000.00	2017
<p>Utilities Re-Piping and Upgrade of (101) Buildings at Ramona Gardens 1748-A 2830 Lancaster Ave. Los Angeles, CA 90033</p>	Remodeling	<p>Housing Authority of the City of Los Angeles 2600 Wilshire Blvd. Los Angeles, CA 90057 John Price (213) 252-5416</p>	<p>Cai-City Construction, Inc 16605 Norwalk Blvd, Cerritos, CA 90703 Tel (562) 404-4820 Fax (562) 404-4830 Contact: Paul Kim</p>	\$ 2,699,000.00	2016
<p>The Agoura Hills Recreation Center Site Rehabilitation Project 28900 Ladyface Ct. Agoura Hills, CA 91301</p>	Remodeling	<p>City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Contact: Chris Dodd, Project Manager Tel : (818)597-7317 Fax: (818)597-7341</p>	<p>Roesling Nakamura Terada Architects 285 N. Ventura Ave. #102 Ventura, CA Tel: (805) 628-5330 Fax: (805) 628-5350</p>	\$ 8,230,000.00	2015
<p>SBVC- Applied Technology Renovation Project 701 S. Mount Vernon San Bernardino, CA 92410</p>	Renovation	<p>San Bernardino Community College District 114 S. Del Rosa Drive San Bernardino, CA 92408 Contact: Bob Jenkins Tel (909) 382-4000</p>	<p>HMC Architects 3548 Concours Street Ontario, CA 91784 Contact: Nicolas Casolari Tel (909) 989-9979</p>	\$ 2,154,000.00	2015
<p>Hyperion Treatment Plant Pregerson Building 1200 Vista del Mar. Playa del Rey, CA 90283</p>	Remodeling	<p>City of Los Angeles Bureau of Contract Administration 1149 S. Broadway Suite 300 Los Angeles, CA 90015 Contact: Silas Minor P.E. Tel (310) 648-6255</p>	<p>Fernald Architecture Interiors 4821 E. Second Street Long Beach, CA 90803 Contact: Leslie Gentile Tel (562)285-5588</p>	\$ 1,890,000.00	2015
<p>Fountain Valley Town Center, Face Lift (Phase-2) 16045 Brookhurst Street Fountain Valley, CA 92708</p>	Remodeling	<p>US Millenium, LP 16153 Brookhurst Street Fountain Valley, CA 92708 Hal (714)724-8308</p>	<p>Danielian Associates 60 Corporate Irvine, CA 92606 Tel (949) 484-6030</p>	\$ 305,000.00	2015
<p>La Habra Heights City Hall 1245 N. Hacienda Road La Habra Heights, CA , 90631</p>	Remodeling	<p>City of La Habra Heights 1245 N. Hacienda Road La Habra Heights, CA 90631 Contact: Dave Nichols Cell (562) 450-3222 Office (562) 694-8302</p>	<p>Ewing Architects, Inc AIA 723 E. California Blvd. Pasadena, CA 91106 Tel (626) 584-0860 Fax (626) 584-5905</p>	\$ 1,945,300.00	2014

PROJECTS REFERENCES FOR THE PAST FIVE YEARS

<p>El Camino Library 4264 East Whittier Blvd. Los Angeles, CA 90023 Bld No. CDC13-114</p>	<p align="center">Remodeling</p>	<p>The Community Development Commission of the County of Los Angeles 700 W. Main Street Alhambra, CA 91801 Contact: Jeffrey Biben (626)586-1773</p>	<p>Carde Ten Architects 1638 19th Street Santa Monica, CA 90404 Tel: (310) 453-4427 Fax:(310) 453-5515 E-mail: erik@cardeten.com Contact: Erik Marr</p>	<p align="right">\$ 2,388,000.00</p>	<p align="right">2014</p>
<p>Fire Protection System Improvements of State Hospitals Project Number: 133197/A Contract Number: 3169253 Metropolitan LA 11401 Bloomfield Ave Norwalk, CA 90650</p>	<p align="center">Fire Protection Systems Improvements</p>	<p>State of California Department of General Services Project Management Branch 707 Third Street Suite 3-305 West Sacramento, CA Contact : Don Hansen (916) 376-1663</p>	<p>Interactive Resources 117 Park Place Point Richmond, CA 94801 Tel: (510) 236-7435 Fax: (510) 232-5325 Contact: Charles Beavers</p>	<p align="right">\$ 1,389,000.00</p>	<p align="right">2014</p>
<p>Internal Services Department (ISD) Special Three(3) Projects - Puente Hills New Tower - Hauser Peak New Tower - Bald Mountain New Tower 18794 Vantage Pointe Rowland Heights, CA 91748</p>	<p align="center">New Construction</p>	<p>County of Los Angeles Department of Public Works</p>	<p>Barbara L. Hall PE, Inc. 318 West Evergreen Avenue. Monrovia, CA 91016 Tel (626) 256-3220 Fax (626) 256-3218</p>	<p align="right">\$ 3,363,260.00</p>	<p align="right">2014</p>
<p>Anaheim Convention Center Security Enhancements (phase II) 800 W. Kalella Ave. Anaheim, CA 92802</p>	<p align="center">Remodeling</p>	<p>The City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA 92805 (714) 485-4311</p>	<p>Grvena Associates Architecture Planning Interiors 6330 San Vicente Blvd. # 200 Los Angeles, CA 90048 (323) 937-4270</p>	<p align="right">\$ 1,735,000.00</p>	<p align="right">2013</p>
<p>New Classroom Bldg. for Oswalt Academy Project 19501 Shadow Oak Drive Walnut, CA 91789</p>	<p align="center">New Construction</p>	<p>Rowland Unified School District Contact: Marcos Rodriguez (626) 912-0665</p>	<p>Adolph Ziemba AIA & Associates, Inc. 601 S. Glenoaks Blvd, #400 Burbank, CA 91502 (818) 841-2585</p>	<p align="right">\$ 4,165,445.00</p>	<p align="right">2013</p>
<p>Nogales High School Campus and Library & CTE 401 Nogales Street La Puente, CA 91744</p>	<p align="center">Remodel</p>	<p>Rowland Unified School District Contact: Marcos Rodriguez (626) 854 8378</p>	<p>LPA, Inc. 5161 California Ave. Irvine, CA 92617 (949) 261-1001</p>	<p align="right">\$ 7,898,274.50</p>	<p align="right">2013</p>
<p>Victorville Office Reconfiguration DMV 14855 Corta drive Victorville, CA 92395</p>	<p align="center">New Construction</p>	<p>Department of General Services Contact: James Frolich (916) 376-1770</p>	<p>Roesling Nakamura Terada Architects, Inc. 363 Fifth Ave. San Diego, CA (619) 233-1023 Fax (619) 233-0016</p>	<p align="right">\$ 2,290,000.00</p>	<p align="right">2013</p>

EXHIBIT B

**NOTICE INVITING BIDS, COMPLETE PLANS, PROFILES, AND DETAILED DRAWINGS
AND SPECIFICATIONS – VOLUME I**

**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA**

NOTICE TO BIDDERS, PROPOSAL, CONTRACT PROVISIONS, AND
MISCELLANEOUS CONTRACT DOCUMENTS FOR

**PERMANENT BRIDGE SHELTER FACILITY
3175 AIRWAY AVENUE, COSTA MESA, CA**

CITY PROJECT NO. 20-05

VOLUME 1



Copy No. _____ Checked by _____

**VOLUME 1
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**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids for furnishing all labor, materials, equipment, transportation and such other facilities as may be required for:

**COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG),
3175 AIRWAY AVENUE, COSTA MESA
CITY PROJECT NO. 20-05**

1. **BID OPENING:** Sealed bids will be received by the City of Costa Mesa (City) at the Office of the City Clerk, 77 Fair Drive, Costa Mesa, California, before a submittal deadline of **10:00 A.M., Wednesday, May 27, 2020**. 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 its bid is received in proper time.
As a precautionary measure in response to the COVID-19 pandemic, a public bid opening will not be allowed and the following measures are being taken to ensure the health and safety of all parties during the bid opening process:
On the day of the submittal deadline, sealed proposals intended to be delivered in person to the City Clerk's office, Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, California 92626 will be received at a table outside of City Hall in front of the north entry doors. Provided they are received by the City Clerk's office before the submittal deadline, sealed proposals will also be accepted by post mail.
The bid opening will be conducted at **10:00 A.M., Monday, June 1, 2020** by the City Clerk. NO public viewing of the bid opening will be allowed due to precautions related to COVID-19. Upon opening all the valid submitted bids, and verifying their contents, the City Clerk's office will contact each bidder via email and distribute the results and summary of the bid opening.
2. **BID CONTENTS:** All bids must be submitted on the proposal form included in the bid packet. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements. Each bid must be submitted in a sealed envelope addressed to the City Clerk with the Project Name, Project Number, and name of the bidder typed or clearly printed on the envelope. The sealed envelope shall not contain other distinguishing marks.
3. **BID DOCUMENTS:** Complete bid packets will be available electronically, at no cost, via CIPLIST.com (a third-party website) at <http://ciplist.com/plans/?CostaMesa/city/11556>. Hard copies will NOT be available for purchase from the City.
All bidders must register with CIPLIST.com in order to retrieve plans, specifications, addenda, bidders list, etc. It is the responsibility of prospective bidders to download and print the bid documents for review and bid. It is also 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 confirmation 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 confirmation 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.

4. **BID SECURITY**: Each bid must be submitted with a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid. No bid will be considered unless accompanied by such certified check, cashier's check, or bid bond.
5. **CONTRACTOR'S LICENSE**: A valid Class "B" Contractor License (General Building Contractor) issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code Section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
6. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**: Pursuant to California Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Section 1725.5.
7. **PREVAILING WAGES**: This is a federally assisted construction contract subject to prevailing wage requirements of the Davis-Bacon and Related Acts. Generally, the applicable Federal wage decision is the one in effect ten (10) days prior to bid opening; it can be located online at <http://www.wdol.gov/dba.aspx>. This Project is a "public work" subject to State prevailing wage requirements. In the event of a conflict between the Federal and State wage rates, the higher of the two will apply. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all workers employed on the Project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with the Public Services Department of the City of Costa Mesa and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the Director's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
8. **SECTION 3 REQUIREMENT**: This project is subject to Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic development opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons. Federal regulations set numerical goals for meeting the "greatest extent feasible" requirement for recipients of Section 3 covered community development assistance, contractors and subcontractors.
New Hire Goals: Minimum 30% aggregate number of new hires shall be Section 3 residents and/or Section 3 Business Concerns.
Contract Goals: 10% of total dollar amounts of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction or other public construction.
Section 3 covered contracts do not include contracts for the purchase of supplies and materials, however, contracting with Section 3 Business Concerns for supplies and materials is encouraged. HUD recommends a recipient try to meet both employment and business concern contracting goals.

The recipient (or contractor/subcontractor if applicable) will have the burden of demonstrating why it was not feasible to meet the numerical goals set forth by HUD. Justification should include impediments encountered despite actions taken.

9. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no contractor or sub-contractor shall discriminate in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
10. **CITY'S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
11. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful Bidder prior to award of the Contract.
12. **RETENTION:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as the escrow agent, and City shall then pay such moneys to the Contractor. Refer to the Sample Contract for further clarification.
13. **ADDITIONAL REQUIREMENTS:** This Project is subject to local, State, and Federal regulations and requirements, as detailed in the bid packet and contract documents.

NOTE: A PRE-BID JOB WALK WILL BE RECORDED ON VIDEO FOR DISTRIBUTION TO BIDDERS THAT DOWNLOAD THE BID DOCUMENTS AND REGISTER AT [HTTP://CIPLIST.COM](http://CIPLIST.COM)

For further information regarding this Project, please contact Arash Rahimian at Arash.Rahimian@costamesaca.gov

Published April 22, 2020

Brenda Green, City Clerk, City of Costa Mesa

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The 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, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Each Bidder is responsible for acknowledging addenda.

2. **QUALIFICATION OF BIDDERS:** Only Licensed Contractors, authorized to do business under the laws of the State of California and that are able to meet the following criteria will be eligible to submit a bid:
 - A. Contractors bidding to the City shall have a minimum five (5) years continuous experience as prime on projects of comparable quality, size, complexity and type.
 - B. Contractors bidding to the City shall have completed as the prime three (3) projects of comparable quality, size, complexity and type.
 - C. Subcontractors shall meet the above two requirements as it pertains to their Work.
 - D. Within three (3) calendar days of request by City, Contractor shall submit evidence of compliance to the above qualifications and a list of all work performed, both complete and incomplete, within the previous five (5) years including the names and phone numbers of the City and Architects.
 - E. Before a contract is awarded, the City may, at its sole discretion, require from the proposed contractor evidence of their ability to faithfully, capably, and reasonably perform such proposed contract within the Contract Time and for the Contract Amount, and may consider such evidence before making a decision on the award of such proposed contract.

3. **BID SECURITY:** 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 shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) days after a written Notice of Intent to Award Contract is deposited in the mail.

4. **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”
COSTA MESA PERMANENT BRIDGE SHELTER FACILITY
CITY PROJECT NO. 20-05
In the
CITY OF COSTA MESA – DO NOT OPEN WITH REGULAR MAIL

8. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

A pre-bid job walk will be recorded on video and shall be released as a bid addendum.

9. **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.
10. **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.
11. **INTERPRETATION OF PLANS AND DOCUMENTS:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in,

or omissions from the drawings and specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The bidder submitting the Request for Interpretation (RFI) shall utilize the form included within this Information for Bidder (Page B-6) and shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation. Work not particularly specified in the specification or detailed on the contract drawings but involved in carrying out their intent, or in the complete and proper execution of the Work, is required and shall be performed by the Contractor.

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

12. **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.
13. **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, his construction experience, and his organization and plant facilities available for the performance of the contract.
14. **BID DEPOSIT RETURN:** Deposits of three of more low bidders, the number being at the discretion of the City, will be held for (60) sixty days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
15. **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 responsible bidder, or may call for new bids.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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. It will be the responsibility of the bidder to contact the City prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the bid.
21. **QUESTIONS TO THE ENGINEER:** *Pre-bid Request for Interpretations (RFIs) shall be submitted by May 15, 2020 at 10:00 am. RFIs requests submitted after the advised date may not receive a response. Substitution proposals will only be considered during the bidding phase.*
22. **EQUIVALENT MATERIALS:** *Requests for the use of equivalents to those specified, must be submitted to the City. Substitution proposals will only be considered during the bidding phase. All substitution proposal requests shall be*

submitted to the City for review no later than May 15, 2020 at 10:00 am. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.

23. **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
24. **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.
25. **ASSEMBY 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 INTERPREPARATION OF CONTRACT DOCUMENTS

COSTA MESA PERMANENT BRIDGE SHELTER FACILITY, CITY PROJECT 20-05

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

PROPOSAL SCHEDULE

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **PERMANENT BRIDGE SHELTER FACILITY 3175 AIRWAY AVENUE COSTA MESA, CA, CITY PROJECT NO. 20-05**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. If awarded the contract, the undersigned agrees to commence the work under the contract within **TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE HUNDRED AND FIFTY (150) CALANDAR 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 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 Price Break Down

Description	Price*
(A) Price of Project (*)	
(B) Allowances(**)	\$200,000
(A) + (B) = Base Bid	

* Price includes the indirect cost and markup.

** Allowances are identified in Special Provisions SP-06-Allowances and Bid Item B of Technical Specifications. Allowances as set forth in the Contract Documents are to be used as compensation for items as set in the special provisions. The Allowance amounts are to be included in the total project base bid.

 Bidder's Initials

Contractor's Lawful Name _____

Total written amount for Base Bid (using words):

\$ _____

Total amount for Base Bid (using numeric format):

\$ _____

NOTE: A pre-bid video walkthrough of the existing site will be released by addendum. Because of the nature of this project, it is mandatory that bidding contractors view the pre-bid video walkthrough to become familiar with existing conditions. Bids will not be accepted from any contractor who does not acknowledge their receipt of the addendum, that will also serve to confirm they have viewed the pre-bid video walkthrough.

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 City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. (*) Schedule of Values shall be submitted before 4:00 PM of the 4th business days following the contract award. Business days exclude Saturday, Sunday, and City Holidays. Price includes the indirect cost and markup.
4. (**) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
5. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
6. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.
In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)
(Please Type or Print)

Total Amount of Lump Sum Bid including Allowances (in written words) _____

_____ (\$ _____)
in figures
in figures

Contractor's Lawful Name: _____

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

Contractor's License No. _____ Expiration: _____

Contractor's PWC/DIR Registration Number: _____

Contractor's Dun & Bradstreet Number: _____

Contractor's Taxpayer I.D. Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

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

Fax Number: (_____) _____ E-mail 1: _____

24-Hour Emergency Contacts: _____ E-mail 2: _____

_____ 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,

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 ventures.

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

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

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

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

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/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 Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

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

KNOW ALL PEOPLE BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

IN WITNESS WHEREOF:

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

Contractor/ Principal
(Notary Acknowledgement to be attached)

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

Bidder's Initials

CONTRACT ASSURANCE

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

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

Bidder's Initials

NONCOLLUSION AFFIDAVIT

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

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

This ___ day of _____, 20__.
My Commission Expires: _____

Notary Public

Bidder's Initials

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

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

Dated: _____

CONTRACTOR

Company Name

PROJECT:

**COSTA MESA PERMANENT BRIDGE SHELTER FACILITY
3175 AIRWAY AVENUE, COSTA MESA**

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



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

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

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

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

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

Bidder/Applicant/Proposer

Date

**SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION
PROJECTS**

Refer to "FR" pages within the Special Provisions Section and the following seven (7) pages.

Federal Requirements (BID PROPOSAL)

Federal Lobbying Restrictions:

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
- or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

Design Engineer May Not Bid On Construction Contract

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**AFFIRMATIVE ACTION QUESTIONNAIRE
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
 - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
 1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
 2. The resident population of the City as a whole; and
 3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
 4. The resident population of the unincorporated areas of the County contiguous to the City.
 - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing _____

Signature _____ Date _____

IMPORTANT: This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I _____ Prime Contractor _____
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.

2. Name and address of principal official or manager.

3. Name and address of principal officer of the company.

4. Name and address of parent company if an affiliated corporation.

5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)

6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)

7. _____
Signature and Title of Authorized Representative

8. _____
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.

2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? _____

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? _____
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
 - a) How many people participate in these programs? _____
 - b) How many are minorities? _____
 - c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? _____
5. Are any apprentices obtained from sources outside the employer's work force? _____ If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office _____

Newspapers or other media _____

High schools, including those in minority group areas _____

Local trade or vocational schools, including those with minority group students _____

Agencies and/or organizations specializing in minority employment _____

Federal or State apprenticeship representatives _____

Name _____

Other - Name _____

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? _____
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? _____
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

Part III

1. Have you a collective bargaining agreement with a labor union or other organization? _____
2. If yes, specify the union(s) or organization(s).

3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts?

4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?

5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? _____
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts?

If so, specify _____

7. Specify the trade(s) or craft(s) involved in this contract.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE
OF PREVIOUS CONTRACTS OR SUBCONTRACTS
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND THE FILING OF REQUIRED REPORTS**

The
bidder _____
_____, proposed subcontractor

_____, hereby certifies that he has
_____, has not _____, participated in a previous contract or subcontract subject to the
equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246,
and that, where required, he has filed with the Joint Reporting Committee, the Director
of the Office of Federal Contract Compliance, a Federal Government contracting or
administering agency, or the former President's Committee on Equal Employment
Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity
Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be
submitted by bidders and proposed subcontractors only in connection with
contracts and subcontracts which are subject to the equal opportunity clause.
Contracts and subcontracts which are exempt from the equal opportunity clause
are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of
\$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the
Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a
previous contract or subcontract subject to the Executive Orders and have not
filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the
award of contracts and subcontracts unless such contractor submits a report
covering the delinquent period or such other period specified by the Federal
Highway Administration or by the Director, Office of Federal Contract
Compliance, U.S. Department of Labor.

**Part 1
CITY PROVISIONS**

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 latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply.

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-19 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 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 two (2) 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 therefor.

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)

Michael Benesh, PE, PLS
Robin B. Hamers & Associates, Inc.
234 E. 17th Street, Suite 205, Costa Mesa, CA
92627
(p) 949-548-1192
Email: mlbenesh@robhamers.com

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: msmartythe@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

SCE (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)

Nick Mukanos
7333 Bolsa Ave.
Westminster, CA 92683
(o) 714-895-0210
Email: nick.mukanos@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: wbaldelomar@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
Svcs
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

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 Services
(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 its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

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

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

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

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

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

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

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

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

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

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

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 streets 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 non-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 complete renovation and construction of a long-term bridge shelter at 3175 airway avenue including interior and exterior upgrades to the existing building that will include structural, mechanical, electrical, security, and plumbing improvements. The shelter will provide a fresh start for up to 100 guests so they may effectively pursue permanent housing opportunities.

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:

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

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

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

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

- b. **Work by subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor’s actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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

The Provisions of Public Contract Code (PCC) § 9204 will apply to all contract work, a reference to this PCC is provided on page 22 of General Provisions.

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 issued by the City. Said work shall be diligently prosecuted to completion before the expiration of **One Hundred and Twenty (150) 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 \$3,900.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in section 6-7 above.

Section 7-8 – Water Pollution Control

Stormwater Best Management Practices (BMPs)

All work, submittals, materials, calculations, analysis, plans and all other items as necessary to develop and implement Best Management Practices and Water Pollution Control in accordance with the approved City plan and as required by law, and shall comply with all requirements of the Water Quality Act, including requirements established and enforced by the state and local Regional Water Quality Control Board, and the City stormwater quality permit requirements. Contractor shall not discharge or permit to be discharged to any street, channel, river, storm drain, or any appurtenances thereof, any non-rain water or other liquid from the project site or from operations pertaining to the project site without first obtaining a valid National Pollution Prevention Discharge Elimination System (NPDES) permit unless the discharge is specifically exempt or conditionally exempt. Contractor shall implement all necessary Best Management Practices (BMP's) to ensure that any conditionally exempt discharge meets all current requirements of Water Quality Control Board and the City.

Erosion and Sediment Control Plans

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

General Construction Activity Permit

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

The Contractor or their representative shall have an account with the State Waterboard's webportal the SMARTS (Storm Water Multiple Application and Report Tracking System). The Contractor or their representative shall contact the City with their userID so that the City may grant the Contractor or their representative access as a Data Submitter.

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

The Contractor shall complete the Annual Report and NOT within SMARTS. Once the City has been notified, the City will review and submit to the State for processing.

A copy of the latest permit is available at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

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

Stormwater 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, REAPs, monitoring, sampling, rain gauge records, weather reports, submitting pictures of every third storm, non-authorized discharge reports, Ad-Hoc reports, Annual Reports, post construction BMPs and other requirements of the SWPPP.

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

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

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

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.

Section 300-1.3 Removal and Disposal Of Materials

No burning will be permitted.

Owner requires that project generate the least amount of trash and waste possible. Section 017419 includes administrative and procedural requirements for the following:

- Salvaging nonhazardous demolition and construction waste.
- Recycling nonhazardous demolition and construction waste.
- Disposing of nonhazardous demolition and construction waste.
- Designated Waste Management Firm: Owner has retained a waste-management firm to deal with waste generated from this project. Contractor shall contract with selected firm for collection containers and disposal. Designated firm will manage all recyclable materials.
- Related Requirements: Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements. And as further described in General Specification Section 017419 – Construction Waste Management and Disposal.

Part 3 SPECIAL PROVISIONS

ARTICLE SP-01 - GENERAL – ADDITIONS/MODIFICATIONS

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 Supplement Provisions shall have precedence.

ARTICLE SP-02 – SPECIFICATIONS

- A. Where portions of these Specifications are written in imperative form, the imperative language is directed to the Contractor, unless specifically noted otherwise.
- B. Specification Paragraphs:
- 1) Specification Paragraphs titled “Summary” or “Description of Work” are not intended to “scope” the Section nor imply a trade responsibility, but serve merely as a listing of significant items in the Section to allow the reader to quickly assess the Section content.
 - 2) Similarly, specification Paragraphs titled “Related Documents” are not intended to coordinate the Contractor’s work, but merely indicate where certain other significant items that may be related to the work of the Section are indicated and/or specified.

C. Specification Definitions:

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

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

Days mean calendar days.

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

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

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

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

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

Furnish means to supply material or items requiring further installation.

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

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

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

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

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

Plan(s) shall mean the same as Drawings

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

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

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

Project Schedule - The "Project Schedule" is the schedule produced by the General Contractor of the combined itemized CPM schedules activities to complete the scope of work within the Contract Documents. General Contractor shall staff the project sufficiently to maintain the project schedule durations and

milestones. The schedule will be monitored and tracked by the General Contractor and submitted for review monthly to the City.

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

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

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

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

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

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

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

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

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

Work of the Contractor or Subcontractor shall include all labor, services, materials, products, equipment, supplies, apparatus, and the like, necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who

performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work).

D. Addenda and Deferred Approvals

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

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

E. Specification Interpretation

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

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

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

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

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

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

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

F. Rules of Document Interpretation

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

Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked, or specified.

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

furnish, upon request, information as to how copies of the standards referred to may be obtained.

- 12) Where it is required in the Specifications that materials, products, processes, equipment or the like be installed or applied in accordance with manufacturers' instructions, directions, or specifications, it shall be construed to mean that said application or installation shall be in strict accordance with the printed instructions furnished by the manufacturer of the materials considered for use under conditions similar to those at the job site. Eight copies of such instructions shall be furnished to the City through e-Builder .
- 13) Where ever an article, device or piece of equipment is referred to in singular number, such reference applies to all such articles shown on Drawings or required to complete the installation.

ARTICLE SP-03 BUILDING PERMIT

Building permit will be obtained and paid for by the City. Other required permits are the responsibility of the Contractor. Reference the General Conditions.

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

A. REQUEST FOR INTERPRETATION ("RFI")

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

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

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

(7) calendar days, excluding City Observed Holidays, the Architect shall notify the Contractor, with a copy to the Inspector and the City, of the amount of time that will be required to respond as defined in the General Requirements.

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

A. DOCUMENTS AND SAMPLES AT THE SITE

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

B. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

Submittals defined Shop Drawings. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and

descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, products, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units' usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

1. **Samples.** The term "samples" as used herein are physical examples furnished

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

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

"The Contractor has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the shop drawings that does not conform to the contract documents. This shop drawing has been coordinated with all other shop drawings received to date by Contractor and this duty of coordination has

not been delegated to subcontractors, material suppliers, City, Architect, or the Engineer(s) on this Project.

Signature of Contractor and Date

3. **Extent of Review.** In reviewing shop drawings, the City and Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's and City's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's and City's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and shop drawings and Work which is not indicated on the shop drawings at the time of submission of shop drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the submittals or Contract Documents.
4. **Drawing and Submission Procedure - Transmittal Letter and Other Requirements.** All submittals and shop drawings shall be submitted through e-Builder and shall be properly identified with the name of the Project, submittal number organized by division, dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively by division, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
5. **Copies Required.** Each submittal shall be electronically submitted through e-Builder for each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Upon final approval of one hard copy shall be submitted to City or Architect. Subcontractor shall submit electronically through e-Builder in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing

dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the City or Architect.

6. **Corrections.** The Contractor shall make all corrections required by Architect and shall resubmit electronically through e-Builder within seven (7) calendar days, as required by Architect or City, corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect or City on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor.
7. **Approval Before Commencement of Work.** No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor, City, and Architect, and approved by the Architect, unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.
8. **Sample Submissions Procedure - Samples Required.** In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, transmittal notification of samples shall be submitted electronically through e-Builder. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the submittal number, and Specification section number. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
9. **Labels and Instructions.** All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions.
10. **Architect's Review.** The Architect and City will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or City's) standard

procedures with twenty-one (21) calendar days through e-Builder.

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

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

12. **Equipment Manuals.** Contractor shall obtain and furnish, in the quantity described in Section: Contract Closeout of the General Requirements; complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders and where practical also through electronic format via e-Builder. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior

to submittal of Contractor's Application for Final Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders and where practical also through electronic format via e-Builder, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the City.

13. **City's Property.** All shop drawings, computer disks, annotated specifications, samples and other submittals shall become the City's property upon receipt by the City or Architect.
14. **Substitutions - One Product Specified.** Whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." The Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents. Subject to the requirements specified in Article 17.
15. **Products Specified Which are Commercially Unavailable.** If the Contractor fails to make a request for substitutions for products and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the City's discretion. The written approval of the City, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The City may condition its approval of the substitution upon the delivery to City of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the City, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and deducted via Change Order.
16. **Substitution Request Form.** Requests for substitutions of products, materials, or processes in place of the Specified Item must be in writing to the City's (refer to Contract Documents)
The Request Form must be accompanied by evidence as to whether the

proposed substitution:

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

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

Substitution proposals will only be considered during bidding phase. All substitution proposal requests shall be submitted to the City for review no later than May 15, 2020 at 10:00 am. Failure to meet said time period shall constitute a waiver by the Contractor and an acceptance of the specified materials. Late submittals may be considered only when the City consents in writing that it is in the City's best interests.

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

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

17. **List of Manufacturers and Products Required.** The Contractor shall require all Subcontractors to prepare and submit to the Contractor, within thirty (30) days of execution of the Subcontract, comprehensive lists, submitted through e-Builder, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Contractor's or Architect's approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, required by the Contract Documents, but rather shall be considered as a base from which more detailed submittals shall be developed for final review by the Contractor, City and the Architect.

18. **Deferred Approvals** - Deferred approvals shall be submitted and transmittal notification of the deferred material and processed pursuant to the requirements of the Contract Documents and Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 21 California Code of Regulations section 17(g) and Title 24 California Code of Regulations section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's.

ARTICLE SP-06 ALLOWANCE(S) (Referenced Specification 012100-Allowences)

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

1	<u>Allowance No. 01</u> – Mitigate structurally unsound existing members.....	\$ 50,000.00
2	<u>Allowance No. 02</u> – Hazardous Materials Abatement.....	\$ 50,000.00
3	<u>Allowance No. 03</u> – Unmarked utility mitigation.....	\$ 50,000.00
4	<u>Allowance No. 04</u> – Unsuitable soil mitigation... ..	\$ 50,000.00

ARTICLE SP-07 SCHEDULE OF OPERATION

- A. Time is of the essence in the performance of this Contract.
- B. The City shall issue to Contractor a Notice to Proceed designating the starting date on which Contractor shall begin work. The Contractor shall diligently prosecute the work from such date to completion within the time specified in the Contract Documents or any adjustments thereof.
- C. The Contractor shall not begin work in advance of receiving the Notice to Proceed.
- D. Construction activities shall be performed between the hours of 7:30 a.m. and 4:00 p.m

Monday through Friday. No Work shall be performed on City observed Holidays. Traffic and Pedestrian lane closures will only be permitted between the hours of 8:30 a.m. – 3:30 p.m., Monday through Friday. No work shall be performed outside the above hours without prior written authorization from the City.

ARTICLE SP-08 CONTRACTOR COOPERATION

- A. Within the overall Project, the Contractor shall coordinate their work, as required, with the other contractors.
- B. The Contractor shall remove all debris, temporary facilities, or other items that may interfere with the other contractor's ability to perform their work.
- C. Regarding contractor logistics and site constraints:
 - 1. Logistics: prior to commencement of WORK, CONTRACTOR shall prepare and submit to the City, a detailed PROJECT specific Site Logistics Plan in legible size, setting forth CONTRACTOR plan of WORK relative to the following items:
 - a) Hauling route shall be in accordance with local ordinances. A truck access route to and from PROJECT site.
 - b) The identification of any overhead wire restrictions for power, lighting, signal or cable.
 - c) Pedestrian walkways and ADA pathway access and closure requirements.
 - d) Protection of sidewalk, walkways, pedestrians and vehicular traffic.
 - e) PROJECT site fencing and access gate locations.
 - f) Construction parking.
 - g) Material staging or delivery areas.
 - h) Material storage areas.
 - i) Temporary trailer locations.
 - j) Temporary service location and proposed routing of all temporary utilities.
 - k) Location of temporary or accessible fire protection.
 - l) Trash removal and location of dumpsters.
 - m) Concrete pumping locations.
 - n) Steel storing locations.
 - o) Operation equipment access route.
 - p) Crane locations.
 - q) Location of portable sanitary facilities.
 - r) Mixer truck wash-out locations.
 - s) Traffic control signage.
 - t) Perimeter and site lighting.
 - u) Stockpile or lay down areas.

- v) Security lighting.
 - w) Fire Access.
 - x) Project signage locations.
2. Underground pipe and trenching for utility point of connections
3. Length of open trench at any one time to be coordinated with the City and trench plate plan to be submitted for review and approval by City.
4. Utilities Services Shut Downs, Tie-ins and Start-Ups.
5. FF&E: When project has reached Substantial Completion for each Phase 1 and Phase 2, the Contractor Installation of Furniture, Fixtures and Equipment (FF&E) and Information Technology (IT) vendors may start delivery and installation of systems. CONTRACTOR will be required to coordinate and allow access for these items and any additional City vendors that are identified.

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

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

ARTICLE SP-10 UNDERGROUND SURVEY OF EXISTING UTILITIES

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

Regional Notification Center.

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the

Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time.

Utilities - Removal and Restoration

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

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

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

Existing Utility Lines; Removal, Relocation

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

1. The City will furnish an existing utility survey as-built for reference.
2. The Contractor shall hire an independent underground utility locator service company to identify and verify existing underground utilities within the scope of work. All cost and fees associated with this work shall be at the Contractor's own expense and included in the base bid.
3. Upon completion of the independent underground utility locator survey and prior to any excavations, Contractor's superintendent and subcontractor are required to conduct an onsite field verification of existing conditions, shall mark-out the utilities, and transfer all information to a working utility as-built. Contractor's utility survey as-built shall be submitted to City.

4. In the event an existing utility service is interrupted or damaged, the Contractor shall be required to make all necessary repairs within 4-hrs. The City, at their discretion, shall calculate and assess liquidated damages against the Contractor for disruption to City Operations, including but not limited to, extended loss of utility services. Contractor shall furnish to the City an on-call emergency repair contact list of contacts/companies, consisting of, but not limited to, fiber optics, communications, signal, gas, water, electric and sewer.
5. Adjustment of the Contract Amount, Milestones and/or Contract Time will be allowed to the extent the existence of such revealed conditions directly causes an increase in Contractor cost and/or time of performance of the Work shall be subject to the conditions noted above.
6. Contractor shall not be entitled to an adjustment in the Contract Amount, Milestones and/or Contract Time if: (1) Contractor was aware of the condition at the time of the bid; (2) The existence of discovery of the condition could have been discovered as a result of any examination, investigation, exploration, test and/or examination of the Project Site and areas adjoining the Project Site as required by the Bid Documents prior to Contractor submission of Bid.
7. Contractor failed to provide notice in accordance with the General Conditions.
8. If the Contractor believes any subsurface or physical condition uncovered, revealed or otherwise exposed at the project site is of such character and/or nature as to require a change in the Contract Documents; materially different from that shown, indicated or described in the Bid Documents; or an unusual nature materially different from conditions normally encountered and generally recognized as inherent in Work of the character provided for in the Bid Documents, then Contractor shall upon discovery notify the City writing within (1) one calendar day.

ARTICLE SP-11 TRENCHING AND EXCAVATION

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

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing, of any:
 1. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- B. The City shall promptly investigate the conditions, and if they find that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with the provisions of the General Conditions.
 - C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE SP-12 TRENCHES FIVE FEET OR MORE IN DEPTH

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

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

ARTICLE SP-13 INCLEMENT WEATHER CONDITIONS

- A. The project Baseline Schedule shall include an inclement weather contingency activity, called "Inclement Weather Days Allowance". The duration for this activity shall be 10 work days (5 day work week calendar), and it shall be the last activity in the schedule

before the Final Completion milestone, with no activities scheduled concurrently with it. Each time that rain, a windstorm, high water or other natural phenomenon occurring within the specific locality of the work, prevents work for more than fifty percent (50%) of the schedule workday on activities that are on the current critical path, that day shall be counted as an "Inclement Weather Day", and the following procedure shall be followed:

- a) One (1) day of duration shall be deducted from the "Inclement Weather Days Allowance" activity.
- b) A one (1) day activity shall be added to the current schedule update, named "Inclement Weather Day, mm/dd/yy", and this activity shall be assigned successors of the specific activities that were impacted.

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

- B. The Contractor shall provide a Notice of Change and a schedule fragnet submittal to the City for all time extension requests due to inclement weather in excess of the 10 work days assumed in the Baseline Schedule. Should the Contractor fail to provide Notice of Change and/or a schedule fragnet submittal for the weather event within (3) three calendar days of the first delay day, then it is mutually agreed that the weather event has no time impact on the contract completion date and no time extension is required.

ARTICLE SP-14 TIME OF COMPLETION

Time of Completion: Costa Mesa Bridge Shelter - One Hundred and Fifty (150) Calendar 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.

ARTICLE SP-15 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. **Critical Path Method (CPM) Schedule.** Project Schedule is provided by the Contractor. Contractor shall be required to supply the City the following: **No later than twenty-one (21) calendar days after Notice to Proceed, or such other time as may be set forth in the special provisions, and before commencement of work, the Contractor shall furnish to the City a critical path method (CPM) baseline schedule for the entire Project. Schedule shall include the following as minimum standards:**
 1. Mobilization or start-up activities of all trades and subcontractor's that must be completed prior to starting various components of the Work.

2. Long lead procurement requirements.
 3. Submittals and shop drawings required for every spec section included in this contract, using the logic required herein.
 4. The Contractor's plan for completion of work in sufficient detail to allow observation and monitoring by the City.
 5. Activities shall be assigned to a Work Breakdown Structure (WBS) which is broken down by building or area, by trade, subcontractor, and by observable sequence of work. All activities shall be broken down into phases two weeks or less in length.
 6. Inspections required to gain approval of all work installed by this Contractor.
- B. Sequence.** The schedule provided must allow for completion within the durations and milestone dates established in the contract documents and overall project duration. It is the Contractor's responsibility to provide adequate labor resources and to sequence its work in a way to meet these contractual durations, and to coordinate with other City Contractors to allow their work to be completed concurrently if the schedule requires. No progress payments will be approved until schedule input has been reviewed and accepted by the City satisfying all of the criteria listed.
- C. Status Reporting.** The Contractor shall provide status of its activities monthly and submit the monthly update with the progress payment request.
- D. Delay.** In the event of a delay affecting the completion date and/or milestones of the Project, Contractor shall advise the City within (48) hours regarding significant disruption of the work sequence. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty-eight (48) hours of receipt of the adjustment request. Failure to provide timely notice constitutes a waiver by Contractor of any claim for compensation arising out of the schedule adjustment.
- E. Time is of the essence with this agreement.** The Contractor shall, to the fullest extent possible, carry on the various scopes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work. The Contractor shall staff the project to ensure completion of activities within original durations allowed in the approved Baseline Schedule produced by the Contractor and approved by the City. Only with prior approval of the City, the Contractor

shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the execution and completion of the Work in accordance with the Final Baseline schedule. If work on a critical path is seven days or more behind the currently updated schedule the Contractor will implement whatever steps it deems necessary to make up all lost time. If the actions taken are not successful, the Contractor will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
2. If the above cannot be achieved then; and with the prior approval of the City, the Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate the backlog of work.

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

F. General schedule requirements.

1. Requirements for CPM scheduling are included to insure adequate planning and execution of the Work and to assist the City in evaluating progress of the Work economically and chronologically.
2. The Contractor shall be solely responsible for establishing the schedule for the Work and shall be responsible for such schedule to be consistent with meeting the contract milestone, intermediate milestones, and completion dates as established by the City.
 - a. General Contractor shall prepare and submit per the time constraints identified in this section, a project schedule consisting of their scope of work, milestones, and work sequence to be incorporated into the development of the project baseline schedule. The Conditions of the contract and the other sections of Division 1 apply to this section as fully as if repeated herein.
 - b. The Contractor shall prepare and submit to the City a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of the work (including acquiring materials and equipment).
 - c. The schedule shall be in the form of a CPM (critical path method) schedule, of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

- d. The scheduled completion date shall be the same as the contractual completion date, for the initial schedule and subsequent updates. Any proposed early completion date shall show the difference between that date and the contract completion date as Float, which shall belong to both the City and Contractor.
- e. If, in the opinion of the City, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the City. The Contractor shall submit any supplementary schedule or schedules in CPM form as the City deems necessary to demonstrate how the approved rate of progress will be regained.
- f. All schedule updates must accurately reflect the as-built schedule. There shall be no change to the Critical Path without the City's written consent.
- g. Sequencing of the scope of work shall be coordinated with the City's review, approval and consent only.

G. Quality Assurance

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

H. Software/ Requirements

1. The software utilized must be Oracle Primavera P6 Professional Project Management, version 8 or newer. Microsoft Project may be used in lieu of P6 upon

review and approval by the City. No other types or versions of scheduling software will be accepted.

2. The City will generally not accept Baseline or Progress Schedule files from any Contractor prior to the Contract NTP being issued. The schedule file must follow the guidelines below:
 - a. User Defined fields must not be used.
 - b. All Calendars assigned to activities must be project level Calendars not Global or Resource Calendars, and all calendars must have unique names (project specific names).
 - c. All Activity Codes shall be project level and not Global or EPS level Activity Codes, and all activity codes must have unique names (project specific names).
 - d. No Resources or Roles shall be assigned to activities,
 - e. and no Project Codes shall be assigned.
3. Schedule Filename convention (Project ID): Contractors must use the following P6 naming convention:
 - 1) Software Settings: The "Project ID" must be set to the maximum of 20 characters. (The normal default.)
 - 2) Schedule Name
 - a) The first eight characters of the Schedule Name, (P6 ProjectID), must use the "Contract ID"
 - b) For legibility, use a "-" for the next character
 - c) Define the type of schedule with the next 5 characters
 - i. "1PREL" for Preliminary
 - ii. "2INIT" for Initial
 - iii. "3FRAG" for Fragnets
 - iv. "4RBAS" for Re-Baselined schedules
 - v. "5UP##" for monthly update, i.e. "UP01" for the first monthly update
 - d) For legibility, use a "-" for the next character
 - e) Define the version with the next 3 characters. Use "V01" for the 1st version of the schedule, "V02" for the 2nd version of the schedule, etc.
 - 3) Examples:
 1. M2003368-1PREL-V01 – The 1st version of the Preliminary schedule for project M2003368
 2. M2002479-2INIT-V03 – The 3rd version of the Initial schedule for project M2002479
 3. M2003451-3FRAG-V02 – The 2nd Fragnet for project M2003451
 4. M2001123-4RBAS-V01 – The 1st Re-Baselined/Recovery schedule for project M2001123
 5. M2001835-5UP11-V01 – The 1st version of the 11th update for

project M2001835

4. Project schedules are developed from the Contractor's knowledge of the project, and the means and methods represented in those schedules are based on the Contractor's understanding of the contract documents, and the Contractor's past experience, which are unique to the Contractor. Schedule activity data and logic are therefore the intellectual property of the Contractor and will not be made available to other Contractors.
5. Schedule Calculation mode shall be Retained Logic.

I. Interim Schedule

1. Pre-Construction Scheduling Conference: The Contractor and City shall conduct a pre- construction scheduling conference with the Contractor's Scheduler within five (5) calendar days of the Notice to Proceed.
2. The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that comply with the requirements of these special provisions . Contractor shall submit the alphanumeric coding structure and the activity identification system for labeling the work activities.
3. The City will review the logic diagram, coding structure, and activity identification system, and provide required baseline schedule changes to the Contractor for implementation.
4. Within ten (10) calendar days after Notice to Proceed and prior to submission of the first payment request, the Contractor shall submit to the City a practical ninety (90) calendar day Interim Schedule. The Interim Schedule shall reflect the following information:
 - a. Procurement, submittals, construction drawings, shop drawings, approvals, fabrication and delivery of all major and long lead equipment and material items.
 - b. Work expected to occur within the first ninety (90) calendar days of the project, consistent with meeting all established milestone and completion dates.
 - c. The Interim Schedule shall be descriptive of the work to be performed so that the Contractor, City and PM can easily monitor progress of the work. No Activities are to be started until the City's PM has accepted the Interim

Schedule, at which time it will be updated monthly until such time as the Official Contract (Baseline) Schedule is accepted.

5. Within fifteen (15) calendar days after receipt of the Interim Schedule, the City will notify the Contractor of the approval or disapproval of the Interim Schedule. In the event of disapproval, the Contractor shall resubmit the schedule within seven (7) calendar days. No progress payments will be made for work in progress or completed until the Interim Schedule is approved.

J. Official Contract Schedule (Baseline Schedule)

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

1. **Submission for review.** Within twenty one (21) calendar days after the Notice to Proceed, the Contractor shall submit the complete project schedule to the City for review.
2. **Interim Schedule.** The approved Interim Schedule shall be incorporated into the final Contract Schedule and shall represent the initial ninety (90) calendar days of the Contract Schedule.
3. **Initial Submittal.** The initial submittal of the Contract Schedule shall not reflect contract changes or delays. These changes shall be added within the first Schedule Revision.
4. **Contract Completion.** Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
5. **Duration.** The Official Contract Schedule shall not extend beyond the number of calendar days specified in the Contract. The baseline schedule shall have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule shall not attribute negative float or negative lag to any activity.
6. **Review.** Schedule review by the City and its agents is limited to ensuring the logic of sequencing is reasonable and Contractor has demonstrated ability to meet contractual milestone and completion dates. Acceptance of schedule should not be construed as direction from the City to Contractor on how to schedule the work. City shall review and return with comments within seven (7) calendar days of receipt of the schedule submittal. The re- submittal must be returned within seven (7) calendar days from receipt of the City's request for revision to the baseline schedule. This process will continue until the baseline schedule is accepted. With each re-submittal, the contractor shall include a narrative with a brief statement for each review comment

that explains how that comment was addressed. Any revisions made as a result of the review comments, shall be made by the Contractor at no additional cost to the City. The first progress payment will not be given if the Interim schedule has not been accepted.

7. **Reporting.** After Completion and Acceptance of the Official Contract Schedule: The Contractor will provide initial computer reports and weekly and monthly reports thereafter.
8. **Activity Information.** The project schedule shall be computer generated, time scaled, and critical path method (CPM) network utilizing the precedence diagram method of representation. The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts. Schedule activities shall include the following:
 - a. Activity Name – Clearly and uniquely define each activity name with a description of the work that is readily identifiable to inspection staff. Each activity shall have a narrative description consisting at a minimum of a verb or work function (i.e. form, pour, excavate etc.) and object (i.e. slab, footing, wall etc.) and a location (i.e. room number, gridline, column line etc.)
 - b. Start and finish dates
 - c. Construction activities shall have duration not to exceed Fifteen (15) calendar days. If an activity is greater than Fifteen (15) calendar days, the activity will need be split or phased.
 - d. All holidays and non-working days shall be identified by way of calendar designations. Refer to General and Supplementary Conditions for recognized Designated Holidays. The schedule shall clearly indicate any work that is planned to be accomplished on a work schedule other than eight (8) hours per day and forty (40) hours per week.
 - e. The schedule shall include an activity for "City / Architect punch walk & list distribution" with a Seven (7) calendar day duration for each area.
 - f. Punch walk / Correction Activity shall not have duration longer than Fifteen (15) calendar days.
 - g. At least one predecessor and one successor is required for each activity, except for the project start and finish milestones.
 - h. Codes for responsibility, stage, work shifts, and location.

9. **Management Activities:** The initial submittal of the Official Contract Schedule shall include, in addition to construction activities, the following management activities:
- a. The submittal and approval of construction drawings, shop drawings and materials, the procurement, fabrication, delivery, and testing of major materials and equipment, and their installation and testing.
 - b. Contract requirement dates of all or parts of the Work will be shown including all activities of the City that affect the progress of the work.
 - c. Activities of completed work ready for use by next trade, etc.
 - d. Activities relating to different areas of responsibility, such as sub-contracted Work which is distinctly separate from that being done by Contractor directly. Each activity shall represent the work of a single subcontractor.
 - e. Different categories of Work as distinguished by craft or crew requirements.
 - f. Different categories of Work as distinguished by materials.
 - g. Distinct and identifiable subdivisions of Work such as structural slabs, beams, or columns. Location of Work within the project that necessitates different times or crew to perform.
 - h. Outage schedules of limiting times that existing utility services may be interrupted to construct the Project.
 - i. Acquisition and installation of equipment and materials supplied and/or installed by City or separate Contractors.
 - j. Material stored on site.
10. **Major Equipment/Materials:** For all major equipment and materials fabricated or supplied for Project, including All items identified as "Deferred Submittals", the Construction Schedule shall show a sequence of activities including:
- a. Preparation of shop drawings and sample submissions.
 - b. Time required to obtain special inspection certifications and additional permits or certifications that may be required for specific tasks and/or systems (i.e., elevator variance).
 - c. Review of shop drawings and samples.
 - d. Shop fabrication, delivery, and storage.

- e. Erection or installation.
- f. Test of equipment and materials.
- g. Required dates of completion.

11. Milestones:

a. Major Milestones

- 1) Notice to Proceed (NTP)
- 2) Project Commencement Milestone: (30) calendar days shall consist of all general requirements, including but not limited to required submittals, deferred approvals, pre-construction meetings, site walks, and long lead procurement requirements.
- 3) Mobilization: Construction shall consist of the balance of construction operations, including but not limited to mobilization, fencing, utility disconnect, demolition, close-out, etc.
- 4) Substantial Completion: That point in the progress of the Work where the Work is completed according to the requirements of the Contract Documents so that the City can occupy, have beneficial use of, and enjoy, the entire Project for its intended purpose; and where only minor and/or trivial defects in the Work remain that do not preclude the City occupying, having beneficial use of, or enjoying the entire Project for its intended purpose. This shall constitute the final date for contract duration.
- 5) Final Completion: The point upon completion of all requirements outlined in the contract documents. The project along with all documentation has been turned over to and accepted by the City.

d. Interim Milestones:

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

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

- 12. WBS and Activity Coding:** All activities in the Official Contract Schedule shall be assigned to a WBS (using Primavera P6's WBS feature) which will allow sufficient sorting and grouping capabilities by location (building, floor, area, etc) and type of work, so as to enable a "rollup" of the activities by WBS in the form of a Summary Schedule. In addition, all activities shall have sufficient activity code structure to enable a sort by activity code, or "rollup" of the activities in the form of a Summary

Schedule by activity code. The code structure will allow sufficient sorting capabilities to group by: responsibility (by subcontractor), location (building, floor, area, etc.), type (submittal, approval, change, etc), milestones, CSI division, etc. Only project specific activity codes should be used. No global codes should be used. Activity code fields shall have project specific names.

13. **Contract Time and Sequencing:** The Official Contract Schedule shall include the entire scope of work and show how the Contractor plans to complete the work. The CPM schedule shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation(s). The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.
- c. All analysis of time impacts shall be based upon total float. Total float shall be the difference in calendar days between the late finish date and the early finish date of an activity. Float shall be a jointly owned resource. Float shall be consumed by both the City and the Contractor on a first come first served basis.
 - d. The contract completion milestone shall represent the completion of all construction related work.
 - e. The anticipated weather related delays as noted in "Weather Days" of this division shall be taken into consideration and included with the duration of the applicable schedule activity(s).
 - f. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the execution and completion of the Work in accordance with the Final Baseline schedule.
14. **Relationships:** All activities and milestones shall be linked by realistic logical Finish-to-Start relationships primarily. Other type of relationships shall be permitted but shall be minimized (including start-to-start and finish-to-finish). All activities and milestones must have at least one Finish-to-Start or Finish-to-Finish logic relationship to a successor; it is not acceptable for an activity or milestone to have *only* a Start-to-Start logic relationship to a successor. The City will reject any schedule utilizing unrealistic or meaningless logic. Constraints on activities shall be kept to a minimum and only allowed with written permission of the City on a case by case basis. Negative lags will not be used without the prior written permission of the City.
15. **Critical Activities:** The schedule shall show the activities that define the critical path. Multiple critical paths will not be accepted. A total of no more than 25 percent of the baseline schedule activities shall be critical or near critical, unless otherwise authorized by the City's PM. Near critical is defined as float less than ten (10) working

days.

K. Update Schedules

1. **Update Schedule:** The Contractor shall submit an Update Schedule – hard copy and electronic copy – and meet with the City to review progress, before the first day of each month, beginning one month after the Baseline Schedule is accepted. The Contractor shall allow Seven (7) calendar days for the City to review after the update schedule and all supporting data are provided, except that the review period shall not start until the previous month's required schedule is accepted. Contractor shall provide within five (5) calendar days a detailed schedule narrative addressing the City's comments line by line, in addition to noting any changes requested to the base line schedule.
2. **Update Schedule Information:** The Updated Schedule shall have a data date of first day of the month or other date established by the City. The updated schedule shall show the status of work actually completed to date and the work yet to be performed as planned. Actual activity start dates, percentage complete, and finish dates shall be shown. Actual Durations for work that has been completed shall be shown on the Update Schedules for when the work actually occurred, including submittal reviews and contractor re-submittal times. The update submittal scope shall contain the following information:
 - a. Actual Start and finish dates
 - b. Physical percent complete and remaining duration
 - c. A narrative listing and explaining changes to the record schedule, including added activities, deleted activities, changes to Original Durations, added logic, deleted logic, changes to lags, any revisions to constraints or constraint dates, and changes to calendar assignments.
 - d. A tabular listing of all activities including: Activity data, activity identifier, description, remaining duration, total float, and activity.
 - e. Narrative of manpower used verses manpower allocated in the schedule
 - f. Daily reports signed daily by the City's Representative.
 - g. Copies of confirmation letters from vendors and/or manufactures confirming material orders.
3. **Schedule Modifications:** The Contractor may include modifications such as adding or deleting activities or changing activity constraints, durations, or logic that do not: (1) alter the critical path(s) or near critical path(s), or (2) extend the schedule completion date compared to that shown on the current accepted schedule. The Contractor shall provide a narrative in writing that states the reasons for any changes to the planned work. If any propose changes in planned work will result in (1) or (2) above, then Contractor shall submit a time impact analysis as described herein.

4. **Contract Time Adjustment:** Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within three (3) days after the initial request for time by Contractor, or the impacting incident, whichever comes first.

5. **Narrative Reports:** Monthly Narrative Reports shall contain the following information for each monthly update:
 - a. Description of overall project status.
 - b. Description of problem areas (referenced to pending change orders as appropriate)
 - c. Current and anticipated delays not resolved by approved change order, including:
 - 1) Cause of the delay
 - 2) Corrective action and schedule adjustments to correct the delay
 - 3) Known or potential impact of the delay on other activities and milestones.
 - 4) Changes in the construction sequence
 - 5) Pending items and status thereof, including but not limited to:
 - a) Pending Change Orders
 - b) Time Extension Requests
 - c) Other Issues relating to Contract Time
 - d. Contract Completion Date status:
 - 6) If ahead of schedule, the number of calendar days ahead
 - 7) If behind schedule, the number of calendar days behind

6. **Primavera Reports:** The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.
 - a. Activity Report - A list of all activities sorted according to activity number.
 - b. Logic Report - A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.
 - c. Total Float Report - A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on

this report.

- d. **Network Diagram** - The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The City will use, but is not limited to, the following conditions to review compliance with this paragraph.
 - e. **Continuous Flow** - Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.
 - f. **Project Milestone Dates** - Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.
 - g. **Critical Path** - The critical path shall be clearly shown.
 - h. **Banding** - Activities shall be grouped (by WBS) to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.
7. **Three-week Window Report**: Weekly, for the progress meeting, the Contractor shall produce a three-week window of the current schedule, indicating activities scheduled for the current and following two week period. These reports must be direct output from the Official Contract Schedule.
 8. **Payment Progress Reporting**: City and Contractor shall select a specified time for updating the Project schedule at the jobsite each month.
 9. **Scheduling Representatives**: The City and Contractor and his/her designated scheduling representatives will attend the meeting to review the project progress.
 10. **Reporting Period**: All progress and status information provided by the Contractor shall clearly define the reporting period for which the status is provided.
 11. **Monthly Review**: At the monthly progress review meeting coinciding with the Pencil Draft Date/meeting (Progress Payments) the Contractor will provide "actual start" and "actual completion" dates for activities that were started or completed during the reporting period (for purposes of forecasting activities with an agreed upon completion for that period will be counted for payment application purposes only). The Contractor and the City will agree upon and assign percent complete values to activities in progress. In the event of a disagreement, the City shall make the final decision as to percent completion of each activity.

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

L. Schedule Revisions:

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

M. Recovery Schedule

1. **General:** Should updated Construction Schedule show Contractor to be Ten (10) or more calendar days behind schedule at any time during construction, Contractor will prepare Recovery Schedule displayed on CPM schedule, at no additional costs to City. Prepare Recovery Schedule to show plan for returning to original schedule as expeditiously as possible, and in a manner that complies with the contract documents.
2. **Schedule Preparation:** Within three (3) calendar days after notice from City, prepare and submit a Recovery Schedule, incorporating best available information from Subcontractors and others which will permit return to the Approved Baseline Construction Schedule at earliest possible time. Prepare Recovery Schedule to same level of detail as Construction Schedule and for maximum duration of one (1) month.
3. **Schedule Review:** Within seven (7) calendar days after notice from City, Contractor shall participate in conference with City to review and evaluate Recovery Schedule. Submit revisions necessitated by review for City's acceptance within Three (3)

calendar days of conference. Use accepted Recovery Schedule for its planned duration as basis for returning to the Approved Baseline Construction Schedule.

4. **Schedule Assessment:** Seven (7) days prior to expiration of Recovery Schedule, confer with City to assess effectiveness of Recovery Schedule. As a result of this conference, the City will direct Contractor as follows:
 - a. **Behind Schedule:** If City determines Contractor is still behind schedule, the City will direct Contractor to prepare another Recovery Schedule for subsequent pay period.
 - b. **On Schedule:** If City determines that the Contractor has successfully complied with provisions of Recovery Schedule, the City will direct Contractor to return to use of Construction Schedule.

N. Request for Time Extension

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

The TIA shall illustrate the impacts of each change or delay on the current schedule completion date or internal milestone, as appropriate. The analysis shall use the accepted schedule that has a data date closest to and prior to the event. If the City determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed. The TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the Official Contract Schedule, the difference between scheduled completion dates of the two schedules shall be equal to the adjustment of contract time. The City may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in contract time until the Contractor provides the TIA.

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

o. Final Update Schedule

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

ARTICLE SP-16 LIQUIDATED DAMAGES

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

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

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

Liquidated damages are not to be used as disincentives or incentives to encourage timely completion. If project completion time is critical, then Incentive/Disincentive (I/D)

provisions should be considered to motivate the contractor to complete the work sooner, and the I/D amount and time should be documented in the project file.

The city shall use the following formula to avoid excessive, or unreasonable, liquidated damages:

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

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

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

The calculated liquidated damages should be rounded up in \$100 increments to determine the amount to be specified.

ARTICLE SP-17 CONTRACTOR'S WORKSITE STAFF

- A. Contractor's worksite staff shall give personal attention to the work, and keep work under control and in conformance with the Contract.
- B. The Contractor shall maintain sufficient on site personnel to effectively manage the work. The Contractor shall assign a minimum of four (4) different individuals, one (1) for each function, to be personally responsible for the following four (4) functions of work:
 - 1. On-site project management (as needed and required to attend weekly progress meetings)
 - 2. On-site English speaking supervision of construction (full-time)
 - 3. On-site engineering/document control (full-time)
 - 4. On-site scheduling (as needed)

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

ARTICLE SP-18 TEMPORARY FACILITIES

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

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

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

Material Delivery/Storage: shall be scheduled so as to cause minimal disruption of adjacent businesses and normal traffic patterns on streets abutting the site. Construction Parking: No construction vehicle parking is provided, nor will be allowed off site or adjacent to the site. The Contractor shall limit the number of vehicles allowed on site to those vehicles necessary to perform the Work. Construction parking will not be allowed on surface streets surrounding the project site without prior approval from the City.

- 2) **Construction operations** shall be confined to the site. Operations such as crane work or concrete pumping that are proposed to encroach onto the public right of way are not guaranteed and shall be at the discretion of the City. Such work, subject to City approval, will be limited to the hours of 7:30 am to 4:00 pm Monday through Friday. Early hour deliveries for concrete pours, steel material, earth moving and similar activities shall approved by the City 48 hours in advance of the event.

B. Meeting Space. The Contractor shall include in their bid, all costs to provide a meeting space with appurtenances to serve as an office and meeting place for the project team, city staff, as well as the Inspector of Record (IOR). The Meeting Space shall include facilities for power, data, and telecommunications.

The meeting space shall be an air-conditioned space, furnished with 1-6'x4' dry-erase marker board, and include table(s) and chairs of sufficient size to accommodate seating for ten individuals comfortably and should include the following Contractor provided furnishings: A business class copy/scanner/fax machine, computer work

station, a computer, a refrigerator, drinking water, table, chairs, conference phone, telephone, – and maybe a fax machine

- C. City Staff and IOR Office Space** A space separate from the meeting space for city staff and the IOR shall be provided by the Contractor, within fifteen calendar days of NTP and shall remain on the project site for the duration of the contract.

The Contractor shall include in their bid, all costs to provide this City Staff and IOR space with appurtenances to serve as an office for city staff, as well as the Inspector of Record (IOR). The City Staff and IOR Office Space shall include facilities for power, data, and telecommunications.

City Staff and IOR office space shall be an air-conditioned space of sufficient size to accommodate the following Contractor provided furnishings: (1)–Business class Color Copier/Scanner/Fax (will require and include a hard wire data connection) for use by City and IOR, (4)-four-drawer desks, (4)-swivel deskchair,(1)-drawing table 48"x96", (4)-drawer file cabinet, (3)-6"x4" dry-erase marker board and a full size book shelf. This space may be shared among City staff and inspection staff. The Office space to be furnished by Contractor with full size refrigerator, restrooms, microwave, potable water, and electricity.

The Contractor shall have separate facilities for their personel.

- D. Web based file sharing platform.** Contractor shall provide a fully functional web based file sharing platform/site/software for project administration to be utilized by all parties. Trial subscriptions to web based platforms will not be considered acceptable.

ARTICLE SP-19 PROJECT SIGNAGE

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

ARTICLE SP-20 INSURANCE REQUIRED

The minimum amounts and types of insurance coverages are as stated in the agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 7.3 of the Standard Specifications.

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

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

- 1) Additional Insureds.
"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."
- 2) Notice
"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."
- 3) Other Insurance
"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

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

ARTICLE SP-21 GENERAL WORK REQUIRED

- 1) Any haul routes to be coordinated with City operations and any city or agency requirements and ordinances, including permits.
- 2) Permits / Fees / Agency Notification / Compliance / Ordinances
- 3) Any and all other permit and/or service fees, assessments, or bonding required in conjunction with the work of this Contract shall be the responsibility of the Contractor.
- 4) All notifications with various agencies required in the performance of the work shall remain the responsibility of the Contractor.
- 5) Compliance with regulatory agency, organization, and governing body requirements having jurisdiction over Contractors scope of work.
- 6) Contractor shall provide all necessary safety measures required for each work area including but not limited to: Temporary fencing with privacy screen around the perimeter of the property, completely securing, and controlling each work area. Contractor shall move fencing as required to each area of work as required. Submit plan showing the layout of the fencing to the City for approval prior to installing temporary fencing. Temporary fencing shall be minimum 6' high relocatable fence panels (as appropriate). Fence panel bases shall be located to avoid trip hazards in all paths of travel. Barricades, traffic plates, temporary patching, temporary signage required for safely delineating all detours, road lane and pathway closures and rerouting, traffic control, safety warnings.
- 7) Contractor shall prepare and submit to the City for approval a traffic control and pedestrian pathway control plan prior to starting work in any area cover by the scope of work for review. Traffic control plan as required to be approved by the City jurisdiction.
- 8) There may be other City Contractors involved in the project. It is the responsibility of this Contractor to be aware of other operations with the coordination of the City, and be aware of all others working in order to coordinate work accordingly.
- 9) Prior to use of bobcat or any equipment involving 2nd floor or roof, contractor to provide engineers statement that the weight of the equipment is appropriate to use for the floor design criteria.
- 10) Contractor shall furnish to the City by noon of the following day, completed daily reports, and safety meeting reports for the previous day. Reports shall include: name of each worker performing work each day, classification for each worker employed on the project (including any sub-tier subcontractors' workers), a description of work performed, and any equipment used for each day. Contractor forms to be provided by City. Current daily reports are a condition of release of monthly payment to the Contractor.

- 11) Responsibility for storage and security of own materials and/or equipment located on and off the jobsite property. Location of staging area to be determined / approved by City. Own work shed, yard, lighting and security fence, if required for storage.
- 12) Contractor shall be responsible to provide and maintain adequate dust control, with particular control of dust and construction debris during demolition operations and A specific dust control plan for shall be submitted to the City for approval prior to the start of any demolition work. The report shall specifically identify how OSHA silica protection measures shall be implemented and street cleaning all areas of work and public pathways, haul routes and City streets and walkways throughout the duration of their scopes of work. These measures must be done to the satisfaction of the City.
- 13) Contractor shall maintain continuous vehicular access to the existing Building from the east side for the Existing Tennant and City's use.
- 14) Off-loading, scaffolding, ladders, hoisting and moving of materials and/or equipment for own work.
- 15) Contractor is responsible for temporary power, portable lighting and extension cords necessary to complete the scope of work. Contractor will be responsible to provide general egress/ingress pedestrian, parking lot, walkway, safety, etc. OSHA required temporary lighting. Contractor shall provide their own task lighting, including any extension cords, generators and light stands as may be required.
- 16) Provide and maintain dewatering operation as required to eliminate ponding of water immediately after rainfall has occurred in order to allow these areas to dry out as quickly as possible. Dewatering to be done by whatever means necessary, including mechanical pumps, siphons, etc. Any SWPPP measures defeated or removed in the dewatering process shall be replaced per the posted SWPPP plan by the Contractor. Dewatering for grading operation, trenches, footings, pits, slab areas, etc., shall be done immediately by Contractor.
- 17) Upon failure by Contractor to provide sufficient cleanup, and after 24-hour Notice the City will perform the cleanup and assess all costs against the Contractor's Contract, which have failed to perform clean up. If lack of cleanup results in an immediate safety concern to public safety and the City shall have right to correct any situation and assess all costs against the Contractor's Contract.
- 18) Contractor is responsible for environmental conditions (i.e. temperature, moisture, etc.) affecting own work.

- 19) Provide survey, layout and field measurements for Contractor's own work.
- 20) Safety requirement for Contractor's own work, in compliance with most recent OSHA regulations and in cooperation with the City's safety requirements. Hardhats, boots, eye protection, long pants and shirts, and 100% tie off are required for all personnel at all times during construction of the Project. Failure to comply with any Safety Regulations will be grounds for removal of personnel from the jobsite. Flammable products must be continually stored per OSHA regulations. All Contractor's on-site full time project supervision shall be required to have completed the OSHA 10- hour training prior to working on the project.
- 21) Job hazard analysis, IIPP, site specific safety plan must be submitted to City prior to commencement of work.
- 22) Contractor to comply with all ordinances regarding parking, hours of work and routing of delivery trucks to the project site, and as required by the City.
- 23) Contractors and employees will be required to park in designated areas as directed by the City. Contractor shall provide provisions as required for own employees, equipment, suppliers and sub- tier contractors.
- 24) Compliance with specified warranty and guarantee requirements, both standard and special.
- 25) Provide one qualified English speaking Superintendent and one lead foreman for the duration of own work on project, including punch list corrections at completion of project. Superintendent and/or Foreman must be on-site when work is being performed. Superintendent / Foreman may not be changed without City's approval. All Contractor's on-site full time project supervision shall be required to have completed the OSHA 10-hour training prior to working on the project. Contractor's on-site administrative personnel are required to have completed the OSHA 10-hour safety training prior to working on the project.
- 26) Attendance at jobsite coordination, scheduling and safety meetings shall be by the Contractor's Superintendent at a minimum.
- 27) Multiple move-ons to comply with the project's schedule or as required.
- 28) Provide relocation of staging area as necessary due to construction progress and as directed by City.
- 29) Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting underground work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities. All utilities slated for removal or cap off must

be potholed and exposed prior to removal of cap off. Should location of utilities differ from those shown on the contract documents contractor shall make every effort to locate said at no cost to the City.

- 30) All welding required for own work. Submit current and valid welder's certifications prior to beginning any welding installation on site for IOR and City's review.
- 31) Additional testing costs as required should initial tests fail as a result of the scope of work.
- 32) All project record documents as required per plans and specifications. Monthly updates of as-built documents on record plan set, and transfer to project as built set at end of the project as required by specifications. Update as-built drawing on a weekly basis.
- 33) All project record documents as required per plans and specification.

REFERENCE EXHIBIT(S):

- A. As-Built Original Construction Plans 1 and 2

Bid item (B): ALLOWANCES - ADDITIONAL WORK ITEMS

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

Additional work items include work that will only be used at the discretion of the Engineer. At the discretion of the Engineer, the Contractor shall provide all labor, tools, equipment, materials and incidentals for the extra work beyond the scope of work established within the Contract documents. Work may 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 allowance will only be used at the discretion of the City. Contractor shall be paid at force account or at agreed prices for all work performed within this allowance.

PAYMENT

The contractor shall be paid at Force Account (FA) for all work performed under this bid item of work. No additional compensation will be allowed.

**MISCELLANEOUS
CONTRACT DOCUMENTS
(SAMPLE)**

The following is a sample Public Works Agreement, which the City may modify based upon the specific project and the requirements imposed by any entity 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 California corporation ("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: this Agreement; notice inviting bids; the CONTRACTOR's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond;

certificates of insurance; the summary of Public Contract Code section 9204; and all addenda setting forth any modifications or interpretations of those 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 CITY's Project Manager, and in accordance with the time of performance set forth in Paragraph 7.

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.

_____ (\$ _____).

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 8 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 8, of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 9, incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

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 19 of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of 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 18 of this Agreement.

(a) Workers' Compensation Insurance.

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

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

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

(b) Liability Insurance Coverage.

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

(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 No. 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

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:

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. RESOLUTION OF CONTRACTOR CLAIMS.

CONTRACTOR claims, as defined in California Public Contract Code section 9204, shall be resolved in accordance with the provisions of Section 9204 and applicable law. A summary of Section 9204 is attached hereto and incorporated herein by this reference.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. SECTION 3 ECONOMIC OPPORTUNITIES COMPLIANCE.

CONTRACTOR acknowledges that this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

CITY and CONTRACTOR agree to comply with HUD's regulations in 24 CFR Part 135 ("Part 135"), which implement Section 3. As evidenced by their execution of this Agreement, CITY and CONTRACTOR certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of CONTRACTOR's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with Part 135 regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any subcontractor where CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled after CONTRACTOR is selected but before the Agreement is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent CONTRACTOR's obligations under 24 CFR Part 135. CONTRACTOR will execute the "Section 3 Compliance Affidavit," attached hereto as Attachment 2 and incorporated herein by reference, and understands its obligations thereunder. CONTRACTOR shall comply with each and every provision of the Affidavit, including without limitation the preparation and submittal to the CITY of a Section 3 Compliance Plan.

CONTRACTOR understands that noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and

Project and Specification No. _____

debarment or suspension from future HUD-assisted contracts.

[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

Acting City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

Project and Specification No. _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Public Services Director

Date: _____

Project Manager

Date: _____

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

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

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS - PERMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Political Subdivision:

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds.

(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 any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily Injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

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

CG 20 12 07 98

Copyright, Insurance Services Office, Inc., 1997

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

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:
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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. "Bodily Injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**Workers Compensation
Waiver of Subrogation Endorsement**

Policy Number:
Named Insured:
Workers Compensation Carrier: Star Insurance Company

**IT IS AGREED THAT WE WAIVE ANY RIGHT TO RECOVERY WE MAY HAVE AGAINST
THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BECAUSE PAYMENT
WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF "YOUR WORK" DONE
UNDER A CONTRACT WITH THAT PERSON OR ORGANIZATION.**

Schedule

Name or Person(s) or Organization:

WC 04 03 06

Copyright, Insurance Service Office, Inc., 1984

**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. _____

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

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 6:30 a.m. - 3:30 p.m. Monday through Friday as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

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

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

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

Costa Mesa Sanitary District
(714) 631-1731

Mesa Consolidated Water District
(714) 631-1200

UNDERGROUND SERVICE ALERT
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 759-3031; (213) 621-3111

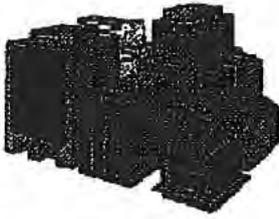
INSPECTION RECORD	Inspector of Records	
Date		<p>CERTIFICATE OF INSPECTION I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner.</p> <p>By: _____</p> <p style="text-align: center;">Inspector</p> <p style="text-align: center;">Date</p>

0183-02 mw, rev. 2/03
 White - Inspectors;
 Canary - Engineering;
 Pink - Finance
 Goldendrod - 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



City of Costa Mesa Building Division
PERMIT PROCESSING CENTER
SUBMITTAL APPLICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insurance Company: _____

(SEE BACK FOR ITEMIZED MECHANICAL, ELECTRICAL AND PLUMBING)



APPLICATION FOR BUSINESS LICENSE
 SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
 TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92626-1200
 (714) 754-5234 TOD: (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 _____
(Column to a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

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

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

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

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

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

OWNER'S OR PRINCIPAL'S NAME(S)

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

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: _____

 _____ Standard Industrial Class Code (SIC) _____

Alcohol Beverage Control Permit No. _____ Department of Motor Vehicles Permit # _____
(If Applicable) (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) _____ (S-SU) _____ Number of Rental Units/Rooms/Spaces _____
(Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

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

Enter Annual Gross Receipts Amount \$ _____

And Circle the corresponding category below

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

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

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

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

CONTRACTOR
(California Licensed) Total tax due \$50.00

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

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

Debarment Statement
(For consulting agreements >\$25,000)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS** (Executive Order 12549, Debarment and Suspension,
34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Consultant Signature

Date

Typed or Printed Name

Contractual Agreement No.

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient 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 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 the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, click [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

-
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
 7. Listed DBE becomes bankrupt or insolvent.
 8. Listed DBE voluntarily withdraws with written notice from the Contract
 9. Listed DBE is ineligible to receive credit for the type of work required.
 10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
 11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for

the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

12. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

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- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. 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 the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347lnstr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
 - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- *****
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- *****
- XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**
- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).
1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	19.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	19.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA	14.9
177	CA Santa Cruz	9.1
	7500 Santa Rosa	9.1
	CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	23.2
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	14.3	
CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	24.3
	8120 Stockton, CA	24.3
	CA San Joaquin	19.8
179	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	26.1
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive

possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special
Provisions (to be used when
applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL FUNDING SUPPLEMENT

DAVIS-BACON ACT PROVISIONS (29 CFR SECTION 5:5)

(a) (1) MINIMUM WAGES

(i) All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)], the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics; and the wage determination decision shall be posted by CONTRACTOR at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1) (iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) CITY's Project Manager shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by CITY's Project Manager to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of CITY's Project Manager shall be referred to the Secretary for final determination.

(iii) CITY's Project Manager shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and CONTRACTOR is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of CITY's Project Manager shall be referred to the Secretary of Labor for determinations.

(iv) If CONTRACTOR does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, the Secretary of Labor has found, upon the written request of CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) WITHHOLDING

CITY's Finance Director may withhold or cause to be withheld from CONTRACTOR so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by CONTRACTOR or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentices or trainees, employed or working on the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, all or part of the wages required by the contract, CITY's Finance Director may, after written notice to CONTRACTOR, or subcontractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee or funds until such violations have ceased.

(3) PAYROLLS AND BASIC RECORDS

(i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or in the construction or development of same. Such records will contain the name and address of each such employee, his correct classification, rates of pay [including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act], daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) CONTRACTOR will submit weekly a copy of all payrolls to CITY's Finance Director reflecting wages paid to each of its employees during the preceding weekly payroll period. The copy shall be accompanied by a statement signed by CONTRACTOR or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. CONTRACTOR will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the CITY's Finance Department and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. CONTRACTOR employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

(4) APPRENTICES AND TRAINEES

(i) APPRENTICES:

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. CONTRACTOR and all subcontractors will be required to furnish to CITY's Project Manager written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(ii) TRAINEES:

Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the

Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. CONTRACTOR and all subcontractors will be required to furnish CITY's Project Manager written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **EQUAL EMPLOYMENT OPPORTUNITY:**

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR, Part 30.

(5) COMPLIANCE WITH COPELAND REGULATIONS (29 CFR, PART 3)

CONTRACTOR shall comply with the Copeland Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) SUBCONTRACTS

CONTRACTOR will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the CITY's Project Manager may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) CONTRACT DETERMINATION; DEBARMENT

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

(b) (1) OVERTIME REQUIREMENTS

No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in subparagraph (1), CONTRACTOR and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to CITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) WITHHOLDING FOR UNPAID WAGES & LIQUIDATED DAMAGES

CITY may withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2).

(4) SUBCONTRACTS

CONTRACTOR shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

EQUAL OPPORTUNITY CLAUSE [41 CFR SECTION 60-1.4(B)]

During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further CITY contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CITY, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Section 3 Clause

All section 3 contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

Signature

Print Name and Title

Signature

Print Name and Title

Date

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:		Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
FRINGE BENEFITS	Health & Welfare \$ _____	PAID TO: Name: _____ Address: _____
	Pension \$ _____	PAID TO: Name: _____ Address: _____
	Vacation/ Holiday \$ _____	PAID TO: Name: _____ Address: _____
	Training and/or Other \$ _____	PAID TO: Name: _____ Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
FRINGE BENEFITS	Health & Welfare \$ _____	PAID TO: Name: _____ Address: _____
	Pension \$ _____	PAID TO: Name: _____ Address: _____
	Vacation/ Holiday \$ _____	PAID TO: Name: _____ Address: _____
	Training And/or Other \$ _____	PAID TO: Name: _____ Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
FRINGE BENEFITS	Health & Welfare \$ _____	PAID TO: Name: _____ Address: _____
	Pension \$ _____	PAID TO: Name: _____ Address: _____
	Vacation/ Holiday \$ _____	PAID TO: Name: _____ Address: _____
	Training And/or Other \$ _____	PAID TO: Name: _____ Address: _____

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	By: Name / Title
---------------------------------------	------------------

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

Project Name: _____

This is to certify that the principals, and the authorized payroll officer below, will provide the following documents:

- 1) Payroll Form(s) with a Statement of Compliance
- 2) Statement of Non-Performance if no work is performed on the project site.
- 3) Certification Concerning State Labor Standards and Prevailing Wages.
- 4) Certificate of Applicable Fringe Benefit Payments.

And have read and understand the labor wage standards pertaining to the subject project, as per the specifications,

All Payrolls/Non Performance forms are to be numbered consecutively and submitted weekly. The last payroll for the project is to be marked "Final".

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Designated Payroll Officer (Name)

Designated Payroll Officer (Signature)

Business Name

by _____
Officer Signature & Title

Contractor's License No. _____

Expiration Date _____

Contractor's signature above certifies that the above listed license number is valid for the business named, is active and has required current Worker's Comp Insurance.

IRS Federal Identification Number

Date

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



**CITY OF COSTA MESA
SECTION 3
ECONOMIC OPPORTUNITIES PLAN**

**CITY OF COSTA MESA
SECTION 3 ECONOMIC OPPORTUNITIES PLAN**

I. INTRODUCTION

What is Section 3?

“The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) - [*Section 3, Part 135 - “Economic Opportunities for Low- and Very Low-Income Persons”*] is to ensure that employment and other economic development opportunities generated by certain HUD financial assistance shall, to the **greatest extent feasible**, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.”

Unlike “Affirmative Action” programs, Section 3 is not based on race, color or creed. HUD defines Section 3 as an “economic development tool,” which allows recipients of HUD funds to provide preferences to contractors who hire Section 3 residents or Section 3 business concerns.

II. DEFINITIONS

The following definitions will apply to this plan:

City - City of Costa Mesa, California

Employment Opportunities - employment generated by the expenditure of Section 3 covered public and Indian housing assistance, and housing and community development assistance. With respect to housing and community development assistance the term "Employment Opportunities" includes all employment opportunities in connection with the Section 3 covered project including management and administrative jobs such as architectural, engineering or related professional services (i.e., plan preparation, drawings, work write-up and jobs directly related to administrative support of these activities such as construction management, payroll clerk, etc.

HCD - Housing and Community Development Division of the City of Costa Mesa, City Manager's Office.

Housing and Community Development Assistance - any financial assistance provided or made available through HUD housing or community development programs through any grant, loan, loan guarantee, cooperative agreement or contract including Community Development Block Grant.

HUD - United States Department of Housing and Urban Development

Low-Income Individual - Individual with a household income of 80% of median income and below, as determined by HUD, adjusted for family size.

New Hire - Any full-time employee for permanent, temporary or seasonal employment opportunities, resulting from the expenditure of Section 3 covered public assistance (e.g., CDBG), hired after the execution by all parties of the Section 3 covered contract.

Section 3 Business Concern - a business that:

1. Is at least 51% owned by Section 3 residents; or
2. Employs at least 30% Section 3 residents in full-time positions (Section 3 residents must be current residents or within 3 years of the date of first employment with the business concern were Section 3 residents).

Section 3 Clause - contract provisions set forth in sec. 135.38 of 24 CFR Part 135 (*Exhibit 1*).

Section 3 Contractor - Any party entering into a Section 3 covered contract with the City (e.g., contractor, developer, consultant, sub-contractor).

Section 3 Covered Assistance - assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, housing development, or other public construction project. Excludes contracts for supplies and materials unless it includes installation of materials.

Section 3 Covered Contract - a contract or subcontract (including professional service contracts) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. Contracts for the purchase of supplies and materials are not covered.

Section 3 Covered Project - a construction, reconstruction, conversion or rehabilitation of housing (including lead abatement), other public construction, including building improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Recipient - any entity, which receives Section 3 covered assistance directly from HUD or other recipient. The City of Costa Mesa, as the recipient of federal grant funds, is subject to Section 3 regulations.

Section 3 Resident - a resident of public housing or a person who lives in the area in which a HUD-assisted project is located, and who is low-income (i.e., family median income of 80% or less) or very low-income (i.e., family median income of 50% or less).

Section 3 Area - the geographical area in which the project is located and persons benefiting from the Section 3 covered project reside. The Section 3 area is determined by block, neighborhood, census tract of the project, or City limits (in progressive order). The area shall not extend beyond the City limits.

Very Low-Income Individual - Individual with a household income of 50% of median income and below, as determined by HUD, adjusted for family size.

III. SECTION 3 PROGRAM REGULATIONS

A. Applicable Programs

Section 3 program regulations are applicable to the following HUD programs:

1. Public and Indian housing assistance
2. Housing and Community Development Assistance for the following types of projects:
 - a. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - b. Housing construction; or
 - c. Other public construction (which includes other buildings or improvements regardless of ownership)
3. HOME Programs
4. Homeless Assistance Programs
5. HOPE Programs
6. National Affordable Housing Act Programs
7. Fair Housing Initiatives and Assistance Programs

B. Federal Grant Thresholds

Thresholds that will trigger Section 3 economic development requirements:

1. Federal, Section 3 applicable program assistance to the recipient (i.e., the City) in excess of \$200,000, spent on Section 3 covered project(s) such as housing rehabilitation, housing development, or other public construction project(s).

Example: The City receives a \$500,000 CDBG grant. The City is required to implement the Section 3 Economic Opportunities Plan for "construction" projects funded with CDBG funds.

2. Contracts and/or subcontracts for Section 3 covered projects which are more than \$100,000. **Section 3 compliance will be the responsibility of the contractor and his/her subcontractors.**

Example: The City receives \$500,000 in CDBG funds, and the City contract for construction and/or professional services related to the covered project exceeds \$100,000, the contractor and subcontractor have the responsibility of training, hiring, and reporting economic opportunities connected with the project to the city.

Section 3 requirements apply to the entire project or activity that is funded with Section 3 covered assistance regardless of whether the Section 3 activity is fully or partially funded with Section 3 covered assistance.

C. Numerical Goals

Federal regulations set numerical goals for meeting the “greatest extent feasible” requirement for recipients of Section 3 covered community development assistance, contractors and subcontractors.

New Hire Goals

Minimum numerical goals for training and employment are set as follows:

- FY 1995 = 10% aggregate number of new hires
- FY 1996 = 20% aggregate number of new hires
- FY 1997 and continuing thereafter = 30% aggregate number of new hires

AND/OR

Section 3 Business Concerns Contract Goals

Minimum numerical goals for contracts are set as follows:

- 10% of total dollar amounts of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction or other public construction, and
- 3% of the total dollar amount of all other Section 3 covered contracts (i.e., professional service contracts).

Section 3 covered contracts do not include contracts for the purchase of supplies and materials, however, contracting with Section 3 Business Concerns for supplies and materials is encouraged.

The City or contractor/subcontractor must make an effort to meet at least one of the Section 3 thresholds. HUD recommends a recipient try to meet both employment and business concern contracting goals.

The City (or contractor/subcontractor as applicable) will have the burden of demonstrating why it was not feasible to meet the numerical goals set forth by HUD. Justification should include impediments encountered despite actions taken.

IV. SECTION 3 ECONOMIC OPPORTUNITIES PLAN PROCEDURES

Components and procedures of the City's Section 3 Economic Opportunities Plan are as follows:

- A. Section 3 Plan Development and Implementation
- B. Determining Section 3 Threshold
- C. City/Grantee Responsibilities
 - 1. Employment Development Efforts
 - 2. Contracting/Business Concerns Efforts
- D. Contractor Efforts
 - 1. Employment Development
 - 2. Section 3 Business Concerns Development Efforts
- E. Program Monitoring and Performance Reports
- F. Technical Assistance
- G. HUD Compliance Reviews and Complaints

A. Section 3 Plan Development and Implementation

The Fair Housing and Equal Opportunity division of HUD monitor section 3 compliance. HCD has functioned as the primary City contact with HUD. HCD also is responsible for preparing and reporting on HUD funded program activities, thus it is logical that HCD be responsible for the City's Section 3 Plan development and implementation.

HCD will seek and utilize the assistance of other City Departments and Divisions that utilize program resources subject to Section 3 requirements.

B. Determining Section 3 Threshold

As part of the Consolidated Plan/Annual Action Plan development process, and actual project implementation, HCD will make the determination that projects are subject to Section 3 thresholds and regulations. HCD also will require the assistance of other City departments to determine if new City hires or contract opportunities will be generated by Section 3 activities during the report period.

The following steps should be utilized to determine if Section 3 requirements are applicable to a project:

1. Is federal grant program subject to Section 3 requirements? (See Section 3 Applicable Programs, page 6 of this Plan.)
 - If **NO**, no further action is required, Section 3 does not apply.
 - If **YES**, proceed to Step 2.

2. Is the Section 3 applicable entitlement grant (e.g., CDBG, HOME, etc.) amount awarded to the City in excess of \$200,000?
 - If **NO**, no further action is required, Section 3 does not apply.
 - If **YES**, then proceed to Step 3.

3. Will the project utilize any Section 3 federal grant funds for housing rehabilitation, housing development, or other "public" construction project?
 - If **NO**, no further action is required, Section 3 does not apply.
 - If **YES**, then proceed to Step 4.

4. Proceed based on type of project:
- For construction projects, Section 3 Clause **must** be included in project contracts and subcontracts. If contract is over \$100,000, contractor/subcontractor will need to comply with employment and training, and contracting opportunity reporting. Proceed to Step 5.
 - For new City personnel to be hired in support of Section 3 covered assistance, proceed to Step 6.
5. Will the contractor (and any subsequent sub-contractor(s)) hire new personnel and/or sub-contract any portion of Section 3 applicable services?
- If **NO**, the contractor/sub-contractor must complete the **Contractor/Consultant/Subcontractor Employment and Training, and Business Concern Opportunity Checklists (Exhibits 8 and 9)**.
 - If **YES**, contractor must: ensure applicable Section 3 clause is included in all contracts, complete the **Contractor/Consultant/ Subcontractor Section 3 Employment and Training and Business Concern Opportunity Checklists (Exhibits 8 and 9)** and submitted them to the City. All employment applicants must complete the **Section 3 Employment Questionnaire (Exhibit 3)**, and also must be submitted to the City.
6. Will new City personnel be required for this project?
- If **NO**, no City department personnel action is necessary. Proceed to Step 7.
 - If **YES**, applicable City and Personnel department must complete **In-House Section 3 Employment and Training Opportunity Checklist (Exhibit 2)**, and all applicants must complete the **Section 3 Employment Questionnaire (Exhibit 3)**. Proceed to Step 7.
7. Will City department contract out any Section 3 applicable services?
- If **NO**, no City department action is necessary.
 - If **YES**, applicable City department must complete the **In-House Section 3 Business Opportunity Notice (Exhibit 6)** and **In-House Section 3 Business Concern Opportunity Checklist (Exhibit 7)**.

C. City In-House Efforts

Section 3 regulations allow the City to place goal attainment requirements on contractors and subcontractors if a Section 3 project construction contract exceeds \$100,000. The City will help local contractors meet Section 3 goals. Regardless of the contract amount, however, the City has certain responsibilities it must meet. These responsibilities are delineated below.

1. **Employment Development Efforts**

To the greatest extent feasible, and consistent with established federal, state and City hiring statutes, the City will provide employment and training opportunities for Section 3 residents. These efforts will be limited to employment opportunities with a direct financial nexus to Section 3 assistance, e.g., HCD, Community Services, and Public Services.

- HCD will notify the Personnel Department and appropriate City Department that an **In-House Section 3 Employment and Training Opportunity Checklist (Exhibit 2)** and **Section 3 Employment Questionnaire (Exhibit 3)** must be completed if a new full time position will be hired in connection with this project or future Section 3 assisted projects.
- Personnel Department will be responsible for ensuring **Section 3 Employment and Business Concern Opportunity Notice (Exhibit 5)** is properly posted. See Page 12 for suggested list of posting locations.
- All applicants for employment related to the Section 3 activities will be asked to complete the **Section 3 Employment Questionnaire (Exhibit 3)** as part of the employment application package.
- Once hired, Personnel and HCD staff will determine if the new employee is a Section 3 resident. A copy of the questionnaire will be retained in employee's personnel file, and the original will be forwarded to HCD.
- Personnel will complete the **In-House Section 3 Employment and Training Opportunity Checklist (Exhibit 2)**, and forward it to HCD.
- HCD will report employment efforts to HUD via **Form HUD-60002 (Exhibit 11)**

2. Contracting/Business Concerns Efforts

To the greatest extent feasible, and consistent with federal, state and City contracting statutes, the City will provide contract opportunities for Section 3 business concerns. These efforts will be limited to contract opportunities with a direct financial nexus to Section 3 assistance, e.g., HCD, Community Services, and Public Services.

- HCD will establish if a specific project is subject to Section 3 requirements.
- HCD will notify the respective City department that it must ensure the **Section 3 Clause (Exhibit 1)** is included in the bid specifications and agreement, and that the department must complete an **In-House Section 3 Business Concern Opportunity Checklist (Exhibit 7)**.
- The City department also will be responsible for posting the **In-House Section 3 Business Concern Opportunity Notice (Exhibit 6)**. See Page 14 for list of suggested posting locations.
- Once a contractor has been selected, the City department will complete the **Section 3 New Hire and Business Concern Calculation Form (Exhibit 4)**.¹
- The contractors will complete a **Section 3 Business Concern Questionnaire (Exhibit 10)**.²
- The City department will complete the **In-House Business Concern Opportunity Checklist (Exhibit 7)**. Originals of these forms will be forwarded to HCD when contract is completed or at the end of the fiscal year. A copy should be retained in the project file.
- HCD will report to HUD via **Form HUD 60002 (Exhibit 11)**.

¹Must be executed and received before notice to proceed is issued.

²Must be executed and returned prior to final payment.

D. Contractor Efforts

1. Employment Development Efforts

If a construction project is determined to be subject to Section 3 requirements, the Section 3 Contractor will undertake the following Section 3 employment development actions with the assistance of the City. (NOTE: Any references to "Contractor" also include subsequent sub-contractors.)

- The contractor will provide information on the number of new hires he/she anticipates will be utilize on the project. HCD and the appropriate City Department will assist the contractor to determine the number of new hires a construction project will create (Section 3 New Hire and Business Concern Calculation Form - *Exhibit 4*).

Number of new hires X 0.30 = Section 3 Resident New Hires

Example: The City receives \$1.7 million dollars in CDBG funds. \$225,000 will be allocated for ADA construction improvements. A construction contract exceeds \$100,000 with a contractor. The contractor reports he/she will utilize 10 new hires to carry out various tasks. During the term of the contract, the contractor will be required ensure three (3) Section 3 resident full-time jobs are created.
 $10 \times 0.30 = 3$

- Appropriate City Department/Division will ensure Section 3 Clause (*Exhibit 1*) is included in the project bid and contract/agreement.
- Staff will ensure a contractor submits a signed Section 3 New Hire and Business Concern Calculation Form (*Exhibit 4*). Form must be executed by an authorized contractor representative and returned to the City prior to the issuance of a notice to proceed.
- City Department and the contractor will prepare a Section 3 Employment and Business Concern Opportunity Notice (*Exhibit 5*). This notice will be provided to the contractor to circulate and post in the following suggested locations:
- Project Site
 - Labor Organization with collective bargaining agreement or other contractor understanding
 - Costa Mesa Chamber of Commerce
 - Section 3 Service Area Churches/Community Centers
 - Costa Mesa based non-profit organizations engaged in job training programs
 - Other locations selected by the Contractor

The Section 3 Employment Opportunity Notice should be written in both English and Spanish. The notice shall announce the type(s) of full-time construction jobs sought for the project, the general location of the project (needed to determine Section 3 resident status), and contact names and telephone numbers for the contractor and the city.

- The Contractor will complete a **Contractor/Consultant/Subcontractor Section 3 Employment and Training Opportunities Checklist (Exhibit 8)** in order to document his/her efforts to recruit qualified Section 3 residents for employment and training opportunities.
- City staff will assist the Contractor to determine the eligibility of a Section 3 resident. All applicants must complete the **Section 3 Employment Questionnaire (Exhibit 3)**. In order for a contractor to meet contractual obligations for Section 3 jobs, new hires must have this certificate.

Nothing in this Plan shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled. It is the sole responsibility of the contractor to interview potential Section 3 residents for appropriate skill level, and hire Section 3 residents utilizing their own hiring and employment practices.

- The Contractor will provide the City Department Project Manager with the **Contractor/Consultant/Sub-Contractor Section 3 Employment and Training Opportunity Checklist (Exhibit 8)**, prior to last payment or at the end of the fiscal year.

If a contractor does not identify the creation of any "new hires," he/she will be encouraged to utilize Section 3 Business concerns to meet minimum numerical goals. **If a contractor does not meet Section 3 resident new hire goals, he/she must provide written explanation and adequate documentation to the City as to efforts made to hire Section 3 residents, and the impediments met which prevented the hiring of Section 3 residents (use Contractor/Consultant/Subconsultant Section 3 Employment and Training Opportunities Checklist Exhibit 8). It will be the discretion of the City to determine what if any sanctions will be placed against the contractor for failure to meet Section 3 resident, new hire goals.**

- HCD will report to HUD via **Form HUD 60002 (Exhibit 11)**.

2. Section 3 Business Concerns Development Efforts

If a construction project is determined to be subject to Section 3 requirements, the City and the Section 3 Contractor will undertake the following Section 3 business concerns development actions. (NOTE: Any references to "Contractor" also include subsequent sub-contractors.)

- HCD, City department, and Contractor will calculate the percentage of project funds which should be committed to Section 3 Business Concerns for the "building trades." (Section 3 New Hire and Business Concern Calculation Form - *Exhibit 4*.)

Construction Contract Subject to Sec. 3 X 10% = Sec. 3 Business Concern Goal

Example: The City receives \$500,000 in HOME Partnership Funds from HUD. The City contracts with a nonprofit housing developer to rehabilitate eight (8) multifamily residential units. Total contract amount is \$60,000.

$$\$60,000 \times 0.10 = \$6,000$$

At least \$6,000 in building trade contracts must be Section 3 Business Concerns.

- HCD, City department, and Contractor will calculate the percentage of project funds which should be committed to Section 3 Business Concerns for other Section 3 covered contracts. (Section 3 New Hire and Business Concern Calculation Form - *Exhibit 4*.)

Contract Subject to Sec. 3 X 3% = Other Sec. 3 Business Concern Goal

Example: The City receives \$1,500,000 in CDBG funds from HUD. It will undertake a \$500,000 street reconstruction project partially funded with CDBG. It is anticipated some professional services for the project will be contracted out.

$$\$500,000 \times 0.03 = \$15,000$$

At least \$15,000 must be contracted out to Section 3 Business Concerns.

- Appropriate City Department/Division will ensure **Section 3 Clause (*Exhibit 1*)** is included in the text of the project contract or agreement.
- City department, HCD and the contractor will prepare a **Section 3 Employment and Business Concern Opportunity Notice (*Exhibit 5*)**. This notice will be provided to contractors and circulated or posted in the following suggested locations:
- [HUD Section 3 Registry Project Site](#)
 - Labor Organization with collective bargaining agreement or other contractor understanding
 - Costa Mesa Chamber of Commerce
 - Section 3 Service Area Churches/Community Centers
 - Project site

The Section 3 Business Concern Opportunity Notice should be written in both English and Spanish. The notice shall announce the type(s) of construction contracts and/or subcontracts sought for the project, the general location of the project (needed to determine Section 3 business concern status), and the contact name and telephone number of the contractor and the City.

- The City will assist the contractor to determine the eligibility of a Section 3 Business Concern via **Section 3 Business Concern Eligibility Questionnaire (Exhibit 10)**. For a contractor to meet his/her contractual obligation for Section 3 Business Concerns must submit the **Questionnaire (Exhibit 10)**.
- The contractor will complete a **Contractor/Consultant/Subcontractor Section 3 Business Concern Opportunity Checklist (Exhibit 9)** in order to document his/her efforts to contract with qualified Section 3 business concerns.

It is the responsibility of the contractor to interview potential Section 3 Business Concerns for appropriate subcontracting or product/service skill level. The contractor/subcontractor will contract Section 3 Business Concerns utilizing their own bidding and selection practices provide such are in full compliance with all applicable federal, state and local procurement regulations.

If a contractor does not identify contract with any Section 3 Business Concerns, he/she will be encouraged to utilized Section 3 employment new hires to meet minimum numerical goals. **If a contractor does not meet Section 3 Business Concerns goals, he/she must provide written explanation and adequate documentation to the City as to efforts made to contract with Section 3 Business Concerns, and the Impediments met which prevented such (use Contractor/Consultant/Subcontractor Section 3 Business Concern Opportunity Checklist (Exhibit 9)). It will be the discretion of the City to determine what if any sanctions will be placed against the contractor for failure to meet Section 3 Business Concerns goals.**

E. Program Monitoring and Performance Reports

The City is required to submit an annual performance report to HUD (**Form HUD-60002 (8/94) - Exhibit 11**). Annual reports are due 10 days after the date HUD program performance reports are due, or January 10 of each year if HUD program does not require an annual performance report. HUD will make all reports available for public review.

The City may require a contractor/subcontractor to collect report data, however, it is the responsibility of the City to submit the performance report to HUD. This data will be collected utilizing the **Contractor/Consultant/Subcontractor Section 3 Employment & Training Opportunity Checklist (Exhibit 8)** and **Contractor/Consultant/Subcontractor Section 3 Business Concern Opportunity Checklist (Exhibit 9)**.

F. Technical Assistance

HCD will be responsible for providing technical assistance related to Section 3 requirements and this Plan. Technical assistance will be provided to other City Departments/Divisions, contractors and subcontractors, Section 3 Residents (and potential residents), Section 3 Business Concerns (and potential business concerns), and the general public.

Technical assistance will be limited to explaining and/or providing copies of Section 3 regulations, City of Costa Mesa Section 3 Economic Opportunities Plan, Section 3 Employment Opportunity Notice, and Section 3 Business Concern Opportunity Notice.

As needed, the HUD Fair Housing and Equal Opportunity division in Los Angeles, CA will be consulted for additional assistance.

G. HUD Compliance Reviews and Complaints

Section 135.74 and 135.76 of Section 3 regulations establishes the following procedure for HUD compliance reviews, and handling complaints alleging noncompliance by a recipient or contractor.

Compliance Review by HUD:

- The Assistant Secretary shall periodically conduct Section 3 compliance reviews of selected recipients and contractors to determine compliance.
- Section 3 compliance review will consist of an analysis and evaluation of the recipient's and contractor's compliance with requirements and obligations, including an analysis of which Section 3 residents have been hired and Section 3 Business Concerns have been awarded contracts.

- If review reveals noncompliance, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies and shall provide advice as to the means by which these deficiencies may be corrected.
- Continuing failure or refusal by the recipient or contractor to comply with regulations may result in the application of sanctions specified in the contract, or sanctions specified in the regulations governing the HUD program. Debarment, suspension and limited denial of participation may be applied to a recipient or contractor.

Filing and Processing Complaints:

The following individuals or business concerns may file a complaint with the Assistant Secretary alleging noncompliance with Section 3 regulations.

- Any Section 3 resident on behalf of him/herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assisted projects. A non-Section 3 resident may also file a complaint if he/she represents one or more Section 3 residents.
- Any Section 3 Business Concern on behalf of itself or as a representative of other Section 3 Business Concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered projects.

A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C. 20410.

A complaint must be received no later than 180 days from the date of the action or omission upon which the complaint is based. The Assistant Secretary may grant an extension. If complaint is incomplete, the Assistant Secretary will request additional information which must be received within 60 days for the date of the request or the complaint will be closed.

Complaints must be in writing, signed by the complainant, and include:

- Complainant's name and address
- Name and address of respondent
- A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance

A complainant may also provide information by telephone to HUD or any HUD Field Office.

Complaints may be amended at any time, but are limited to cure technical defects or omissions such as signatures or to join or substitute respondents.

Within 10 days of filing a complaint, the Assistant Secretary will determine whether an alleged action by a recipient or the recipient's contractor is proven as noncompliance. If the determination is made that the action is noncompliance, the Assistant Secretary will send the complaint to the recipient for resolution.

If the recipient believes the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons within 30 days of the date of receipt of the complaint.

If the recipient determines that there is merit to the complaint, the recipient has 60 days from the date of receipt of the complaint to resolve the matter with the complainant. At the end of the 60 days, the recipient must notify the Assistant Secretary in writing whether a resolution has been reached. If a resolution has been reached, the notification must be signed by both the recipient and the complainant, and summarize the terms of the resolution. A 60-day extension may be requested by submitting in writing to the Assistant Secretary, an explanation for the extension need.

If the recipient is unable to resolve the complaint within 60 days (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling. If the Assistant Secretary determines the complaint of noncompliance is not valid, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary will notify the complainant of the dismissal and the reasons for the dismissal. If the Assistant Secretary determines the complaint is valid, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary resolution. If such attempts are not successful, the Assistant Secretary will impose sanctions as set forth in the regulations governing the HUD program under which the Section 3 assistance is provided. Appeals must be made in writing to the Assistant Secretary and include the basis for the appeal.

Imposed resolutions will become effective and binding at the expiration of 15 days following the notification to the recipient and complainant by certified mail.

Sanctions for noncompliance with Section 3 regulations may include debarment, suspension and limited denial of participation in HUD programs.

No recipient or other persons shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, or assisted or participate in any manner in an investigation, proceeding or hearing of a complaint.

V. EXHIBITS

- Exhibit 1 Section 3 Clause
- Exhibit 2 "In-House" Section 3 Employment and Training Opportunity Checklist
- Exhibit 3 Section 3 Employment Questionnaire
- Exhibit 4 Section 3 New Hire and Business Concern Calculation Form
- Exhibit 5 Section 3 Employment and Business Concern Opportunity Notice
- Exhibit 6 "In-House" Section 3 Business Concern Opportunity Notice
- Exhibit 7 "In-House" Section 3 Business Concern Opportunity Checklist
- Exhibit 8 Developer/Contractor/Consultant/Subcontractor Section 3 Employment & Training Opportunity Checklist
- Exhibit 9 Developer/Contractor/Consultant/Subcontractor Section 3 Business Concern Opportunity Checklist
- Exhibit 10 Section 3 Business Concern Eligibility Questionnaire
- Exhibit 11 Form HUD-60002 (8/94)

**EXHIBIT 1
SECTION 3 CLAUSE**

This clause must be included in all Section 3 covered contracts and subcontracts and signed by contractor and his/her subcontractors.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions,

termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian self-determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preferences and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read the requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

Signature

Print Name and Title

Date

EXHIBIT 2
CITY OF COSTA MESA IN-HOUSE
SECTION 3 EMPLOYMENT AND TRAINING OPPORTUNITIES
CHECKLIST

Instructions: *The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by projects and programs funded with Community Development Block Grant (CDBG), HOME and other specified federal funds shall, to the greatest extent feasible, be directed to public housing residents or low- and very low-income persons residing in target areas in the community ("Section 3 Residents") and to businesses owned by, employing or committing to employ Section 3 Residents ("Section 3 Business Concerns").*

Section 3 Employment and Training Opportunity goals apply only to "New Hires" which means full-time employees for permanent, temporary or seasonal employment opportunities. This Checklist must be completed by the City's Personnel Department only in connection with New Hires whose duties include Section 3 covered activities.

1. Briefly describe the full-time employment position(s) and the duties/activities of the position(s) covered by Section 3: _____

2. Check box indicating each location where a **Section 3 Employment Opportunity Notice** printed in both English and Spanish was circulated or posted. (**Attach copy of Notice.**)

<input type="checkbox"/> Project Site	<input type="checkbox"/> Section 3 Service Area Churches/Community Centers
<input type="checkbox"/> Costa Mesa Personnel Department Bulletin Board	<input type="checkbox"/> Costa Mesa Based Nonprofit Organizations Engaged in Community Development Activities
<input type="checkbox"/> Costa Mesa Chamber of Commerce	<input type="checkbox"/> Other (<i>specify</i>) _____

3. How many new full-time jobs were generated as a result of City/HUD funds? _____

4. How many applicants applied for these jobs? _____

5. How many applicants, if any, were Section 3 Residents? _____
(Attach the **Section 3 Questionnaire** completed by each applicant.)

6. How did the Section 3 Resident applicants learn of the employment/training opportunity?

<input type="checkbox"/> Posted notice located at project site
<input type="checkbox"/> Referral by non-profit organization or church
<input type="checkbox"/> Read in publication
<input type="checkbox"/> Heard from a friend/relative
<input type="checkbox"/> Other (<i>specify</i>) _____

7. Was a Section 3 Resident(s) hired? Yes No

If Yes, what is the total number of Section 3 Residents hired to fill the position(s). _____

If No, what impediment(s) interfered with hiring a Section 3 Resident? (Check one or more boxes and provide a brief explanation in the space provided.)

No Section 3 Resident applicants possessed the skill, expertise, experience, training or other special qualifications required to fulfill the duties and responsibilities of the position(s). (Specify special qualifications not satisfied.) _____

No Section 3 Residents applied.

The position(s) relates to Section 3 covered activities which are subject to prevailing wages determined under Davis-Bacon Act and U.S. Department of Labor implementing regulations or other applicable HUD regulations, policies and guidelines that limit the hiring of apprentices and trainees.

Other unique impediment (specify) _____

SIGNATURE

Under penalty of perjury I certify that to the best of my knowledge the information provided above is true and correct.

Name of person completing this Checklist

Signature of person completing this Checklist

Position/Title

Date

When completed, please forward this Checklist and all Section 3 Employment Questionnaires by each applicant to the Division of Housing and Community Development, Attention: Mike Linares. Please indicate which applicant was hired for the full-time position.

EXHIBIT 3
CITY OF COSTA MESA
SECTION 3 EMPLOYMENT QUESTIONNAIRE

As a recipient of federal grant funds, the City of Costa Mesa is required to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3). Section 3 aims to provide employment opportunities to low- and very-low income persons residing in or near federally assisted construction projects. Please complete this questionnaire and return it with your completed employment application package. Information is confidential and will be utilized for federal reporting purposes only.

1. Position You Are Applying For: _____

2. Are you presently a resident of the City of Costa Mesa?

No If your answer is No, no further information is necessary. Please sign this form and return with your application package.

Yes If your answer is Yes, please complete the remaining portion of this questionnaire.

3. Home Address: _____

4. Family Size: _____

5. Annual Household Income: \$ _____

6. Ethnicity (Please check one):

White African/American Native American
Hispanic Asian/Pacific Islander Other (please specify) _____

7. How did you learn of this position?

- Posted notice located at (specify) _____
- Referral by non-profit or church (specify) _____
- Read in publication (specify) _____
- Other (specify) _____

I hereby certify that documentation is available to verify the above information and will be provided upon request. By this signature affixed hereto, I declare under penalty of perjury that the above information is true and correct.

Print Name

Signature

Date

For Office Use Only:	Section 3 Resident: Yes <input type="checkbox"/> No <input type="checkbox"/>
Reviewed by _____	Date _____

EXHIBIT 5
CITY OF COSTA MESA
SECTION 3 EMPLOYMENT AND BUSINESS OPPORTUNITY NOTICE

This form can be completed and posted by each contractor and his/her subcontractors as a means to comply with project Section 3 requirements.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u, the City of Costa Mesa is pleased to announce construction employment opportunities for low-income Costa Mesa residents, and building construction contract and/or subcontract opportunities for qualified Section 3 Business Concerns located in Costa Mesa, or employing low-income Costa Mesa Residents residing in the following area(s) of the City of Costa Mesa:

PROJECT LOCATION: _____

ESTIMATED START OF CONSTRUCTION: _____

CONSTRUCTION TRADE EMPLOYMENT OPPORTUNITIES:

NO. AND TYPES OF TRADES NEEDED	EXPERIENCE REQUIRED

OTHER EMPLOYMENT OPPORTUNITIES:

NO. AND TYPES OF EMPLOYMENT	EXPERIENCE REQUIRED

CONTRACT AND SUBCONTRACT OPPORTUNITIES:

If your business is located in the City of Costa Mesa, and/or you employ low-income individuals residing in or near the project area, you may qualify as a Section 3 Business Concern.

Types of available Construction Contract/Subcontract Opportunities: _____

If you have work experience in the construction trades or jobs listed above, or you would like to inquire about contract opportunities, call _____ (Contractor/Subcontractor) at _____ (Tel No) for an employment or bid application.

For additional information on the City of Costa Mesa's **Section 3 Economic Opportunities Plan**, please call the City of Costa Mesa Housing and Community Development Division at (714) 754-5635.

EXHIBIT 6
CITY OF COSTA MESA "IN HOUSE"
SECTION 3 BUSINESS CONCERN OPPORTUNITY NOTICE

Instructions: This form can be completed and posted by each City department seeking to contract for building trade or other professional services.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u, the City of Costa Mesa is pleased to announce building construction contract opportunities for qualified Section 3 Business Concerns located in Costa Mesa, or employing low-income Costa Mesa Residents residing in the following area of the City of Costa Mesa:

PROJECT LOCATION: _____

ESTIMATED START OF CONSTRUCTION: _____

CONTRACT AND SUBCONTRACT OPPORTUNITIES:

If your business is located in the City of Costa Mesa, and/or you employ low-income individuals residing in or near the above project location, you may qualify as a Section 3 Business Concern.

Types of Construction Contract/Subcontract Opportunities:

For additional information call the City of Costa Mesa _____ Department at (714) _____.

For additional information regarding the City of Costa Mesa's **Section 3 Economic Opportunities Plan**, please call the City of Costa Mesa Housing and Community Development Division at (714) 754-5635.

EXHIBIT 7
CITY OF COSTA MESA
IN-HOUSE SECTION 3 BUSINESS CONCERN OPPORTUNITIES
CHECKLIST

Instructions: *The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by projects and programs funded with Community Development Block Grant (CDBG), HOME and other specified federal funds shall, to the greatest extent feasible, be directed to public housing residents or low- and very low-income persons residing in target areas in the community ("Section 3 Residents") and to businesses owned by, employing or committing to employ Section 3 Residents ("Section 3 Business Concerns").*

This Checklist should be completed by the City of Costa Mesa in connection with every CDBG and HOME program contract entered into with a consultant, developer or contractor engaged to perform Section 3 activities or projects. In addition, every such consultant, developer and contractor and every subcontractor must complete Attachment Nos. 3 and 4.

1. Briefly describe the contracting opportunity generated by the Section 3 project or program: _____

2. Specify the date of the City's Invitation to Bid, Request For Proposals or other solicitation or advertisement which included Section 3 compliance requirements: _____

3. Specify the date of the Section 3 covered contract between the consultant, developer or contractor and the City (*Contract must include mandatory Section 3 Clause*): _____

4. Check box indicating each the location(s) where a **Section 3 Business Concern Opportunity Notice** printed in both English and Spanish was circulated or posted. (*Attach copy of Notice*)

<input type="checkbox"/> Project Site <input type="checkbox"/> Costa Mesa Personnel Department Bulletin Board <input type="checkbox"/> Costa Mesa Chamber of Commerce	<input type="checkbox"/> Section 3 Service Area Churches/Community Centers <input type="checkbox"/> Costa Mesa Based Organizations Engaged in Community Development Activities <input type="checkbox"/> Other (<i>specify</i>) _____
---	--

5. Attach copy of **Section 3 Business Concern Eligibility Questionnaire** completed by each bidder.

6. How many bids were received for this Section 3 Covered Contract? _____

7. How many bidders, if any, were Section 3 Business Concerns? _____

8. How did the Section 3 Business Concerns learn of the Section 3 Business Concern opportunity?

<input type="checkbox"/> Project Site <input type="checkbox"/> Costa Mesa Personnel Department Bulletin Board <input type="checkbox"/> Costa Mesa Chamber of Commerce	<input type="checkbox"/> Section 3 Service Area Churches/Community Centers <input type="checkbox"/> Costa Mesa Based Organizations Engaged in Community Development Activities <input type="checkbox"/> Other (<i>specify</i>) _____
---	--

9. Was a Section 3 Business Concern awarded the contract? Yes No

If No, what impediment(s) interfered with hiring a Section 3 Business Concern? (Check one or more boxes and provide a brief explanation in the space provided.)

No Section 3 Business Concerns possessed the special skill, expertise, services or products required to fulfill duties and responsibilities of the job. (Specify special requirements not satisfied.)

The Section 3 Covered Project is subject to competitive bidding requirements and the Section 3 Business Concern(s) was not the lowest responsible bidder.

The Section 3 Covered Project is requires the contractor to comply with specific insurance and bonding requirements and no Section 3 Business Concern(s) satisfied these requirements.

The Section 3 Covered Project is subject to prevailing wages determined under Davis-Bacon Act and U.S. Department of Labor implementing regulations or other applicable HUD regulations, policies and guidelines that limit the hiring of apprentices and trainees.

No Section 3 Business Concern submitted bids/proposals.

Other unique impediment (Specify) _____

10. Total contract amount subject to Section 3 \$ _____

11. Total contract amount with Section 3 Business Concerns \$ _____

12. Attach **Attachments** Nos. 3 and 4 completed by every consultant, developer and/or contractor and every subcontractor hired to perform services pursuant to the Section 3 covered contract.

SIGNATURE

Under penalty of perjury I certify that to the best of my knowledge the information provided above is true and correct.

Name of person completing this Checklist

Signature of person completing this Checklist

Position/Title

Date

When completed, please forward this Checklist and Attachment Nos. 3 and 4 completed by each consultant, developer or contractor to the City of Costa Mesa Division of Housing and Community Development, Attention: Mike Linares.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any *public and Indian Housing programs* that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to *recipients of housing and community development assistance in excess of \$200,000* expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to *contracts and subcontracts in excess of \$100,000* awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to *employment and training*. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to *contracting*, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. **Recipient:** Enter the name and address of the recipient submitting this report.
2. **Federal Identification:** Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. **Dollar Amount of Award:** Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. **Contact Person/Phone:** Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. **Reporting Period:** Indicate the time period (months and year) this report covers.
7. **Date Report Submitted:** Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in Item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. *Low-income persons* mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. **Program Code:** Enter the appropriate program code as listed at the bottom of the page.

9. **Program Name:** Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in Column A in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. *Very low-income persons* mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

PART B - EMPLOYMENT/TRAINING OPPORTUNITY

1. Check box indicating each location where a *Section 3 Employment Opportunity Notice*, printed in both English and Spanish was circulated or posted. (*Attach copy of Notice*)

- | | |
|---|--|
| <input type="checkbox"/> Project Site | <input type="checkbox"/> Sec 3 Service Area Churches/Community Centers |
| <input type="checkbox"/> Costa Mesa Personnel Dept Bulletin Board | <input type="checkbox"/> Costa Mesa Based Organizations |
| <input type="checkbox"/> Costa Mesa Chamber of Commerce | <input type="checkbox"/> Other (<i>specify</i>) _____ |

2. Were notices printed in languages other than English? Yes No

If yes, list other languages: _____

3. Describe all efforts undertaken to notify Section 3 residents of possible employment opportunities – add additional sheets if necessary (Note: by accepting federal grant funds for the subject project your company has committed to undertaking these efforts; therefore, some level of effort must be made on your behalf to meet Section 3 Residents employment goals): _____

4. Total new employees hired for the project? _____

5. How many applicants, if any, were Section 3 residents? _____

6. Was a Section 3 resident(s) hired? Yes No

7. If Yes, list complete the table below:

NUMBER OF SECTION 3 RESIDENT NEW HIRES	LIST TRADES/CRAFTS
	Total Section 3 New Hires

8. Attach copies of the *Section 3 Employment Questionnaire* completed by each applicant for the position(s) generated by the Section 3 Covered Contract.

9. How did the Section 3 Resident applicants learn of the employment/training opportunity?

- Project Site
- Sec 3 Service Area Churches/Community Centers
- Costa Mesa Personnel Dept Bulletin Board
- Costa Mesa Based Organizations
- Costa Mesa Chamber of Commerce
- Other (*specify*) _____

10. If **No**, Section 3 Resident was hired, what impediment(s) interfered with hiring a Section 3 Resident? (*Check one or more boxes and provide a brief explanation in the space provided.*)

No Section 3 Resident applicants possessed the skill, expertise, experience, training or other special qualifications required to fulfill the duties and responsibilities of the position(s) (*specify special qualifications not satisfied*): _____

No Section 3 Residents applied.

The position(s) relates to Section 3 covered activities which are subject to prevailing wages determined under Davis-Bacon Act and U.S. Department of Labor implementing regulations or other applicable HUD regulations, policies and guidelines that limit the hiring of apprentices and trainees.

Other unique impediment: _____

PART C - SIGNATURE

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge. I understand that the City of Costa Mesa and/or the United States Department of Housing and Urban Development may verify the information provided herein in connection with their Section 3 compliance evaluation/audit activities and that failure to fully and truthfully complete this Checklist is a default under the terms of my contract and may subject me to economic or other sanctions.

Name of person completing this Checklist

Signature of person completing this Checklist

Position/Title

Date

When completed, please forward this Checklist and required forms completed by each consultant, developer or contractor to the appropriate City of Costa Mesa project manager.

EXHIBIT 9
CITY OF COSTA MESA
CONTRACTOR/CONSULTANT/SUBCONTRACTOR
SECTION 3 BUSINESS CONCERN
OPPORTUNITY CHECKLIST

Instructions: Your company is required to complete this Checklist because the funding for your contract is covered by Section 3 of the Housing and Urban Development Act of 1968 ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by projects and programs funded with Community Development Block Grant (CDBG), HOME and other specified federal funds shall, to the greatest extent feasible, be directed to public housing residents or low- and very low-income persons residing in target areas in the community ("Section 3 Residents") and to businesses owned by, employing or committing to employ Section 3 Residents ("Section 3 Business Concerns").

Section 3 Business Concern Opportunity goals apply to contracting opportunities generated by a Section 3 covered project or activity. This Checklist **MUST BE COMPLETED** by all developers, contractors, consultants, and their subcontractors, (collectively referred to herein as "Contractors") who have contracted with the City or subcontracted with each other in connection with a Section 3 covered project or activity. The purpose of this Checklist is to collect information concerning Contractors' efforts to comply with Section 3 Business Concerns contracting opportunities requirements. Failure to fully and truthfully complete this Checklist is a default of the terms of your contract and may subject you to economic or other sanctions.

PART A - GENERAL

1. Name of Developer, Contractor, Consultant or Subcontractor ("Contractor") completing this Checklist:

Name of Business Subject to Section 3 Requirements: _____

Contact Person: _____

Title: _____

Phone: _____ email: _____

Project Name: _____

2. Specify the type of Section 3 Covered Contract entered into and briefly describe the project or activity to be performed:

Public works construction Affordable housing development or rehabilitation

Professional services Other (*specify*) _____

Describe the project or activity: _____

3. Restate your Section 3 business concern goals for this project (goals can be found on Exhibit 4):

Building Trade Section 3 Business Goal: \$ _____

Other Subject Contracts Section 3 Business Goal: \$ _____

PART B - CONTRACT/BUSINESS CONCERN OPPORTUNITY

1. Check box Indicating each location where a **Section 3 Business Concern Opportunity Notice** was circulated or posted. (Attach copy of Notice)

- | | |
|---|--|
| <input type="checkbox"/> Project Site | <input type="checkbox"/> Sec 3 Service Area Churches/Community Centers |
| <input type="checkbox"/> Costa Mesa Personnel Dept Bulletin Board | <input type="checkbox"/> Costa Mesa Based Organizations |
| <input type="checkbox"/> Costa Mesa Chamber of Commerce | <input type="checkbox"/> Other (specify) _____ |

2. Were notices printed in languages other than English? Yes No

If yes, list other languages: _____

3. Describe all efforts undertaken to solicit, contact, and contract with Section 3 business concerns – add additional sheets if necessary (Note: by accepting federal grant funds for the subject project your company has committed to undertaking these efforts; therefore, some level of effort must be made on your behalf to meet business concern contract goals):

4. Total contract(s)/subcontract(s) awarded for this project? _____

5. Value of contracts/Subcontracts: \$ _____

6. How contractor(s)/subcontractor(s) were Section 3 Business Concerns? _____

7. Was a Section 3 Business Concern(s) awarded the contract(s)? Yes No

8. If Yes, list each contract, type of work to be provided and dollar amount:

Contractor/Subcontractor Name	Type of Work to be provided	Contract/Subcontract Amount
Total		

Add additional sheets if necessary

9. Attach copy of **Section 3 Business Concern Eligibility Questionnaire** completed by each Contractor bidding for the contract/subcontract opportunity.

10. How did the Section 3 Business Concern learn of the Section 3 contract opportunity?

- Project Site
- Section Service Area Churches/Community Centers
- Costa Mesa Personnel Dept Bulletin Board
- Costa Mesa Based Organizations
- Costa Mesa Chamber of Commerce
- Other (specify) _____

11. If **No** Section 3 Business Concern(s) received contract/subcontracts what Impediments interfered with contracting with a Section 3 Business Concern? (Check one or more boxes and provide a brief explanation in the space provided.)

No Section 3 Business Concerns possessed the special skill, expertise, services or products required to fulfill duties and responsibilities of the job (specify special requirements not satisfied): _____

The Section 3 Covered Project is subject to competitive bidding requirements and the Section 3 Business Concern(s) was not the lowest responsible bidder.

The Section 3 Covered Project requires the contractor to comply with specific insurance and bonding requirements and no Section 3 Business Concern(s) satisfied these requirements.

The Section 3 Covered Project is subject to prevailing wages determined under Davis-Bacon Act and U.S. Department of Labor implementing regulations or other applicable HUD regulations, policies and guidelines that limit the hiring of apprentices and trainees.

No Section 3 Business Concern submitted bids/proposals.

Other unique impediment (specify): _____

PART C - SIGNATURE

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge. I understand that the City of Costa Mesa and/or the United States Department of Housing and Urban Development may verify the information provided herein in connection with their Section 3 compliance evaluation/audit activities and that failure to fully and truthfully complete this Checklist is a default under the terms of my contract and may subject me to economic or other sanctions.

Name of person completing this Checklist

Signature of person completing this Checklist

Position/Title

Date

When completed, please forward this Checklist and required forms completed by each consultant, developer or contractor to the appropriate City of Costa Mesa project manager.

EXHIBIT 10
CITY OF COSTA MESA
SECTION 3 BUSINESS CONCERN ELIGIBILITY QUESTIONNAIRE

This form is to be completed by all contractors and subcontractors to determine if the business qualifies as a Section 3 Business Concern.

Name of Business: _____

Address of Business: _____

Telephone No.: _____ Fax No.: _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Employer I.D. Number: _____

DUNS Number: _____ CCR Number: _____

Section 3 Business Concern Qualifying Basis (check one)

- Provider of permanent, full-time employment for at least 30% low-income Costa Mesa residents
- 51% owned by Section 3 low-income Costa Mesa resident(s)
- Public housing resident owned business
- Youth build project contractor
- Do not wish to be qualified as a Section 3 business concern

Ethnicity (check one):

- White African/American Native American
- Hispanic Asian/Pacific Islander Other (please specify) _____

Woman Owned: Yes No

How did you learn of this contract opportunity?

- Project Site Section Service Area Churches/Community Centers
- Costa Mesa Personnel Dept Bulletin Board Costa Mesa Based Nonprofit Organizations
- Costa Mesa Chamber of Commerce Other (specify) _____

By this signature affixed hereto, I declare under penalty of perjury that the above information is correct.

Print Name

Signature of Section 3 Business Concern Owner

Date

Section 3 Resident is a resident of public housing or a person who lives in the area in which a HUD-assisted project is located & who is low-income (i.e., family median income of 80% or less) or very low-income (i.e., family median income of 50% or less). Contact City of Costa Mesa to obtain income limit information - 714-754-5678.

For Office Use Only:	
Section 3 Business Concern: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Qualified by _____	Date _____

VI. Attachments

Attachment 1 Section 3 Regulations

Attachment 2 Section 3 Procedures for City Departments

Attachment 3 City of Costa Mesa CDBG Target Area Map and Income Limits

2/26/07

ATTACHMENT 1

SECTION 3 REGULATIONS

§ 135.1

APPENDIX TO PART 135

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

SOURCE: 59 FR 33880, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1996. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

(60 FR 28326, May 31, 1995)

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the

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expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act.

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds—(i) No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance—(A) Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under

which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection

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with section 3 covered projects (as described in § 135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

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Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 clause means the contract provisions set forth in § 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and

materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See § 135.40. *Section 3 resident* means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that

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such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may

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not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)*—(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a-276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended

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by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in § 135.5) and their contractors and

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subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project:

(1) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §136.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.* (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in §135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the

operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in §135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at §135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist

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local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is

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located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments

for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in § 135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding

the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701a (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the names and location of the persons taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR

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part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in

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management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident owned businesses and use of procedures under 24 CFR part 968 regarding HA contracts to IIA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A section 3 joint venture means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging non-compliance with the regulations of this

part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in § 135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in § 135.7, which includes PHA and HIA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under § 135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of

debarment, suspension or otherwise ineligible status.

§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor.

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Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in §135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or

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omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges non-compliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint—(1) Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.*

(1) Within ten (10) days of timely filing of a complaint that contains complete

information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint.* Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the com-

plaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution.* Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution.* The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(4) *Sanctions.* Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(5) *Investigation of complaint.* The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(6) *Intimidatory or retaliatory acts prohibited.* No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of

§ 135.90

complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise

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made available to the recipient or contractor.

APPENDIX TO PART 135

1. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2

persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a spe-

cific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

11. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

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(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.38(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than

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\$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(1) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

the section 3 covered contract to be awarded with sufficient specificity;

-- the time within which quotations must be submitted; and

-- the information that must be submitted with each quotation.

(B) If the method described in paragraph (1)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(1) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(1) Bids shall be solicited from all businesses (section 3 business concerns and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	or lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	8% of that bid, or \$18,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$27,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$80,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 1/2% of the lowest responsive bid with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)). (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (21 CFR 85.30(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 21 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering

price and all other factors specified in the RFP.

PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Subpart A—General

- Sec.
- 146.1 Purpose of the Age Discrimination Act of 1975.
- 146.3 Purpose of HUD's age discrimination regulation.
- 146.5 Applicability of part.
- 146.7 Definitions.

Subpart B—Standards for Determining Age Discrimination

- 146.11 Scope of subpart.
- 146.13 Rules against age discrimination.

Subpart C—Duties of HUD Recipients

- 146.21 General responsibilities.
- 146.23 Notice of subrecipients.
- 146.25 Assurance of compliance and recipient assessment of age distinctions.
- 146.27 Information requirements.

Subpart D—Investigation, Settlement, and Enforcement Procedures

- 146.31 Compliance reviews.
- 146.33 Complaints.
- 146.35 Mediation.
- 146.37 Investigation.
- 146.39 Enforcement procedures.
- 146.41 Prohibition against intimidation or retaliation.



FY 2020 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits MTSP Income Limits HUD LIHTC Database

FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category								
		1	2	3	4	5	6	7	8	
Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area	\$103,000	Very Low (50%) Income Limits (\$)	44,850	51,250	57,650	64,050	69,200	74,300	79,450	84,550
		Explanation								
		Extremely Low Income Limits (\$)*	26,950	30,800	34,650	38,450	41,550	44,650	47,700	50,800
		Explanation								
		Low (80%) Income Limits (\$)	71,750	82,000	92,250	102,450	110,650	118,850	127,050	135,250
		Explanation								

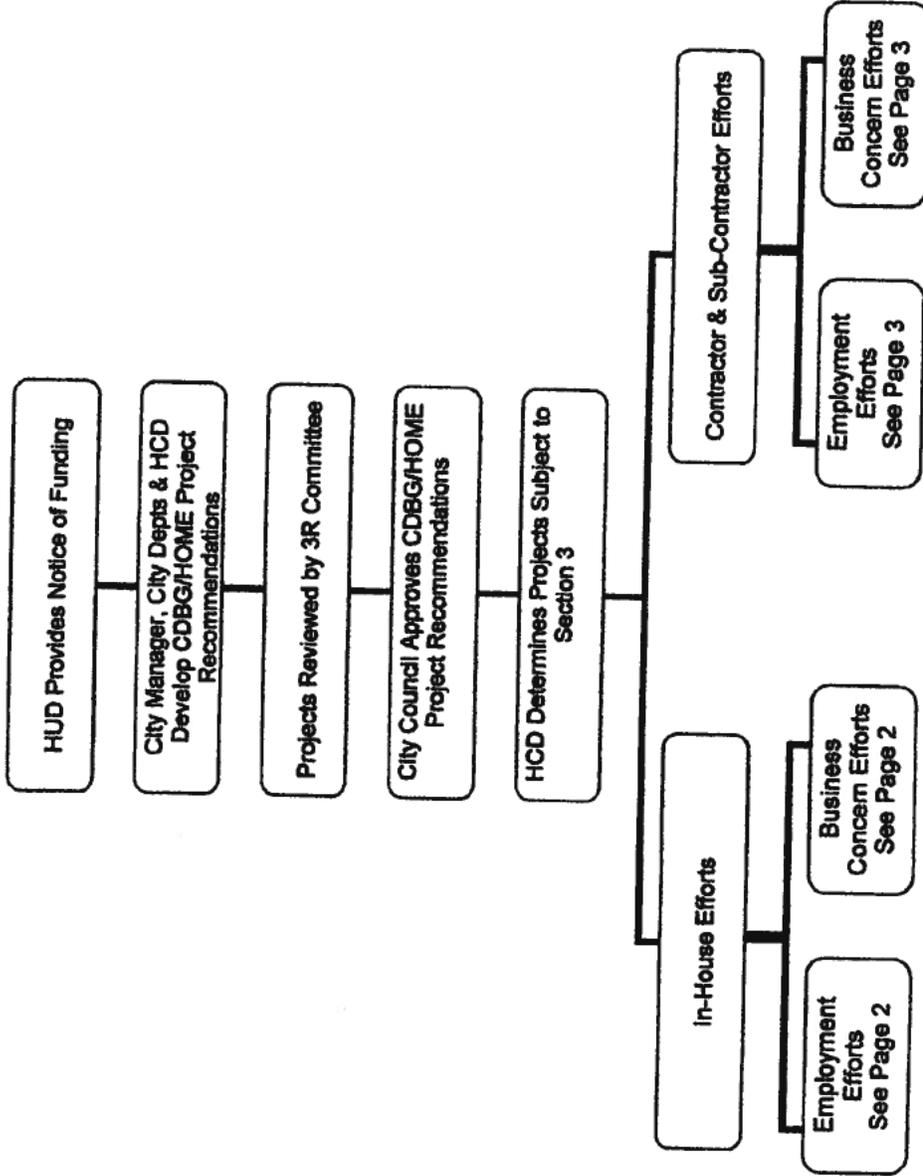
NOTE: Orange County is part of the **Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area**, so all information presented here applies to all of the **Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area**.

The **Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area** contains the following areas: Orange County, CA;

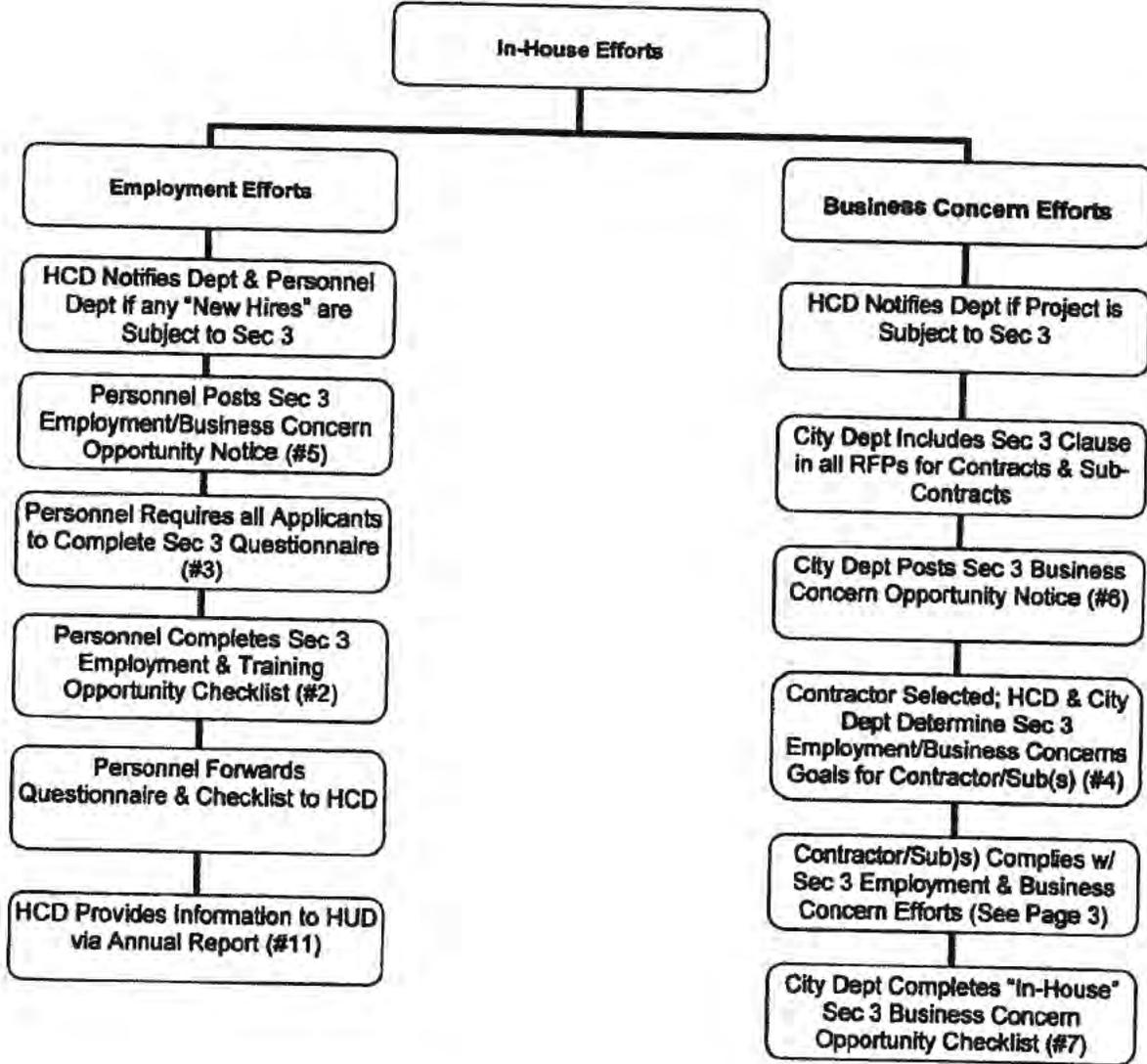
ATTACHMENT 2

SECTION 3 PROCEDURES FOR CITY DEPARTMENTS

SECTION 3 PROCEDURES FLOWCHART

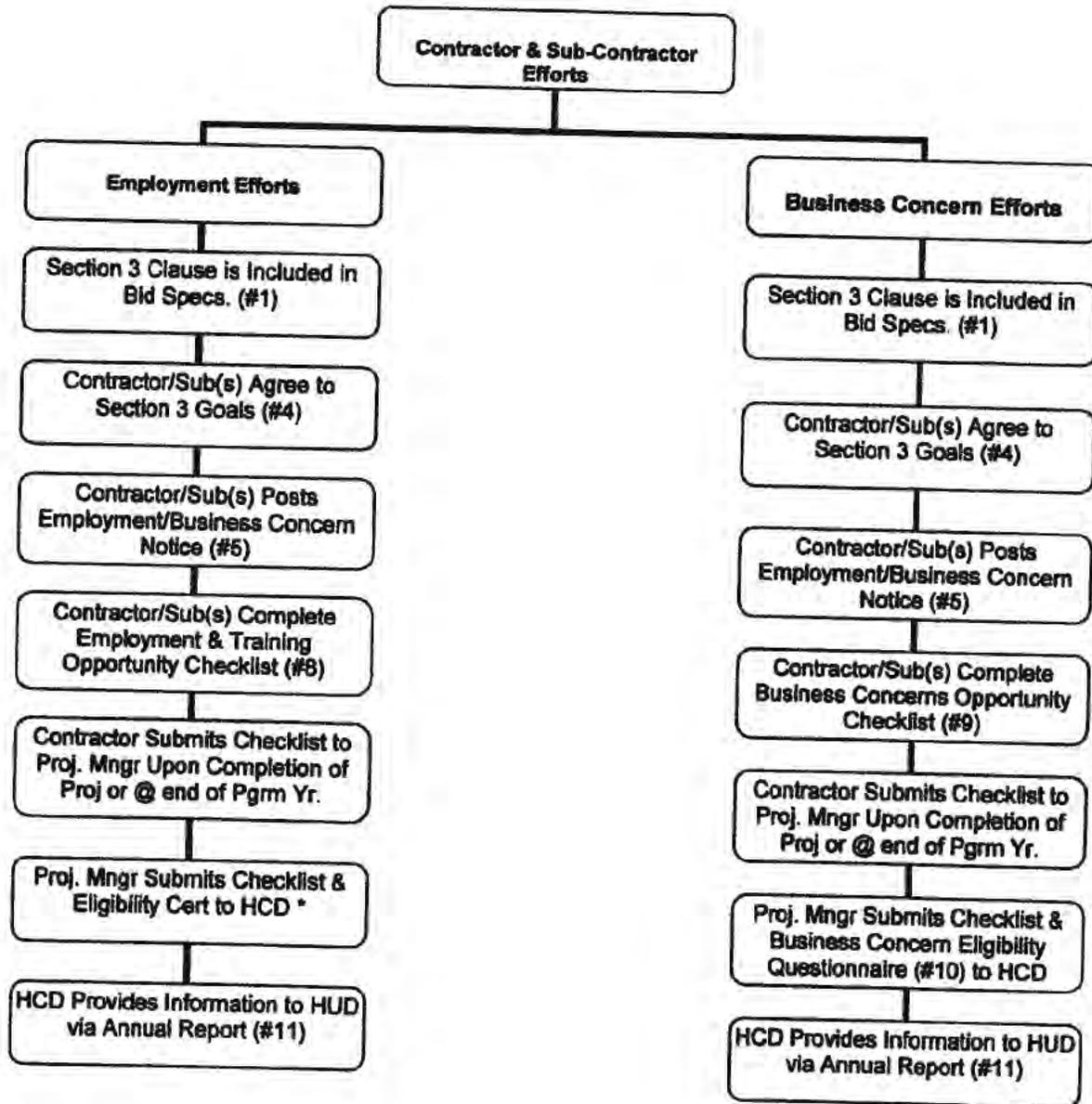


SECTION 3 PROCEDURES FLOWCHART



(#X) refers to Exhibits

SECTION 3 PROCEDURES FLOWCHART

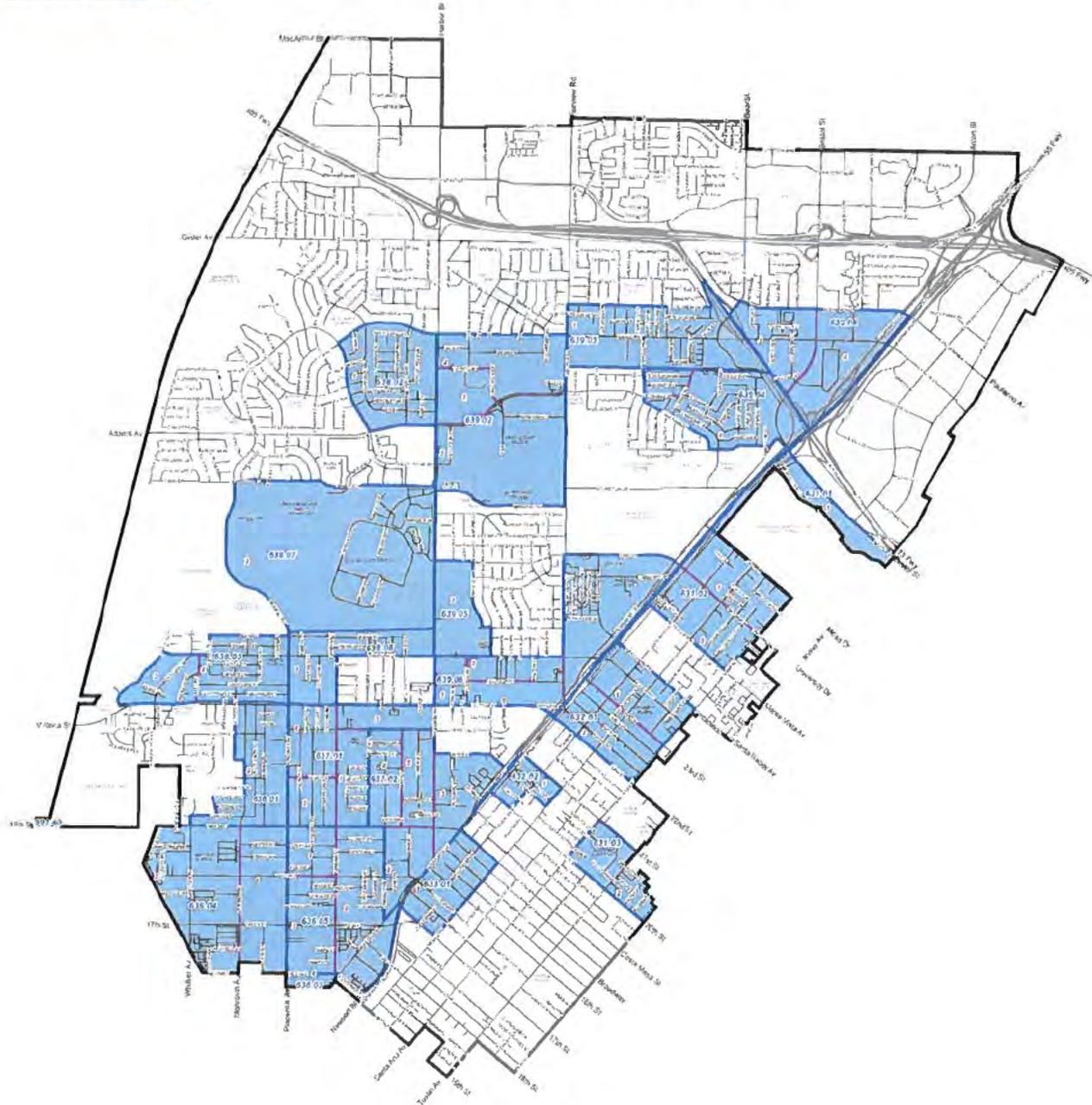


(#X) refers to Exhibits

*All FT applicants must complete Exhibit 3



City of Costa Mesa CDBG



Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving non-construction contracts		

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

"General Decision Number: CA20200024 03/06/2020

Superseded General Decision Number: CA20190024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020
3	03/06/2020

ASBE0005-002 09/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 43.77	22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....	\$ 20.63	12.17

* BRCA0004-010 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.98	14.90

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 31.25	13.41
TERRAZZO WORKER/SETTER.....	\$ 38.39	14.18

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17

(7) Table Power Saw		
Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0011-002 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 36.07	3%+14.43
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK:
 Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

 * ELEC0441-001 02/24/2020

	Rates	Fringes
CABLE SPLICER.....	\$ 48.28	21.90

ELECTRICIAN.....\$ 46.16 21.83

* ELEC0441-003 12/01/2019

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 36.72	14.81
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

* ELEC0441-004 02/24/2020

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 46.76	21.86
Electrician.....	\$ 46.16	21.83
Technician.....	\$ 34.62	21.49

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc. Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc. Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of "fish and pull wires". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary toinstall the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, dector loop, fiber optic cable and video/data.

 * ELEC1245-001 01/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 58.09	19.74
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 46.40	18.55
(3) Groundman.....	\$ 35.47	18.17

(4) Powderman.....\$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

* ELEV0018-001 01/01/2020

ELEVATOR MECHANIC.....\$ 57.40 34.765+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

OPERATOR: Power Equipment (All Other Work)
GROUP 1.....\$ 45.30 25.25
GROUP 2.....\$ 46.08 25.25
GROUP 3.....\$ 46.37 25.25
GROUP 4.....\$ 47.86 25.25
GROUP 5.....\$ 48.96 25.25
GROUP 6.....\$ 48.08 25.25
GROUP 8.....\$ 48.19 25.25
GROUP 9.....\$ 49.29 25.25
GROUP 10.....\$ 48.31 25.25
GROUP 11.....\$ 49.41 25.25
GROUP 12.....\$ 48.48 25.25
GROUP 13.....\$ 48.58 25.25
GROUP 14.....\$ 48.61 25.25
GROUP 15.....\$ 48.69 25.25
GROUP 16.....\$ 48.81 25.25
GROUP 17.....\$ 48.98 25.25
GROUP 18.....\$ 49.08 25.25
GROUP 19.....\$ 49.19 25.25
GROUP 20.....\$ 49.31 25.25
GROUP 21.....\$ 49.48 25.25
GROUP 22.....\$ 49.58 25.25
GROUP 23.....\$ 49.69 25.25
GROUP 24.....\$ 49.81 25.25
GROUP 25.....\$ 49.98 25.25

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)
GROUP 1.....\$ 46.65 25.25
GROUP 2.....\$ 47.43 25.25
GROUP 3.....\$ 47.72 25.25
GROUP 4.....\$ 47.86 25.25
GROUP 5.....\$ 48.08 25.25
GROUP 6.....\$ 48.19 25.25
GROUP 7.....\$ 48.31 25.25
GROUP 8.....\$ 48.48 25.25
GROUP 9.....\$ 48.65 25.25
GROUP 10.....\$ 49.65 25.25

GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel

Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy;

Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up

to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County

boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 33.58	24.66
Ornamental, Reinforcing and Structural.....	\$ 40.00	33.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2019

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 44.05	18.42
GROUP 2.....	\$ 43.10	18.42
GROUP 3.....	\$ 39.56	18.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2019

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07

GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services;

Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00652-003 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO1184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional Drill Operator.....	\$ 38.72	15.05
(4) Electronic Tracking Locator.....	\$ 40.72	15.05
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 37.91	18.06
GROUP 2.....	\$ 39.21	18.06
GROUP 3.....	\$ 41.22	18.06
GROUP 4.....	\$ 42.96	18.06

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/07/2019

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 34.82	20.02
PLASTER TENDER.....	\$ 37.37	20.02

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2019

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 28.59	15.97
(2) All Other Work.....	\$ 32.12	16.09

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2019

Rates Fringes

DRYWALL FINISHER/TAPER.....	\$ 42.18	19.52
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* PAIN0036-015 01/01/2020

Rates Fringes

GLAZIER.....	\$ 43.45	23.39
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FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

* PAIN1247-002 01/01/2020

Rates Fringes

SOFT FLOOR LAYER.....	\$ 37.55	13.78
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PLAS0200-009 08/07/2019

Rates Fringes

PLASTERER.....	\$ 43.73	16.03
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PLAS0500-002 07/01/2019

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 37.00	25.53
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PLUM0016-001 09/01/2018

Rates Fringes

PLUMBER/PIPEFITTER

Plumber and Pipefitter
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft.

of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 50.13	22.16
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 37.10	19.51

PLUM0345-001 09/01/2019

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.....	\$ 34.40	23.05
Sewer & Storm Drain Work....	\$ 34.40	23.05

ROOF0036-002 08/01/2019

	Rates	Fringes
ROOFER.....	\$ 39.52	17.47

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-008 04/01/2019

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.85	23.85

SFCA0709-003 01/01/2018

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.26	25.92

SHEE0105-003 01/01/2020

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 45.78	28.96
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 45.78	28.96

TEAM0011-002 07/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.59	29.59
GROUP 2.....	\$ 31.74	29.59
GROUP 3.....	\$ 31.87	29.59
GROUP 4.....	\$ 32.06	29.59
GROUP 5.....	\$ 32.09	29.59
GROUP 6.....	\$ 32.12	29.59
GROUP 7.....	\$ 32.37	29.59
GROUP 8.....	\$ 32.62	29.59
GROUP 9.....	\$ 32.82	29.59
GROUP 10.....	\$ 33.12	29.59
GROUP 11.....	\$ 33.62	29.59
GROUP 12.....	\$ 34.05	29.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work;

Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: APRIL 23, 2020

TO: ALL PERSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

<u>NEW MANDATORY PRE-BID JOB WALK:</u>	1:00 P.M.,	Monday, May 4TH, 2020
<u>REVISED BID SUBMITTAL DATE:</u>	10:00 A.M.,	Friday, May 22ND, 2020
<u>REVISED BID OPENING DATE:</u>	2:00 P.M.,	Friday, May 22ND, 2020
<u>REVISED RFI (REQUEST FOR INTERPRETATION) DATE *:</u>	10:00 A.M.,	Tuesday, May 12TH, 2020
<u>REVISED REQUEST FOR THE USE OF EQUIVALENTS DEADLINE *:</u>	10:00 A.M.,	Tuesday, May 12TH, 2020

* Revision to notes 21 and 22 on Sheets B-4 and B-5 in the Information for Bidders Section of the project specifications are attached.

The new mandatory pre-bid job walk will be conducted on site at 3175 Airway. In consideration of the recent COVID-19 pandemic, social distancing practices will be maintained. Perspective bidders will be required to wear protective face coverings and will not be allowed to attend the job walk without practicing the prescribed safety precautions.

Addendum No. 1
Project and Specifications No. 20-05

To qualify to bid on the project, perspective bidders are required to attend the job walk and bring a business card with their name and company contact information printed on it and personal signature on the back. Signed business cards will be collected as a record of attendance.

Please acknowledge receipt of the attached NIB and specification changes on the Proposal Page "P-4".

Sincerely,



Bobby Fouladi, P.E.
Associate Engineer

Attachments:
Revised 20-05 Notice Inviting Bid (NIB)
Revised Information for Bidders Sheets B-4 and B-5

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

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids for furnishing all labor, materials, equipment, transportation and such other facilities as may be required for:

**COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG),
3175 AIRWAY AVENUE, COSTA MESA
CITY PROJECT NO. 20-05**

1. **BID OPENING:** Sealed bids will be received by the City of Costa Mesa (City) at the Office of the City Clerk, 77 Fair Drive, Costa Mesa, California, before a submittal deadline of **10:00 A.M., Friday, May 22, 2020**. 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 its bid is received in proper time.
As a precautionary measure in response to the COVID-19 pandemic, a public bid opening will not be allowed and the following measures are being taken to ensure the health and safety of all parties during the bid opening process:
On the day of the submittal deadline, sealed proposals intended to be delivered in person to the City Clerk's office, Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, California 92626 will be received at a table outside of City Hall in front of the north entry doors. Provided they are received by the City Clerk's office before the submittal deadline, sealed proposals will also be accepted by post mail.
The bid opening will be conducted at **2:00 P.M., Friday, May 22, 2020** by the City Clerk. NO public viewing of the bid opening will be allowed due to precautions related to COVID-19. Upon opening all the valid submitted bids, and verifying their contents, the City Clerk's office will contact each bidder via email and distribute the results and summary of the bid opening.
2. **BID CONTENTS:** All bids must be submitted on the proposal form included in the bid packet. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements. Each bid must be submitted in a sealed envelope addressed to the City Clerk with the Project Name, Project Number, and name of the bidder typed or clearly printed on the envelope. The sealed envelope shall not contain other distinguishing marks.
3. **BID DOCUMENTS:** **Complete bid packets will be available electronically, at no cost, via CIPLIST.com (a third-party website) at [http://ciplist.com/plans/?Costa Mesa/city/11556](http://ciplist.com/plans/?Costa%20Mesa/city/11556). Hard copies will NOT be available for purchase from the City.**
All bidders must register with CIPLIST.com in order to retrieve plans, specifications, addenda, bidders list, etc. It is the responsibility of prospective bidders to download and print the bid documents for review and bid. It is also 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 confirmation 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 confirmation 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.

4. **BID SECURITY:** Each bid must be submitted with a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid. No bid will be considered unless accompanied by such certified check, cashier's check, or bid bond.
5. **CONTRACTOR'S LICENSE:** A valid **Class "B" Contractor License (General Building Contractor)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code Section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
6. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to California Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Section 1725.5.
7. **PREVAILING WAGES:** This is a federally assisted construction contract subject to prevailing wage requirements of the Davis-Bacon and Related Acts. Generally, the applicable Federal wage decision is the one in effect ten (10) days prior to bid opening; it can be located online at <http://www.wdol.gov/dba.aspx>. This Project is a "public work" subject to State prevailing wage requirements. In the event of a conflict between the Federal and State wage rates, the higher of the two will apply. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all workers employed on the Project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with the Public Services Department of the City of Costa Mesa and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the Director's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
8. **SECTION 3 REQUIREMENT:** This project is subject to Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic development opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons. Federal regulations set numerical goals for meeting the "greatest extent feasible" requirement for recipients of Section 3 covered community development assistance, contractors and subcontractors.
New Hire Goals: Minimum 30% aggregate number of new hires shall be Section 3 residents and/or Section 3 Business Concerns.
Contract Goals: 10% of total dollar amounts of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction or other public construction.
Section 3 covered contracts do not include contracts for the purchase of supplies and materials, however, contracting with Section 3 Business Concerns for supplies and materials is encouraged. HUD recommends a recipient try to meet both employment and business concern contracting goals.

The recipient (or contractor/subcontractor if applicable) will have the burden of demonstrating why it was not feasible to meet the numerical goals set forth by HUD. Justification should include impediments encountered despite actions taken.

9. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no contractor or sub-contractor shall discriminate in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
10. **CITY'S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
11. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful Bidder prior to award of the Contract.
12. **RETENTION:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as the escrow agent, and City shall then pay such moneys to the Contractor. Refer to the Sample Contract for further clarification.
13. **ADDITIONAL REQUIREMENTS:** This Project is subject to local, State, and Federal regulations and requirements, as detailed in the bid packet and contract documents.

NOTE: A MANDATORY PRE-BID JOB WALK WILL CONDUCTED ON SITE AT 3175 AIRWAY, COSTA MESA CA, AT 1:00 P.M. ON MAY 4, 2020 .

For further information regarding this Project, please contact Arash Rahimian at Arash.Rahimian@costamesaca.gov

Published in Addendum 1 April 23, 2020

Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.

17. **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.
18. **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.
19. **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.
20. **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. It will be the responsibility of the bidder to contact the City prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the bid.
21. **QUESTIONS TO THE ENGINEER:** *Pre-bid Request for Interpretations (RFIs) shall be submitted by May 12, 2020 at 10:00 am. RFI requests submitted after the advised date may not receive a response. Substitution proposals will only be considered during the bidding phase.*
22. **EQUIVALENT MATERIALS:** *Requests for the use of equivalents to those specified, must be submitted to the City. Substitution proposals will only be considered during the bidding phase. All substitution proposal requests shall be*

submitted to the City for review no later than May 12, 2020 at 10:00 am. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent

23. **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
24. **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.
25. **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.



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: APRIL 30, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

MANDATORY

PRE-BID JOB WALK DATE: 1:00 P.M., Monday, May 4TH, 2020 NO CHANGE

PRE BID JOB WALK LOCATION: 3175 Airway Costa Mesa, CA 92626 NO CHANGE

BID SUBMITTAL DATE: 10:00 A.M., Friday, May 22ND, 2020 NO CHANGE

BID SUBMITTAL LOCATION: 77 Fair Drive Costa Mesa, CA 92626 NO CHANGE

BID OPENING DATE: 2:00 P.M., Friday, May 22ND, 2020 NO CHANGE

BID OPENING LOCATION: Due to COVID-19 safety measures there will be not be a public Bid Opening. NO CHANGE

ADDENDUM 2 PLAN UPDATES: Summary and plans per Borders Architects Attached.

PRE-RECORDED VIDEO OF PRE-BID JOB WALK (Mandatory Job Walk Still Required):

Click Link → <https://youtu.be/mfUvwY8VXn4>

Addendum No. 2
Project and Specifications No. 20-05

To qualify to bid on the project, perspective bidders are required to attend the on-site pre-bid job walk per Addendum No.1 (at 3175 airway, 1:00pm, Monday, May 4th 2020) and bring a business card with their name and company contact information printed on it and personal signature on the back. Signed business cards will be collected as a record of attendance. The pre-recorded job-walk video has been provided as an additional reference only and will not qualify bidders in lieu of the mandatory on-site pre-bid job walk.

Please acknowledge receipt of the attached NIB and specification changes on the Proposal Page "P-4".

Sincerely,



Bobby Fouladi, P.E.
Associate Engineer

Attachments:

- Borders Architects Addendum 2 Plan Summary (2 pages)
- Borders Architects Addendum 2 Plan Updates (20 pages)

ADDENDUM

No. 2 Delta 3, dated 4/30/2020
Date: 28 April 2020
Project: Costa Mesa Permanent Bridge Shelter

Project No. 19032

Attention Bidders- The clouds and deltas as noted on the enclosed drawings are an attempt to assist the bidders in locating the changes on the plans but it is the bidder's responsibility to include any change in their bid amount.

This Addendum shall serve to modify the Bid Documents for the above-referenced project as follows:

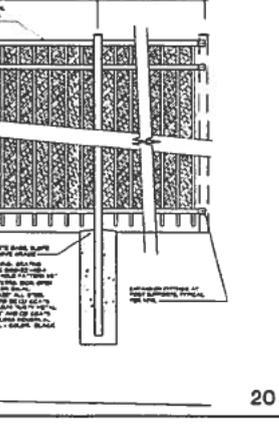
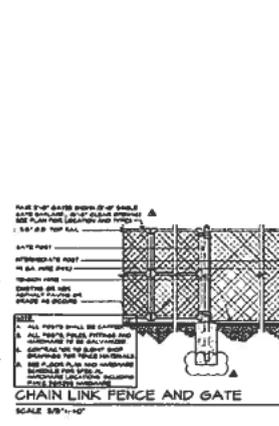
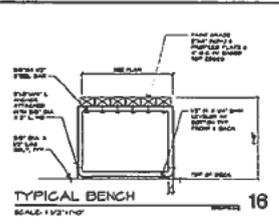
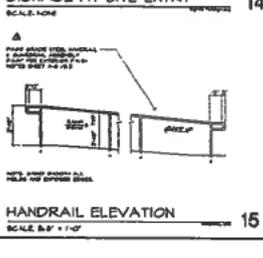
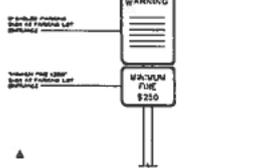
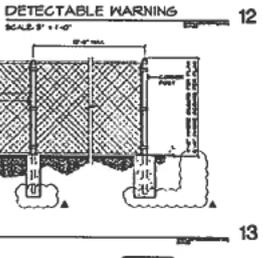
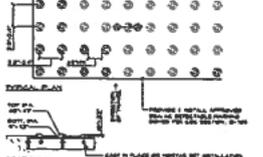
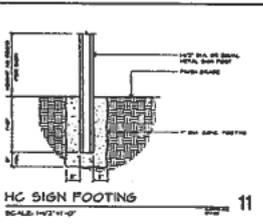
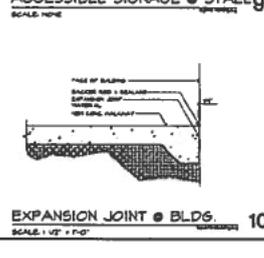
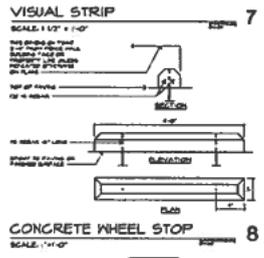
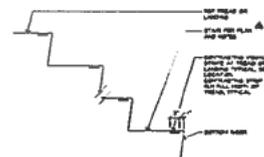
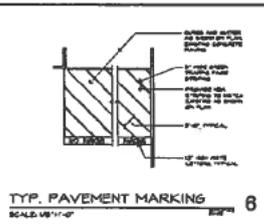
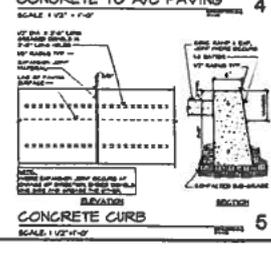
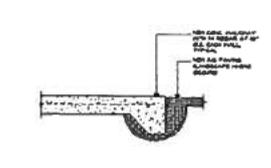
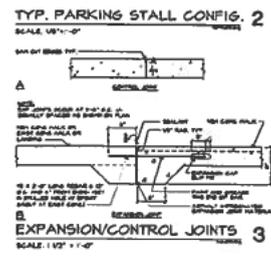
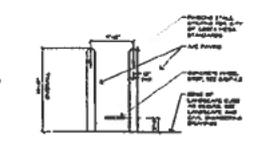
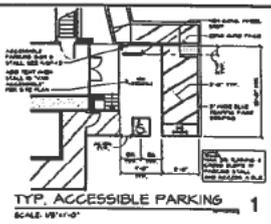
- A) Drawings: The Drawings for the proposed Work are modified as indicated by Revision dated 4/23/2020 and as follows:
1. Sheet CS:
 - a. Clarify Letter for Plumbing Code Analysis
 - b. Clarify Code analysis for Nonseparated Occupancies
 2. Sheet EX-1:
 - a. Clarify 1 hour rated corridor assembly location on Key Plan.
 3. Sheet SP-1:
 - a. Clarify parking striping configuration at stalls at the south row along the south property line.
 - b. Clarify parking striping configuration at stalls at north row along south side of building in the south lot.
 - c. Clarify Code analysis for Nonseparated Occupancies
 4. Sheet SP-1.2:
 - a. Clarify extent of pre-fabricated modular ramp system and CBC Compliance notation.
 5. Sheet SP-1.3:
 - a. Clarify footing information for fence posts on Details 13, 20 and 23.
 6. Sheet A-8 Door Schedule:
 - a. Clarify Door No. 022 to include Panic Hardware

7. Sheet A-9.1:
 - a. Clarify additional clearance dimensions on Detail 8.
 - b. Clarify Note No.1 on Detail 8 that Room 004 is a single non-ADA/CBC compliant restroom.
 - c. Clarify additional dimensional clearances on Detail 10.
 - d. Clarify General Toilet Room Notes- add note number 9 regarding reference to Sheet ACC-3 for additional clearance and dimensions and notations.
 - e. Clarify Plan Note No. 7, Detail 8.
8. Sheet A-9.3:
 - a. Clarify additional Notes regarding restroom partitions, Detail 2.
9. Sheet S1.2
 - a. Added Schedule to Pole footing detail for fence post footings.
10. Sheet P3.1:
 - a. Added note about no water pipes over server room.
11. Sheet P3.2:
 - a. Added voltage to gas solenoid valve
12. Sheet M3.1:
 - a. Removed economizer from RTU-1 and RTU-3.
13. Sheet E1.0:
 - a. Revised spec on transfer switch
14. Sheet E2.1:
 - a. added note about shutoffs to electrical equipment under hood
15. Sheet E3.1:
 - a. Revised spec on transfer switch
16. Sheet E4.1:
 - a. Revised panel schedule for equipment under hood
17. Sheet E5.2:
 - a. Revised transfer switch detail. Added wiring diagram for equipment under hood
18. Sheet SC-5: New Sheet Added-Security Specifications
19. Sheet SC-6: New Sheet Added-Security Specifications
20. Sheet SC-7: New Sheet Added-Security Specifications

End of Addendum

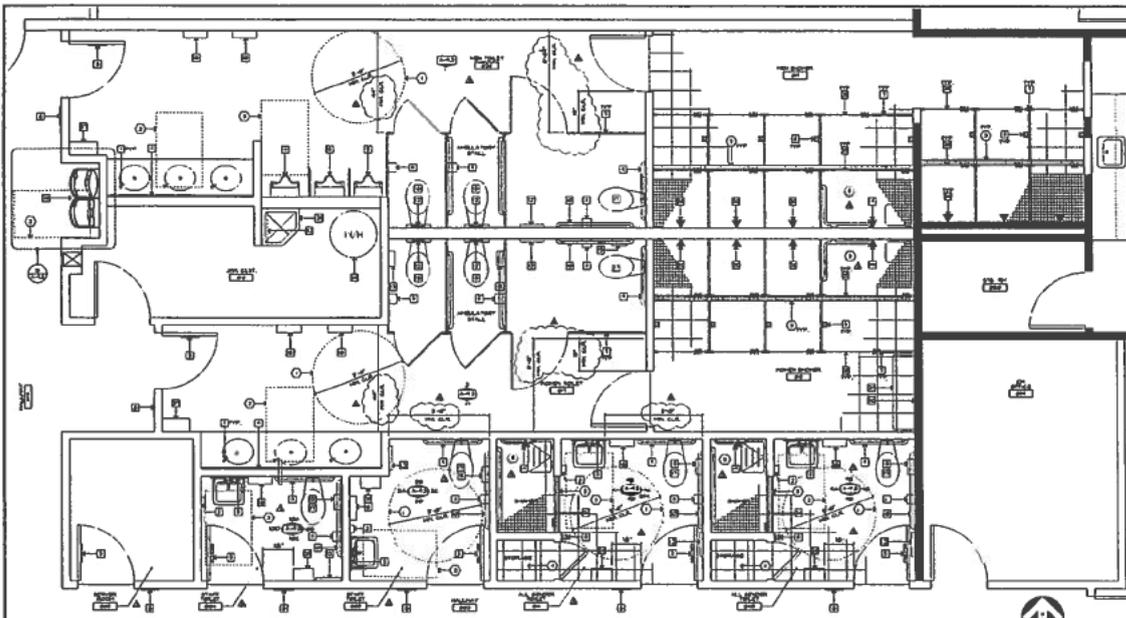


Revised	By	Date





Revisions	By	Date
1	MM	08/11/15
2	MM	08/11/15
3	MM	08/11/15
4	MM	08/11/15
5	MM	08/11/15
6	MM	08/11/15
7	MM	08/11/15
8	MM	08/11/15
9	MM	08/11/15
10	MM	08/11/15



GENERAL TOILET ROOM NOTES

1. ALL FIXTURES ARE TO FACE UNLESS OTHERWISE NOTED OR INDICATED.
2. FINISHES AND MATERIALS TO BE USED TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS. FINISHES TO BE USED TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.
3. TOILET ROOMS TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.
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10. TOILET ROOMS TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.

RESTROOM ACCESSORIES LEGEND

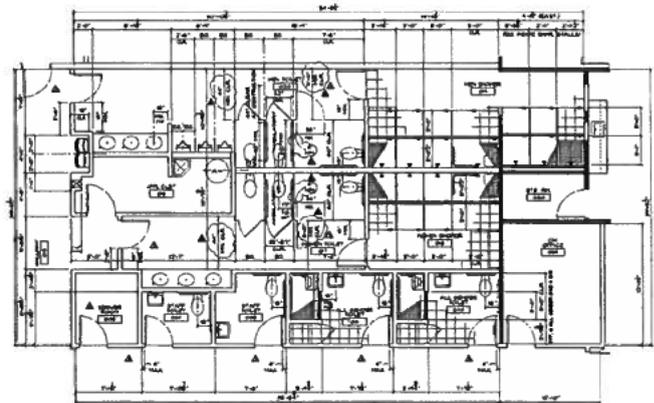
- 1. TOILET ROOM ACCESSORIES TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.
- 2. TOILET ROOM ACCESSORIES TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.
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- 19. TOILET ROOM ACCESSORIES TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.
- 20. TOILET ROOM ACCESSORIES TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.

PARTIAL ENLARGED PLAN KEY NOTES

1. TOILET ROOM ACCESSORIES TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.
2. TOILET ROOM ACCESSORIES TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.
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10. TOILET ROOM ACCESSORIES TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.

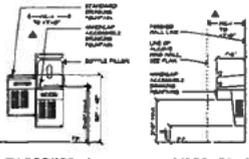
PARTIAL ENLARGED TOILET/SHOWER ROOM PLAN
SCALE: 1/2"=1'-0"

NOTE:
TOILET ROOMS TO BE IDENTIFIED FROM THE FINISH SCHEDULE AND SPECIFICATIONS.

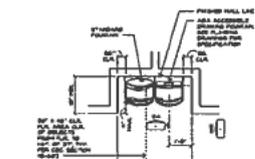


PARTIAL ENLARGED DIMENSIONED PLAN
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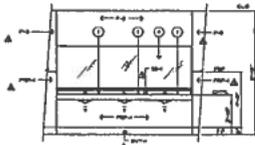




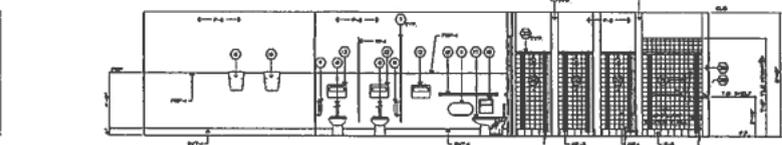
DRINKING FOUNTAINS
SCALE: 1/2"=1'-0"



16 MENS SHOWER RM. 019 AND MENS TOILET RM. 020
SCALE: 3/8"=1'-0"



17 WOMENS TOILET RM. 017
SCALE: 3/8"=1'-0"

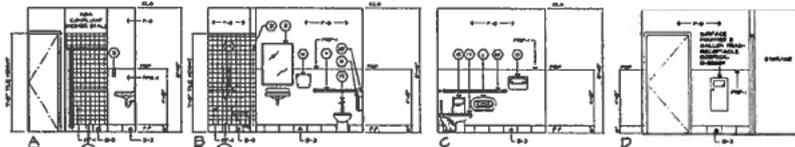


2 WOMENS SHOWER RM. 018 AND WOMENS TOILET RM. 017
SCALE: 3/8"=1'-0"

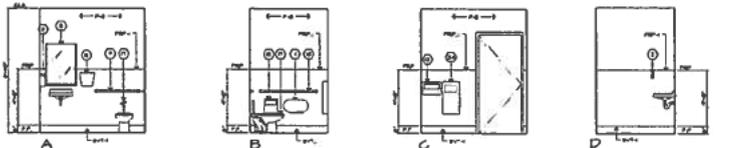
NOTES

1. REVISIONS PLUMBING REVISIONS SHOWN WITH SHOWN PLUMBING REVISIONS IN PINK AND NEW PLUMBING SYMBOLS IN RED. ALL REVISIONS TO BE MADE BY THE CONTRACTOR AND SHALL BE SHOWN ON THE DRAWING BY THE CONTRACTOR ON THE DATE OF THE REVISION.
2. FINISHES FOR THE RESTROOMS SHALL BE AS SHOWN ON THE DRAWING. SEE THE FINISH SCHEDULE FOR THE FINISHES.
3. FINISHES SHALL COMPLY WITH THE 2018 IBC 1101.1.1.1.

3 STAFF TOILET RM. 003
SCALE: 3/8"=1'-0"



9 TYP. ALL GENDER TOILET RM. 040 & 041
SCALE: 3/8"=1'-0"



10 STAFF TOILET RM. 004
SCALE: 3/8"=1'-0"

ELEVATION KEY NOTES

1. FINISHES SHOWN WITHIN THE ROOMS SHALL BE AS SHOWN ON THE DRAWING.
2. FINISHES SHOWN WITHIN THE ROOMS SHALL BE AS SHOWN ON THE DRAWING.
3. FINISHES SHOWN WITHIN THE ROOMS SHALL BE AS SHOWN ON THE DRAWING.
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19. FINISHES SHOWN WITHIN THE ROOMS SHALL BE AS SHOWN ON THE DRAWING.
20. FINISHES SHOWN WITHIN THE ROOMS SHALL BE AS SHOWN ON THE DRAWING.

BORDER
ROBERT BORDERS L ASSOCIATES
ARCHITECTS - CONSULTANTS - INTERIORS

1075 KOSCIUSKO AVENUE
SUITE 100
OAKLAND, CA 94612
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COSTA MESA PERMANENT BRIDGE SHELTER

3175 AIRWAY AVE.
COSTA MESA, CA 92626
CITY PROJECT NO. 20



RESTROOM INTERIOR ELEVATIONS

Revisions	By	Date

Sheet **A-9.3**
DO NOT ADDEND 14/22

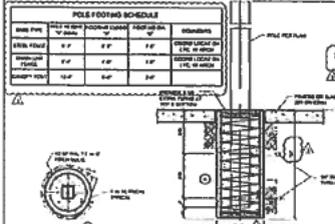
GRADE OR REINFORCING BAR TENSION SPICE (LENGTH IN INCHES)	GRADE OR REINFORCING BAR TENSION SPICE (LENGTH IN INCHES)										
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1	12	18	24	30	36	42	48	54	60	66	72
2	12	18	24	30	36	42	48	54	60	66	72
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NOTES:

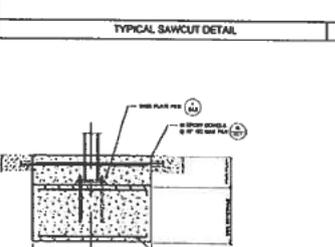
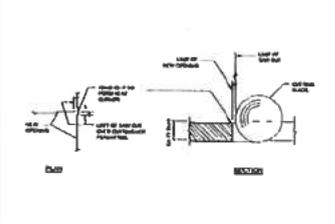
1. ALL WELDED JOINTS SHALL BE MADE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AISC STEEL CONSTRUCTION INSTITUTE (AISC).
2. ALL WELDED JOINTS SHALL BE MADE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AISC STEEL CONSTRUCTION INSTITUTE (AISC).
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10. ALL WELDED JOINTS SHALL BE MADE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AISC STEEL CONSTRUCTION INSTITUTE (AISC).
11. ALL WELDED JOINTS SHALL BE MADE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AISC STEEL CONSTRUCTION INSTITUTE (AISC).

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6	2.0
7	2.0
8	2.0
9	2.0
10	2.0
11	2.0

ITEM	QUANTITY	REMARKS	MAX. DIM.	MAX. WGT.
1	100.00	CONCRETE	12.00	150.00
2	100.00	CONCRETE	12.00	150.00
3	100.00	CONCRETE	12.00	150.00
4	100.00	CONCRETE	12.00	150.00
5	100.00	CONCRETE	12.00	150.00
6	100.00	CONCRETE	12.00	150.00
7	100.00	CONCRETE	12.00	150.00
8	100.00	CONCRETE	12.00	150.00
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10	100.00	CONCRETE	12.00	150.00
11	100.00	CONCRETE	12.00	150.00



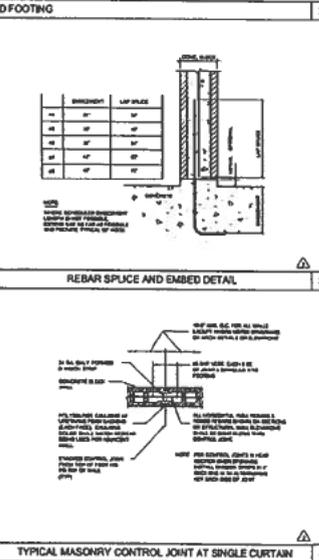
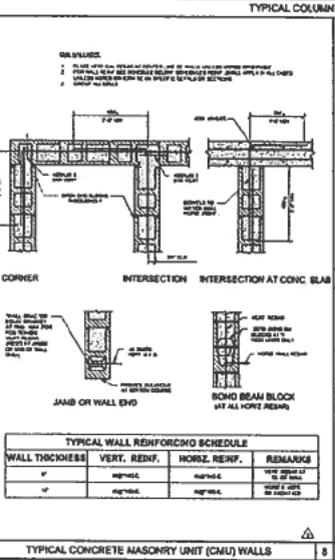
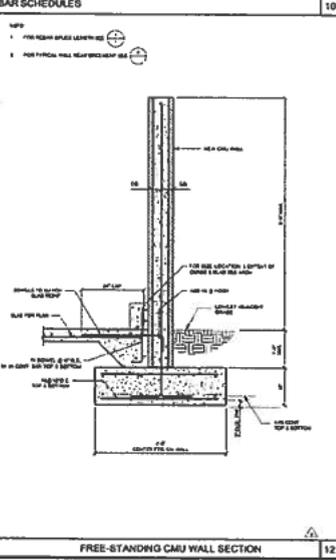
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4	12	18	24	30	36	42	48	54	60	66	72
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10	12	18	24	30	36	42	48	54	60	66	72
11	12	18	24	30	36	42	48	54	60	66	72



BAR SIZE	1	2	3	4	5	6	7	8	9	10	11
1	12	18	24	30	36	42	48	54	60	66	72
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11	12	18	24	30	36	42	48	54	60	66	72

NOTES:

1. ALL WELDED JOINTS SHALL BE MADE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AISC STEEL CONSTRUCTION INSTITUTE (AISC).
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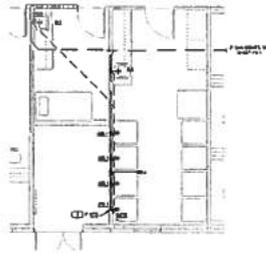
BORDER
 ROBERT BORDERS & ASSOCIATES
 ARCHITECTS-ENGINEERS-PLANNERS

1001 WEST AVENUE
 SUITE 200
 COSTA MESA, CA 92626
 (714) 440-1000
 FAX (714) 440-1001

BRANDOW & JONEST
 STRUCTURAL & CIVIL ENGINEERS
 3175 AIRWAY AVE.
 COSTA MESA, CA 92626

COSTA MESA
 TYPICAL CONC. & MASONRY DETAILS

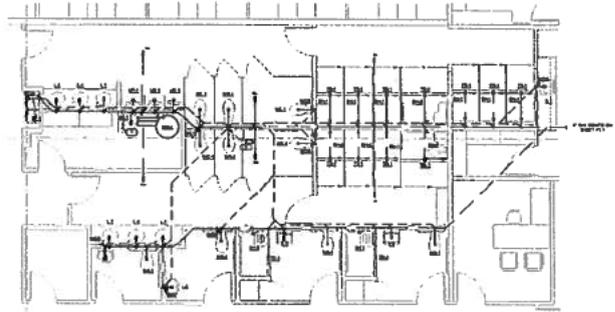
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48	08/20/01	RB	RB
49	08/20/01	RB	RB
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3 LAUNDRY ROOM SANITARY PLUMBING PLAN
SCALE 1/4" = 1'-0"

PLAN NOTES

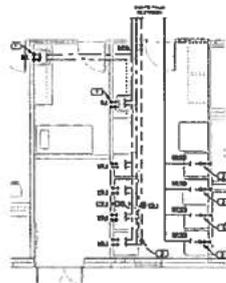
- 1) SEE PLAN FOR VENTING TO PLUMBING CODE



1 RESTROOM SANITARY PLUMBING PLAN
SCALE 1/4" = 1'-0"

PLAN NOTES

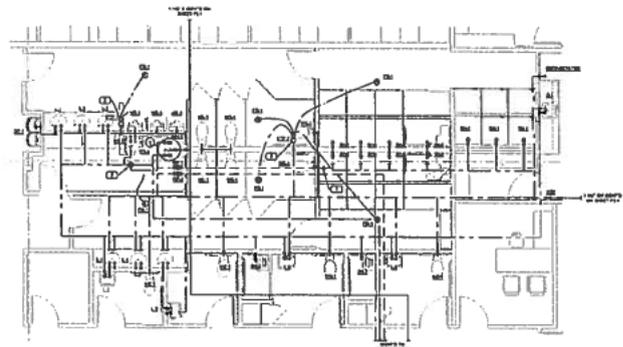
- 1) PROVIDE VENTING TO PLUMBING CODE
- 2) VENTING TO PLUMBING CODE



4 LAUNDRY ROOM DOMESTIC PLUMBING PLAN
SCALE 1/4" = 1'-0"

PLAN NOTES

- 1) PROVIDE VENTING TO PLUMBING CODE
- 2) VENTING TO PLUMBING CODE



2 RESTROOM DOMESTIC PLUMBING PLAN
SCALE 1/4" = 1'-0"

PLAN NOTES

- 1) PROVIDE VENTING TO PLUMBING CODE
- 2) VENTING TO PLUMBING CODE

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ROBERT BORDERS & ASSOCIATES
ARCHITECTS & ENGINEERS

1874 BOWING AVENUE
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COSTA MESA, CA 92626
PH: 949-261-1217
WWW.BORDERARCHITECTS.COM

EA
LEWIS
ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 10000
STATE OF CALIFORNIA



BUILDING APPROVED FOR:

OSTA MES PERMANENT BRIDGE SHELTER

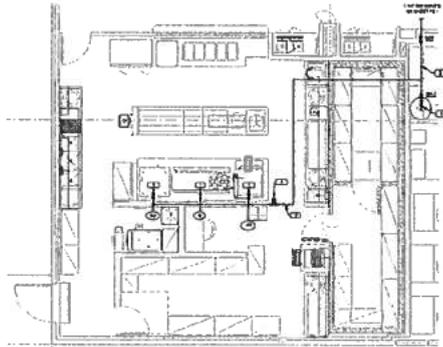
3175 AIRWAY AVE.
COSTA MESA, CA 92626



ENLARGED PLUMBING PLAN

Revisions	By
1	EA LEWIS
2	EA LEWIS
3	EA LEWIS
4	EA LEWIS
5	EA LEWIS
6	EA LEWIS
7	EA LEWIS
8	EA LEWIS
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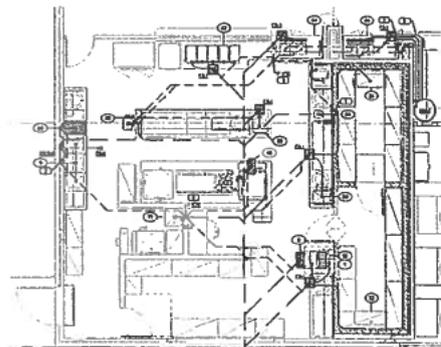
P3.1
80 SET ACCORD 24907



3 KITCHEN GAS PLAN
Scale: 1/4" = 1'-0"

PLAN NOTES

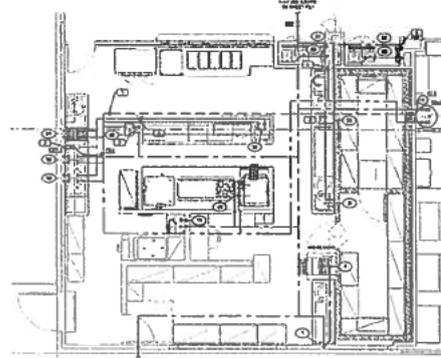
- 1) Verify that all gas lines are installed in accordance with local code.
- 2) Verify that all gas lines are installed in accordance with local code.
- 3) Verify that all gas lines are installed in accordance with local code.
- 4) Verify that all gas lines are installed in accordance with local code.



1 KITCHEN SANITARY PLUMBING PLAN
Scale: 1/4" = 1'-0"

PLAN NOTES

- 1) Verify that all sanitary plumbing is installed in accordance with local code.
- 2) Verify that all sanitary plumbing is installed in accordance with local code.
- 3) Verify that all sanitary plumbing is installed in accordance with local code.
- 4) Verify that all sanitary plumbing is installed in accordance with local code.



1 KITCHEN DOMESTIC PLUMBING PLAN
Scale: 1/4" = 1'-0"

PLAN NOTES

- 1) Verify that all domestic plumbing is installed in accordance with local code.
- 2) Verify that all domestic plumbing is installed in accordance with local code.
- 3) Verify that all domestic plumbing is installed in accordance with local code.
- 4) Verify that all domestic plumbing is installed in accordance with local code.

BORDERS
ROBERT BORDERS & ASSOCIATES
ARCHITECTS & ENGINEERS
1075 KENNEDY AVENUE
SUITE 101
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PHONE 949-441-1117
WWW.BORDERSARCHITECTS.COM

EA
LAWWOOD
ENGINEERING, INC.
11111 S. LAKELAND BLVD., SUITE 100
LAKELAND, FL 33413
TEL: 407-949-1111
FAX: 407-949-1112



DATE: 01/15/2010
PROJECT: BUILDING IMPROVEMENT FOR:

COSTA MESA PERMANENT BRIDGE SHELTER
3175 AIRWAY AVE.
COSTA MESA, CA 92626

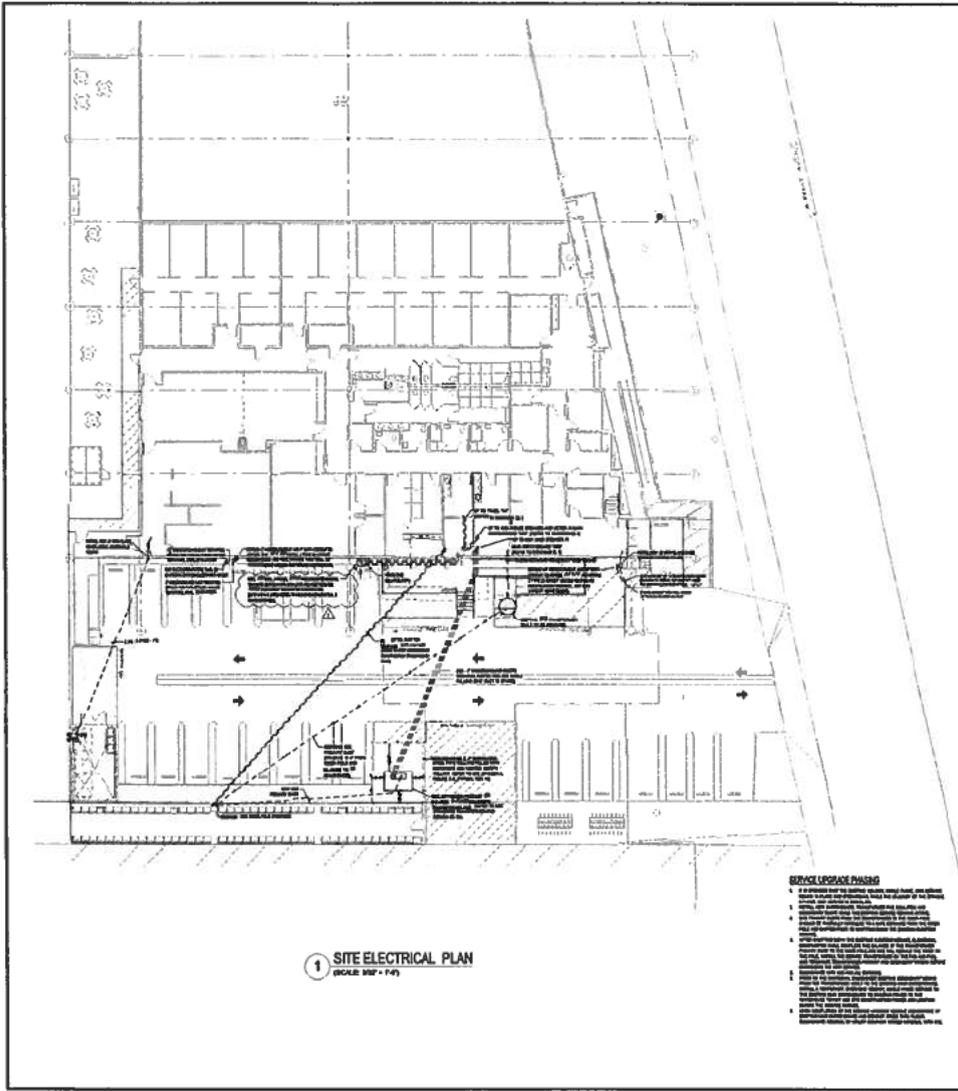


ENLARGED PLUMBING PLANS

Revision	By	Date
1	EA	01/15/2010
2	EA	01/15/2010
3	EA	01/15/2010
4	EA	01/15/2010
5	EA	01/15/2010
6	EA	01/15/2010
7	EA	01/15/2010
8	EA	01/15/2010
9	EA	01/15/2010
10	EA	01/15/2010

Sheet: P3.2
Title: ENLARGED PLUMBING PLANS
Project No.: 1001-01-0000
Scale: AS NOTED
Date: 01/15/2010

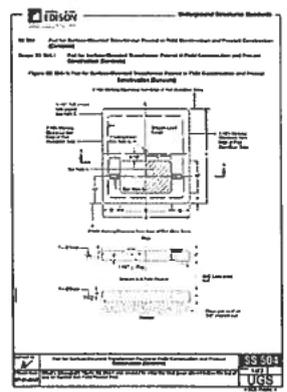
BY SET ARCHITECTS



1 SITE ELECTRICAL PLAN
(SCALE: 3/8" = 1'-0")

BRACK UPGRADE PHASING

1. All phasing work shall be completed prior to the start of construction of the building. The phasing work shall be completed in accordance with the phasing plan submitted with the permit application. The phasing plan shall show the location of all phasing equipment and the phasing sequence for all equipment. The phasing plan shall also show the location of all phasing equipment and the phasing sequence for all equipment. The phasing plan shall also show the location of all phasing equipment and the phasing sequence for all equipment.



EDISON Submittal Schedule Summary

Table with columns: Item, Description, Quantity, Unit, Material, and Notes. The table lists various electrical components and their quantities.

SS 504
UCS

BORDERS
ROBERT BORDERS & ASSOCIATES
REGISTERED PROFESSIONAL ENGINEER
1275 RICHMOND AVENUE
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COSTA MESA, CA 92626
949 441-1217
www.bordersinc.com

EA
LAKWOOD
ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER
11255 JENSEN AVENUE
SUITE 100
LAKELAND, FL 33409

COSTA MESA PERMANENT BRIDGE SHELTER
3178 AIRWAY AVE.
COSTA MESA, CA 92626

EDISON Submittal Schedule Summary

Table with columns: Item, Description, Quantity, Unit, Material, and Notes. The table lists various electrical components and their quantities.

SS 504
UCS

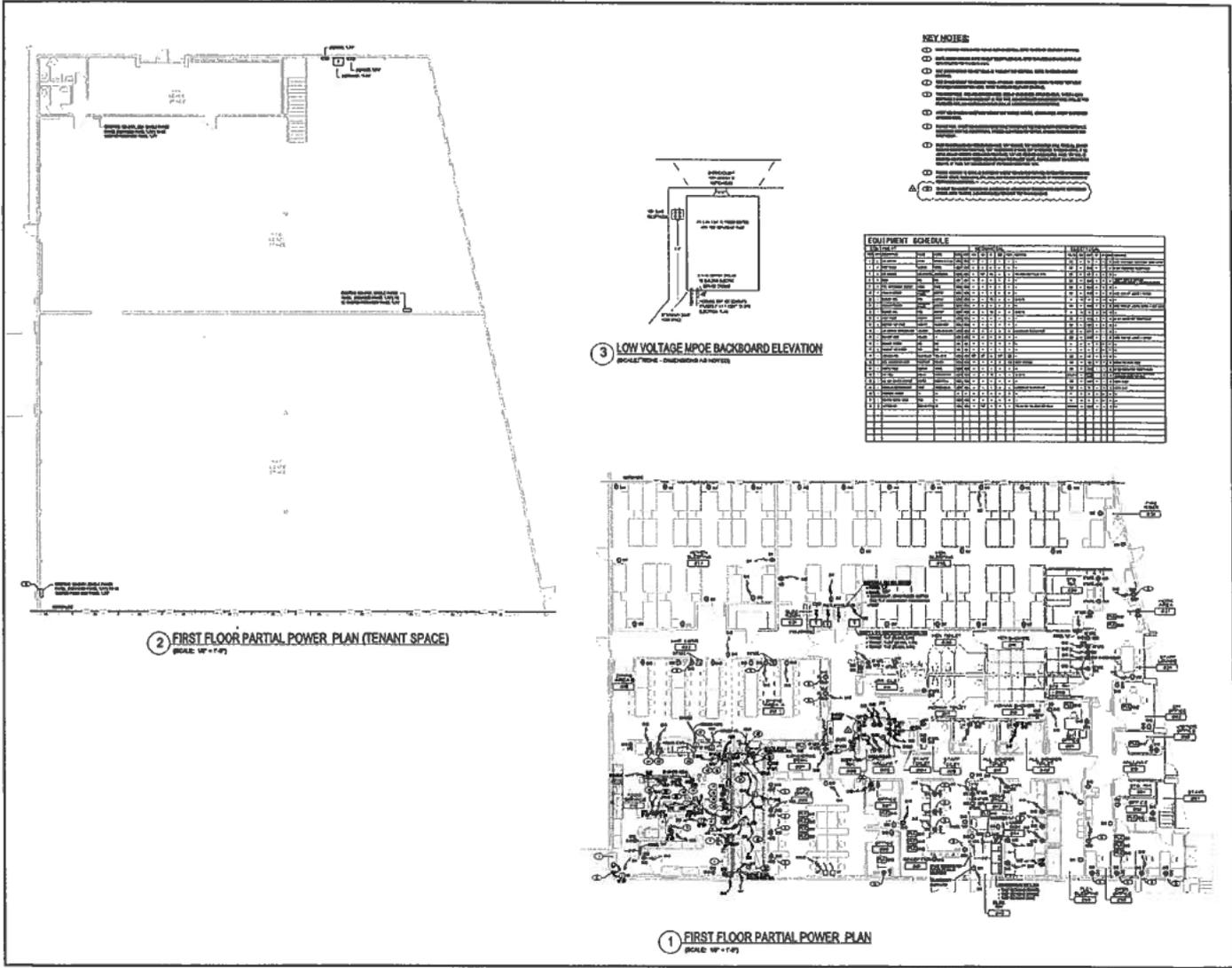
CITY OF COSTA MESA

SITE ELECTRIC PLAN

Prepared By: J. J. JENSEN
Checked By: J. J. JENSEN
Date: 08/09/10

Sheet: E1.0

NO SET ADDING 1/4"



KEY NOTES

- 1. All equipment shall be installed in accordance with the manufacturer's instructions.
- 2. All equipment shall be installed in accordance with the manufacturer's instructions.
- 3. All equipment shall be installed in accordance with the manufacturer's instructions.
- 4. All equipment shall be installed in accordance with the manufacturer's instructions.
- 5. All equipment shall be installed in accordance with the manufacturer's instructions.
- 6. All equipment shall be installed in accordance with the manufacturer's instructions.
- 7. All equipment shall be installed in accordance with the manufacturer's instructions.
- 8. All equipment shall be installed in accordance with the manufacturer's instructions.
- 9. All equipment shall be installed in accordance with the manufacturer's instructions.
- 10. All equipment shall be installed in accordance with the manufacturer's instructions.

EQUIPMENT SCHEDULE

NO.	DESCRIPTION	QTY	MANUFACTURER	MODEL	NOTES
1	1000VA UPS	1	APC	UPS-1000	
2	1000VA UPS	1	APC	UPS-1000	
3	1000VA UPS	1	APC	UPS-1000	
4	1000VA UPS	1	APC	UPS-1000	
5	1000VA UPS	1	APC	UPS-1000	
6	1000VA UPS	1	APC	UPS-1000	
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49	1000VA UPS	1	APC	UPS-1000	
50	1000VA UPS	1	APC	UPS-1000	

BORDER
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EA
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ENGINEERING, INC.
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11000 SW
11000 SW

COSTA MESA PERMANENT BRIDGE SHELTER
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Costa Mesa, CA 92626

FIRST FLOOR ELECTRICAL POWER PLAN

Revisions:

No.	By	Date
1	EA	11/11/11
2	EA	11/11/11
3	EA	11/11/11
4	EA	11/11/11
5	EA	11/11/11

Drawn: EA
Checked: EA
Project No: EA
Scale: EA

Sheet: **E2**

910 NET ACCORD 140

THREE PHASE PANELBOARD SCHEDULE

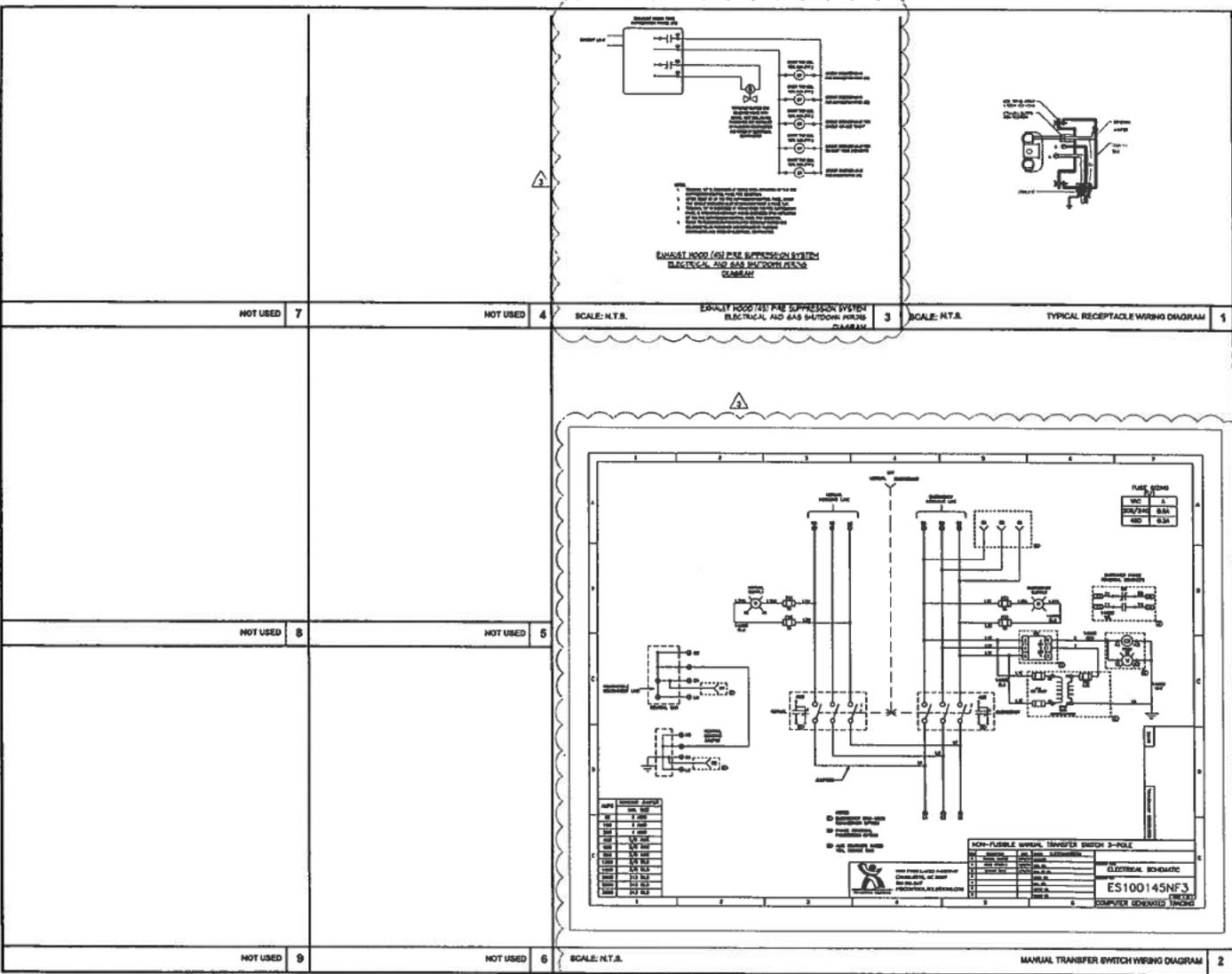
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THREE PHASE PANELBOARD SCHEDULE

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THREE PHASE PANELBOARD SCHEDULE

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BORDERS
 ROBERT BORDERS & ASSOCIATES
 PROFESSIONAL ENGINEERS
 1475 BERING AVENUE
 SUITE 211
 COSTA MESA, CA
 92626
 PH: 949-441-1217
 WWW.BORDERSINC.COM

EA
 LAYWOOD
 ENGINEERING, INC.
 11000 BAYVIEW BLVD. #100
 COSTA MESA, CA 92626
 TEL: 949-441-1217
 WWW.LAYWOODENGINEERING.COM

DBTA MEB, PERMANENT BRIDGE SHELTER
 3175 AIRWAY AVE.
 COSTA MESA, CA 92626



ELECTRICAL DETAILS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/14/03
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

E5.2
 BID SET ADDENDUM 7 #20

0210-16 **Structural Steelwork**

Legal Disclaimers

Contractors shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.

0210-16 **Structural Steelwork**

General

The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.

0210-16 **Structural Steelwork**

Materials

The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.

0210-16 **Structural Steelwork**

Installation

The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.

0210-16 **Structural Steelwork**

Quality Assurance

The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.

0210-16 **Structural Steelwork**

Painting

The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.

0210-16 **Structural Steelwork**

Welding

The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.



1201 SCIENCE CENTER
SUITE 100
COSTA MESA, CA
92626
949.881.1317
www.borderbuilding.com

BUILDING IMPROVEMENT FOR:

COSTA MESA PERMANENT BRIDGE SHELTER
3175 AIRWAY AVE.
COSTA MESA, CA 92626
CITY PROJECT NO. 201



SECURITY SYSTEM SPECIFICATIONS

Section	By	Check
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CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: MAY 8, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 3 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.gov . **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

<u>BID SUBMITTAL DATE:</u>	10:00 A.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID SUBMITTAL LOCATION:</u>	77 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	2:00 P.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID OPENING LOCATION:</u>	Due to COVID-19 safety measures there will be not be a public Bid Opening.	NO CHANGE
<u>REVISED E-MAIL ADDRESS:</u>	Please send acknowledgment of all published addendums to bobby.fouladi@costamesaca.gov.	
<u>SPECIFICATION CORRECTION:</u>	Replace page SP-25 of the project specifications with the attached revised page SP-25 Addendum No. 3.	
<u>SPECIFICATION ADDITION:</u>	Add section 2-3.2 Self Performance to the project specifications.	
<u>SPECIFICATION ADDITION:</u>	Add Compliance to Section 3 Requirement to the Information for Bidders Section of the specifications.	

Addendum No. 3
Project and Specifications No. 20-05

PRE BID RFI LOG: City's Pre-Bid RFI LOG with questions and responses

PRE-BID WALK THROUGH AND ATTENDANCE LIST Attendance list from 5/3/2020 Pre-Bid Walk Through

REVISED E-MAIL ADDRESS: Previous addendums listed the incorrect email address to send acknowledgment of receipt of addendum. Please send acknowledgment of receipt of all previous addendums to bobby.fouladi@costamesaca.gov.

THE SPECIFICATION CORRECTION: Corrects Section 6-7 on page SP-25 of the Volume 1 Specifications. A revised page SP-25 is included in this addendum as **Attachment 1**.

THE SPECIFICATION ADDITION: Revises the Volume 1 specification page SP-23 to add a reference to the added Section 2-3.2 Self Performance. A Revised Page SP-23 and an added Page SP-23.1 are included in this addendum as **Attachment 2**.

SPECIFICATION ADDITION: Adds Page B-5.1 and B-5.2 to the Volume 1 Specifications to include a Compliance to Section 3 Requirement. The added Pages B-5.1 and B-5.2 are included in this addendum as **Attachment 3**.

THE PRE-BID RFI LOG: Addresses RFI(s) to date regarding project HUD, Section 3 requirements and DBE goal. The RFI Log with both the RFI questions and responses is included in this addendum as **Attachment 4**.

THE PRE-BID ATTENDANCE LIST: The Attendance List is included in this addendum as **Attachment 5**.

Please acknowledge receipt of each and all addendums on the Proposal Page "P-4".

Sincerely,



Bobby Fouladi, P.E.
Associate Engineer

Attachments:

- 1- (Revised)Page SP-25 of Volume 1 Specifications (1 page)
- 2- (Revised) Page SP-23 and (Added) Page SP-23.1 of Volume 1 Specifications (2 pages)
- 3- (Added) Pages B-5.1 and B-5.2 of the Volume 1 Specifications (2 pages)
- 4- Pre-Bid RFI Log (1 page)
- 5- Pre-Bid Walk Through Attendance List (2 pages)

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

Upon award by City Council, the Contractor shall submit all compliance documents and begin work on the project within ten (10) working days after date of execution the contract and as directed by the City via a Notice to Proceed for Construction. Said work shall be diligently prosecuted to completion before the expiration of **One Hundred and Fifty (150) calendar days** beginning on the 10th working day after the notice to proceed 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 \$3,900.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in section 6-7 above.

Section 7-8 – Water Pollution Control

Stormwater Best Management Practices (BMPs)

All work, submittals, materials, calculations, analysis, plans and all other items as necessary to develop and implement Best Management Practices and Water Pollution Control in accordance with the approved City plan and as required by law, and shall comply with all requirements of the Water Quality Act, including requirements established and enforced by the state and local Regional Water Quality Control Board, and the City stormwater quality permit requirements. Contractor shall not discharge or permit to be discharged to any street, channel, river, storm drain, or any appurtenances thereof, any non-rain water or other liquid from the project site or from operations pertaining to the project site without first obtaining a valid National Pollution Prevention Discharge Elimination System (NPDES) permit unless the discharge is specifically exempt or conditionally exempt. Contractor shall implement all necessary Best Management Practices (BMP's) to ensure that any conditionally exempt discharge meets all current requirements of Water Quality Control Board and the City.

Erosion and Sediment Control Plans

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 2016 California 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 2-3.2 Self Performance – Reference added section on following page SP-23.1

Section 2-6 Work to be done

The complete renovation and construction of a long-term bridge shelter at 3175 airway avenue including interior and exterior upgrades to the existing building that will include structural, mechanical, electrical, security, and plumbing improvements. The shelter will provide a fresh start for up to 100 guests so they may effectively pursue permanent housing opportunities.

Section 2-3.2 Self Performance (Continued)

The City designates the **Permanent Bridge Shelter, City Project 20-05** to be a building construction specialty item and not subject to the self-performance provision. However, the prime contractor must employ the following staff.

A. Contractor's worksite staff shall give personal attention to the work, and keep work under control and in conformance with the Contract.

B. The Contractor shall maintain sufficient on site personnel to effectively manage the work. The Contractor shall assign staff to be personally responsible for the following four (4) functions of work:

1. On-site project management (as needed and required to attend weekly progress meetings)
2. On-site English speaking supervision of construction (full-time)
3. On-site engineering/document control (full-time)
4. On-site scheduling (as needed). If in the opinion of the City the work is not being effectively managed the City may order the Contractor to augment or replace specific staff as necessary to ensure the successful completion of the project. Such personnel changes shall be at the sole expense of the Contractor.

The Contractor shall assign a minimum of four (4) different individuals, one (1) for each of the functions listed above.

COMPLIANCE WITH SECTION 3 REQUIREMENT: One of the purposes of the assistance is to give, to the greatest extent feasible job training, employment, contracting and other economic opportunities to Section 3 residents and to Section 3 business concerns of the City of Costa Mesa, California.

All bidders are required to complete and submit with their bids an Acknowledgement of the Section 3 Contracting and Employment Provisions (Exhibit 1), Section 3 New Hire and Business Concern Calculation form (Exhibit 4), and Outreach Efforts that was completed before submitting the bid. The Outreach Effort shall be adequately supported with appropriate documentation.

At a minimum, the following tasks must be completed to demonstrate a good faith effort with the requirements of Section 3 and shall be included in the Outreach effort submitted with the bid:

- Sent notices (In English and Spanish) of job availability subcontracting opportunities subject to these requirements to recruitment sources, neighborhood publications, organizations and other community groups capable of referring eligible Section 3 applicants.
- Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.
- When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities to also advertise in minority-owned newspapers.
- Submit a list of all residents from the target area (City of Costa Mesa, California) who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. A list of eligible applicants will be maintained for future vacancies.

The following documentation shall be submitted with the Bid Package:

Section 3 Residents Recruitment, Training, and Employment Goals Outreach Efforts documentation shall include but not limited to:

- Copies of posting notices (in English and Spanish) of any vacant positions, including training and/or apprenticeship positions, qualifications for positions. Notices shall include place where applications will be received and starting date of employment.
- Copies of flyers (in English and Spanish) for training opportunities that were distributed via mass mailings and posting in common areas of the housing developments as well as all local public housing management offices.
- Records of contacting the resident councils, resident management corporations, as well as neighborhood community organizations to request their assistance in notifying residents of the available training and employment opportunities.
- Copies of employment opportunities job vacancies flyers (in English and Spanish) posted in common areas of any local public housing developments as well as contacting resident councils, resident management corporations, and neighborhood community organizations.

Section 3 Business Concerns Outreach Efforts documentation shall include but not limited to:

- Copy of advertisement for contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Copies of written notices of contracting opportunities to all known Section 3 business concerns. The written notice shall be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- E-mail notifications in each of the selected potential work areas to potential Section 3 businesses for each anticipated work area to be performed.
- Subcontractor's Bids/Quotes: Quotes must be submitted in writing on the subcontractor's letterhead. If you choose to self-perform a work area in which you received a bid/quote, you must submit a quote for doing the work yourself (self-quote) so that the City can compare the two.
- Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Proof of contacting business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.

Failure to complete and submit the Outreach Efforts and appropriate documentation with the bid package as directed may render the bid to be considered as "non-responsive" and may result in its rejection.

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
1	4/29/2020	<p>Exactly what do we need to submit with this bid package in regards to HUD requirements? What is the DBE goal and where is it located in the package? Do we need the 15-G & 15-H Exhibit Form & where can we find it?</p>	<p>There is no DBE Goal set for the project and Exhibits 15-G and 15-H are not required to be submitted for this project. This project is subject to Section 3 regulations and all bidders must comply with Housing Urban Department (HUD) Section 3 subcontracting and employment requirements and demonstrate their efforts to meet the goals. The documentation stated in this addendum shall be submitted with the bid package (see revisions to Information for Bidders).</p>
2	4/30/2020	<p>Can you help me answer a couple of questions regarding the Section 3 HUD requirement? What is the geographical area for this requirement? Or is there one? Also, are there any outreach groups that we can contact</p>	<p>The City of Costa Mesa does not maintain a list of certified Section 3 businesses however, the Section 3 regulations suggest various ways to meet these goals.</p> <p>All Section 3 contractors are expected to utilize the following approaches in an effort to recruit Section 3 residents or business concerns.</p> <ul style="list-style-type: none"> • Advertising in local media, publish in the newspapers, etc. • Prominently placing a notice of Section 3 commitments (in English and Spanish) under Section 3 at the project site or other places where applications for training and employment are taken • Contacting local job training centers, employment service agencies, and community organizations, • Developing on-the-job training opportunities or participating in job training programs, etc. <p>The contractors shall keep the record of the effort completed and a list of Section 3 residents who apply on their own or by referral for available positions.</p> <p>The Section 3 Business Opportunities Plan and Exhibits that attached to the specifications explain what actions need to be taken to meet Section 3 goal and what needs to be submitted to the City.</p> <p>In additional, you can utilize Section 3 Registry Data Base (all states) and resources that posted on the City of Costa Mesa website to find qualified Section 3 businesses:</p> <p>https://portalapps.hud.gov/Sec3BusReg/BRegistry/AdvancedSearch</p> <p>https://www.costamesaca.gov/home/showdocument?id=19345</p> <p>If you have more questions, please contact City of Costa Mesa CDBG coordinator, Mike Linares, at Mike.Linares@costamesaca.gov.</p>

20-05 PRE-BID RFI LOG

**Permanent Bridge Shelter Facility (20-05)
Pre-Bid Job Walk Attendance List**

ID	Company	Name	Email	Cell	Business	City	License
1	RT Contractor	Riche Tran	riche@rtcontractor.com	714-478-8421	714-530-9900	Garden Grove	755720
2	SCS Sanders Construction Services	Megan Lyon	meganl@sandersconstruction.com		949-951-6944	Lake Forest	716521
3	CABD construction inc	Artem Miktchyan	info@cabdinc.com	818-970-0332	323-447-8335	Sun Valley	979680
4	Slater Builders	Jennifer Butts	jbutts@slaterbuilders.com	714-434-4887 x239	949-306-6662	Costa Mesa	675832
5	Conan Construction	Bree Nagle	estimating@conanconstruction.com		760-707-2520	Carlsbad	761852
6	Macro-z-Technology	Dan Duarte	estimating@mztco.com		714-564-1130	Santa Ana	561313
7	New Dynasty Construction	Mason Niknejad	mason@new-dc.com	949-813-1003	949-502-6400	Tustin	971321
8	Fast Track Construction Corp.	Jeremy Martinez	jeremy@ftcsc.com	310-215-3099	951-255-6070	Culver City	674880
9	Archico Design Build	Ed Lambert	ed@archico.com	310-200-1641	949-272-4426	Orange	987122
9	Archico Design Build	Alan Alavi	alan@archico.com	949-299-2000	949-272-4426	Orange	987123
10	Dalke & Sons Construction, Inc	Dave Cooper	david.c@dalkesons.com	951-288-4246	951-274-9880	Riverside	612500
11	Ravco Inc.	Derek Reinig	derek.reinig@ravcoinc.com	949-687-3774	714-538-6200	Orange	390464
11	Ravco Inc.	Scott Sampson	scott.sampson@ravcoinc.com	714-910-6624	714-538-6200	Orange	390464
12	Caliba Inc.	Colton Khalil	bidding@calibainc.com		714-886-2887	Stanton	657694
13	Graves Construction	Anthony Graves	anthonyv@gravesconstruction.com	949-467-1799	949-929-9209	Foothill Ranch	
14	Bilbro Construction	Eric Rich	erich@bilbroconstruction.com	760-703-0593	760-871-0477 x 17	Escondido	824679
15	Dennis Bedell Contracting	Dennis Bedell	dennisbedell@gmail.com	714-612-2091		Lake Forest	299206
16	Nationwide General Construction Services	Luicci Nadder	luicc@nationwidegs.com	949-500-0894		Fountain Valley	1031246
17	ACC Contractors, Inc	Tony	Tony@acccontractors.com	626-633-2913	626-969-9797	Azusa	468940
18	Tovey/Shultz	Aubrie Gray	bids@toveyshultz.com		951-471-5677	Lake Elsinore	549838
19	R2 Build	Masoud Jami	masoud.jami@r2-build.com	949-466-5543	949-215-2284	Laguna Hills	
20	M.S. Construction Mgmt. Group	Mike Saghafi	mscmg@gmail.com	951-712-2465	949-270-6349	Dana Point	721738
21	Cal City Construction	Joran Han	jordan@cal-city.com	562-404-4820		Cerritos	539265
22	Optima Reengineering & Project Management	Mostafa Ghanem	mghanem@optimarp.com	714-787-8097	949-724-1399	Irvine	961714
23	Angeles Contractor Inc	Luis Ramirez	luisr@angelescontractor.com	714-615-1613	626-923-3800	Industry	858483
24	Woodcliff Corporation General Contractors	Fred Nehoray	fred@woodcliff.net	818-590-8488	310-312-1400	Los Angeles	719883
25	P.H. Hagopian Contractor, Inc	Sai Mavillapalli	saim@phagopian.com	714-497-6608	714-543-4185	Orange	492786
25	P.H. Hagopian Contractor, Inc	Paul Hagopian	paull@phagopian.com	714-244-5536	714-543-4185	Orange	492786
26	PCL Construction Services, Inc.	Elton Murakami	svmurakami@pcl.com	808-291-5117	949-450-9301	Irvine	474555
27	Faris Construction	Richard Faris	rfaris@farisconstruction.com	949-433-6945	760-433-4500 x1010	Oceanside	347708

**Permanent Bridge Shelter Facility (20-05)
Pre-Bid Job Walk Attendance List**

ID	Company	Name	Email	Cell	Business	City	License
28	Air-Tec	Justin Cho	jcho@airtecperformers.com		310-549-1698 x233	Carson	420650
29	Telenet VoIP, Inc.	Randall Kaufman	rkaufman@telenetvoip.com		310-253-9000 x212	El Segundo	647808
30	Pacific wall systems, Inc.	Danny Kimbrel	danny@pacificwallsystems.net		714-630-1560	Anaheim	791265
31	Precision Wallcovering & Painting	Tim Bailey	Tim@PrecisionWallcovering.net	949-656-9054	949-493-1300	San Juan Capistrano	480634
32	APS Construction, Inc.	Adel A. Saad	apsconstructionhvac@gmail.com	818-641-9221	424-393-9000		895795
33	The Blakely Company, Inc.	Ken Rivas	kenr@theblakelyco.com	323-855-5651	626-766-1946	Monterey Park	195215
34	All-Pro Communication Technologies, Inc.	Jeff Cruz	jeffc@allprocti.com	714-869-6837	909-596-7051	Pomona	789903
35	Qualco Fire Protection, Inc.	Mike Ayers	mike@qualcofire.com	562-900-1964	562-949-2266	Santa Fe Springs	786012
36	QPS	Michael Johnson	michaelj@qpscompany.com	949-293-1818	310-406-3350 x1121	Rancho Dominguez	725908
37	Angelus Waterproofing And Restoration, Inc.	Jason Bashford	jasomb@angeluswp.com	562-449-7408	562-941-7676	Huntington Beach	461100
38	Penhall Company	Randall Slaughter	rslaughter@penhall.com	213-215-9812	714-772-6450	Anaheim	
39	Acco engineered systems	Andy Shell	ashell@accoes.com			Commerce, CA	120696
39	Acco engineered systems	Jonathan Demers	jdemers@accoes.com	626-429-7057	626-966-2026	Commerce, CA	120696
40	Westco Service	Tim Deaver	tim@westcoservice.com	818-515-7246	818-273-8518	Shadow Hills	670542
40	Westco Service	David Barberio	david@westcoservice.com	818-621-3288	818-504-6353	Shadow Hills	670542
41	Church And Larsen, Inc.	Christian J. Breitschwerdt	Christian.B@churchandlarsen.com	626-303-8741		Irwindale	463467
42	Control Air	Michael Gilmore	mgilmore@controlac.com	714-337-6568	714-777-8600	Anaheim	1059402
43	Nova Drywal Systems Inc.	Tyler Withrow	tylerw@novasystems.ca	310 595 8543	714 716 5910 x108	Costa Mesa	993533
44	Stonhard	Tim Durvalde	tdurvalde@stonhard.com	714-350-6548	800-854-0310	Maple Shade, NJ	256840
45	South Coast Roof, Inc.	Ed Lambert			714-744-5996	Orange	365271
46	Pyro-Comm Systems, Inc.	Blanca Varney	bvarney@pyrocomm.com	714-757-1724	714-902-8000	Huntington Beach	612153
47	J.M. CARDEN SPRINKLER CO., INC.	Gary Biaskavitch	GPB@jmcfire.com	323-258-8300		Los Angeles	166282
48	United Riggers & Erectors, Inc.	Frank Spitzer	fspitzer@urenet.com	909-634-4100	909-978-0400	Walnut	245451
49	Infinite Technologies	David Polanco	david@infinitetechnologies.net	760-666-0326	760-798-3900	San Marcos	1026676
50	Pacific Rim Contractors, Inc.	Shaun Wegener	shaun@pacificrimcontractors.com	714-641-7380		Santa Ana	604952
51	PG&J Environmental, Inc.	Carlos Perez	carlos@pgjenvironmental.com	562-900-5855	714-525-2548	La Habra	969005
52	Phantom Insulation	Carlos Perez	Carlosp@pgservices.com	562-900-5855		La Habra	1055173
53	All American Acoustics, Inc.	Dacy Holt	DacyHolt@allamericanacoustics.com	562-883-1390	714-898-4180	Garden Grove	
54	Circle City Electric, Inc.	Dan Parrott	dan.parrott@circicityelectric.com	909-322-3318	951-789-6872	Riverside	582166
55	Precision Contracting	Matt Elder	matt@precision-ca.com	714-615-9409	949-642-6664	Anaheim	701357
56	Pro Spectra	Adam Katz	adom.katz@spectracf.com	951-833-6254		Cerritos	740392
57	Muir-Chase Plumbing Co., Inc.	Mark Friedly	mark@muirchase.com	714-780-0266		Anaheim	
58	Environmental Construction Group, Inc.	Mark McNellis	Mark@ecgrp.net	562-666-1365	562-438-7999	Signal Hill	811415
59	Best Interiors, Inc.	Oscar Gutierrez	oscar.gutierrez@bestinteriors.net	714-678-1302	714-490-7999	Anaheim	
60	Associated Air Balance	Joe Nasir	jinasir@associatedairbalance.com	626-589-0410	626-915-8117	Azusa	851730
61	Apple Valley Communications Inc	Adam Vigil	avigli@avcsystems.com	714-345-6602	888-522-2668	Fountain Valley	542642
62	AIR - American integrated	Howard Baba	hbaba@american-integrated.com	714-656-7021	714-921-4100	Orange	947563
63	C C Framing	Cesar Cortez	cesar.cortezframing@gmail.com	909-586-7065			1007757
64	Painters & Allied Trades District Council 36	Doug Robbins	doug.robbins@dtc36.org	626-548-1476	626-296-8003	Monterey Park	Local Union 1136



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: MAY 18, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 4 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

<u>BID SUBMITTAL DATE:</u>	10:00 A.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID SUBMITTAL LOCATION:</u>	77 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	2:00 P.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID OPENING LOCATION:</u>	Due to COVID-19 safety measures there will be not be a public Bid Opening.	NO CHANGE
<u>REVISED E-MAIL ADDRESS:</u>	Please send acknowledgment of all published addendums to bobby.fouladi@costamesaca.gov.	
<u>PRE BID RFI LOG:</u>	City's Pre-Bid RFI LOG with questions and responses	
<u>ADDENDUM 4 PLAN UPDATES:</u>	Summary and Plans per Borders Architects.	

THE PRE-BID RFI LOG: Addresses RFI(s) to date. The RFI Log with both the RFI questions and responses is included in this addendum as **Attachments 1**.

Addendum No. 4
Project and Specifications No. 20-05

ADDENUM 4 PLAN UPDATES: A plan summary and updated plans from Borders Architects is included in this addendum as **Attachments 2**.

Please acknowledge receipt of each and all addendums on the Proposal Page "P-4".

Sincerely,



Bobby Fouladi, P.E.
Associate Engineer

Attachments:

- 1- Pre-Bid RFI Log (3 pages) and exhibits (8 pages)
- 2- Borders Architects Addendum 4 Plan Summary and Plan Updates (2 pages + 16 sheets)

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
1	4/29/2020	Exactly what do we need to submit with this bid package in regards to HUD requirements? What is the DBE goal and where is it located in the package? Do we need the 15-G & 15-H Exhibit Form & where can we find it?	There is no DBE Goal set for the project and Exhibits 15-G and 15-H are not required to be submitted for this project. This project is subject to Section 3 regulations and all bidders must comply with Housing Urban Department (HUD) Section 3 subcontracting and employment requirements and demonstrate their efforts to meet the goals. The documentation stated in this addendum shall be submitted with the bid package (see revisions to Information for Bidders).
2	4/30/2020	Can you help me answer a couple of questions regarding the Section 3 HUD requirement? What is the geographical area for this requirement? Or is there one? Also, are there any outreach groups that we can contact	<p>The City of Costa Mesa does not maintain a list of certified Section 3 businesses however, the Section 3 regulations suggest various ways to meet these goals.</p> <p>All Section 3 contractors are expected to utilize the following approaches in an effort to recruit Section 3 residents or business concerns.</p> <ul style="list-style-type: none"> • Advertising in local media, publish in the newspapers, etc. • Prominently placing a notice of Section 3 commitments (in English and Spanish) under Section 3 at the project site or other places where applications for training and employment are taken • Contacting local job training centers, employment service agencies, and community organizations, • Developing on-the-job training opportunities or participating in job training programs, etc. <p>The contractors shall keep the record of the effort completed and a list of Section 3 residents who apply on their own or by referral for available positions.</p> <p>The Section 3 Business Opportunities Plan and Exhibits that attached to the specifications explain what actions need to be taken to meet Section 3 goal and what needs to be submitted to the City.</p> <p>In addition, you can utilize Section 3 Registry Data Base (all states) and resources that posted on the City of Costa Mesa website to find qualified Section 3 businesses:</p> <p>https://portalapps.hud.gov/Sec3BusReg/BRegistry/AdvancedSearch https://www.costamesaca.gov/home/showdocument?id=19345</p>

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
3.1	5/6/2020	(1) On sheet C-3.01 of the Demolition plan. There are several trees and shrubs that are in the direct path of the new sewer and domestic water line that are not scheduled to be removed. Included are photos of the area in question for your review. Please provide direction on how to proceed. Reference Photo RFI Exhibit 3.1 (a,b,c,d,e)	See attached updated Utility Plan provided with Addendum No. 4. Trees and shrubs in the direct path of Sewer and Water lines are called to be removed per the updated demolition plan.
3.2	5/6/2020	(2) On sheet C-5.01 of the Utility plan. There are Irrigation valve boxes in the direct path of the new sewer line. I Included a photo for your review. Please provide direction on how to proceed. Reference Photo RFI Exhibit 3.2 (a)	See attached updated Utility Plan provided with Addendum No. 4. Sewer line location has been revised to avoid conflict with Irrigation Valve boxes.
3.3	5/6/2020	(3) On sheet C-5.01 of the Utility plan. The proposed new sewer line in one area is only 2-feet from the building. And in another area, it is only 5-feet from the building. The cut to the bottom of the trench is seven feet deep. Please confirm that the new sewer line is not in the "Zone of Influence" of the existing buildings footing. Reference Photo RFI Exhibit 3.3 (a)	See attached updated Utility Plan provided with Addendum No. 4. Sewer line location has been revised to avoid potential conflict with existing building footings. Based on revised length and slope, sewer line has been upsized to 6" diameter.
3.4	5/6/2020	(4) On sheet C-5.01 of the Utility plan. The existing domestic water line is only 1.5 inches in diameter per the Mesa Water District's water improvement plan. Please confirm that the size of this existing water line will provide sufficient amount of water for this project.	See attached updated Utility Plan provided with Addendum No. 4. A new domestic water service connection is proposed for the building while the existing service connection will now become dedicated to irrigation only.
4.1	5/12/2020	Plan note 20 on sheet A-0.1 calls to demolish existing SCE Vault and prepare for new in-fill, please advise what will be demolished inside the vault and provide more information on the size/dimensions as well as what will be used for in-fill.	Existing transformer vault to be demolished with removal of transformer by SCE. All related equipment, conduit, wiring, brackets, attachments, etc. shall be removed as required for a complete removal. Back fill existing hole with on-site or import soils to a minimum of 95% compaction and install traffic rated paving section as shown on Detail 3, Sheet C-2.01. Existing hole is approximately 6'x8' x 7' d.

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
4.2	5/12/2020	Please advise what the project duration will be. Special Provisions Section 6-7 call for . 150 working days but page P-1 of Proposal Schedule calls for 150 calendar days.	Per Addendum No. 3 the project duration shall be 150 Calendar Days
4.3	5/12/2020	Please advise if open ceiling at rooms Women Sleeping 024 & Men Sleeping 025 . will need to be painted.	The open ceiling areas at Women's Sleeping Area 024 and Men's Sleeping Area 025 are exposed wood and insulation and will not be painted.
4.4	5/12/2020	Please provide contact information for the existing fire alarm, fire sprinkler and . roofing vendors for the building.	The existing fire alarm is monitored by POST Alarm and the contact is Thomas Johnson (626) 802-0621. The Roofing Contractor is on record from 2018 is Sunrise Roofing Inc. : 414 N. Shattuck Pl., Orange CA. Attached as RFI Exhibit 4.5(a) is their warranty. There is no existing sprinkler contractor on record.
4.5	5/12/2020	Designation of Subcontractors as part of the bid proposal on page P-5 is calling to list . the subcontractors "Bid Item Number", please advise what bid item number is referring to.	For the Designation of SubContractors portion of the bid proposal on P-5 In lieu of the Bid Item Number please state which trades and type of work the sub-contractor will be performing.

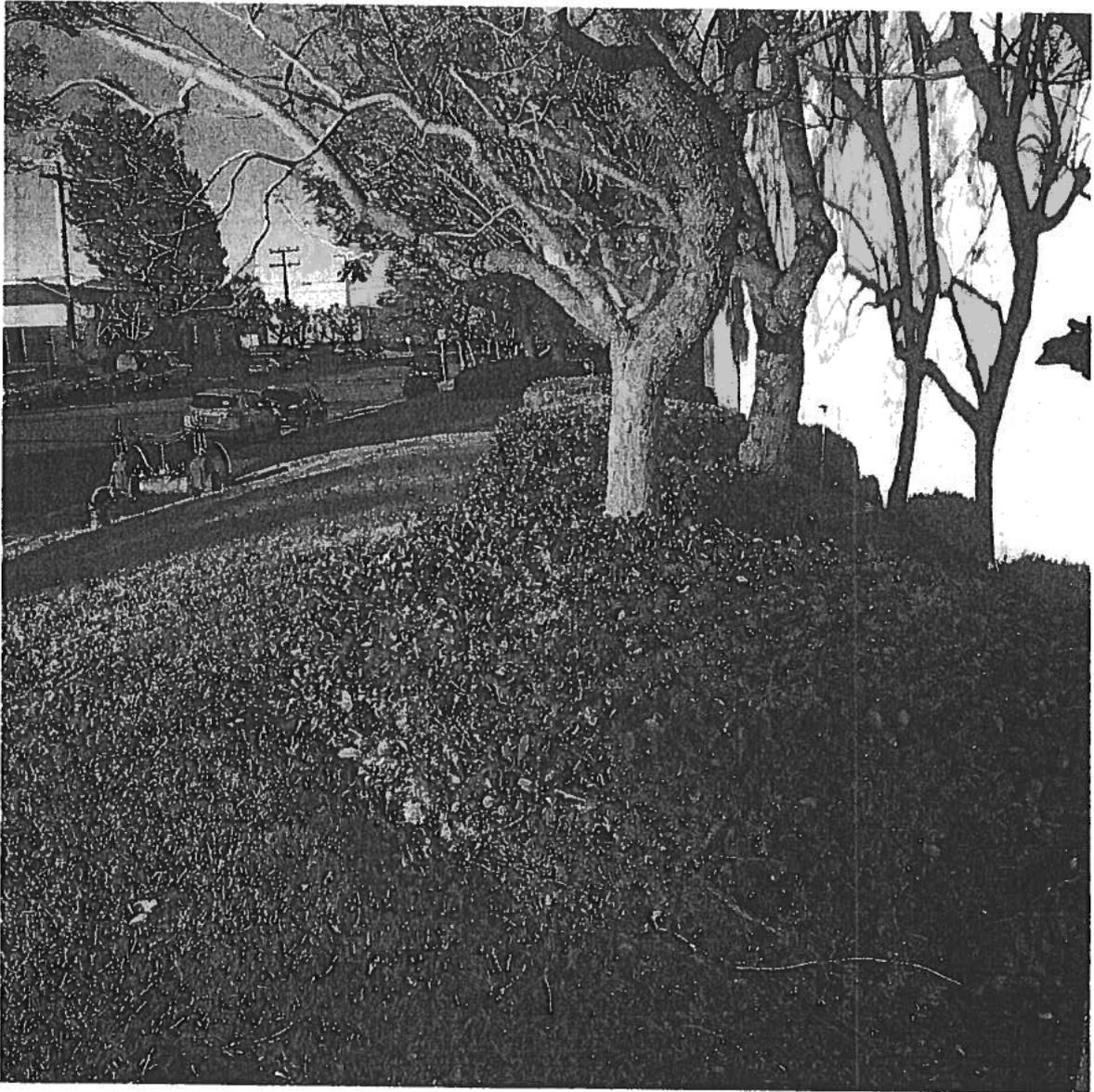


RFI Question #1

Sent from my iPhone

ADDENDUM 4 5/18/20

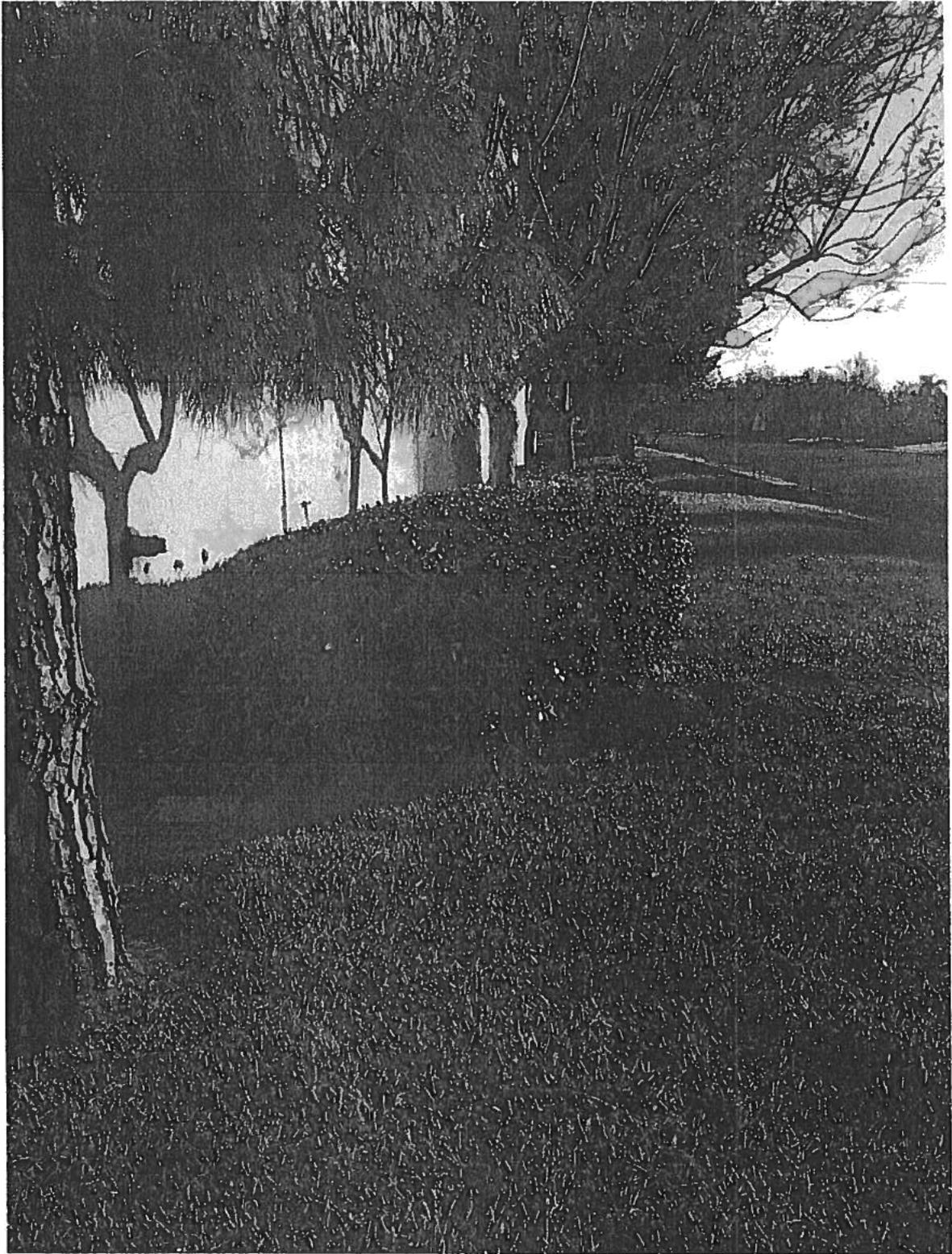
EXHIBIT 3.1(a)



RFI Question # 1



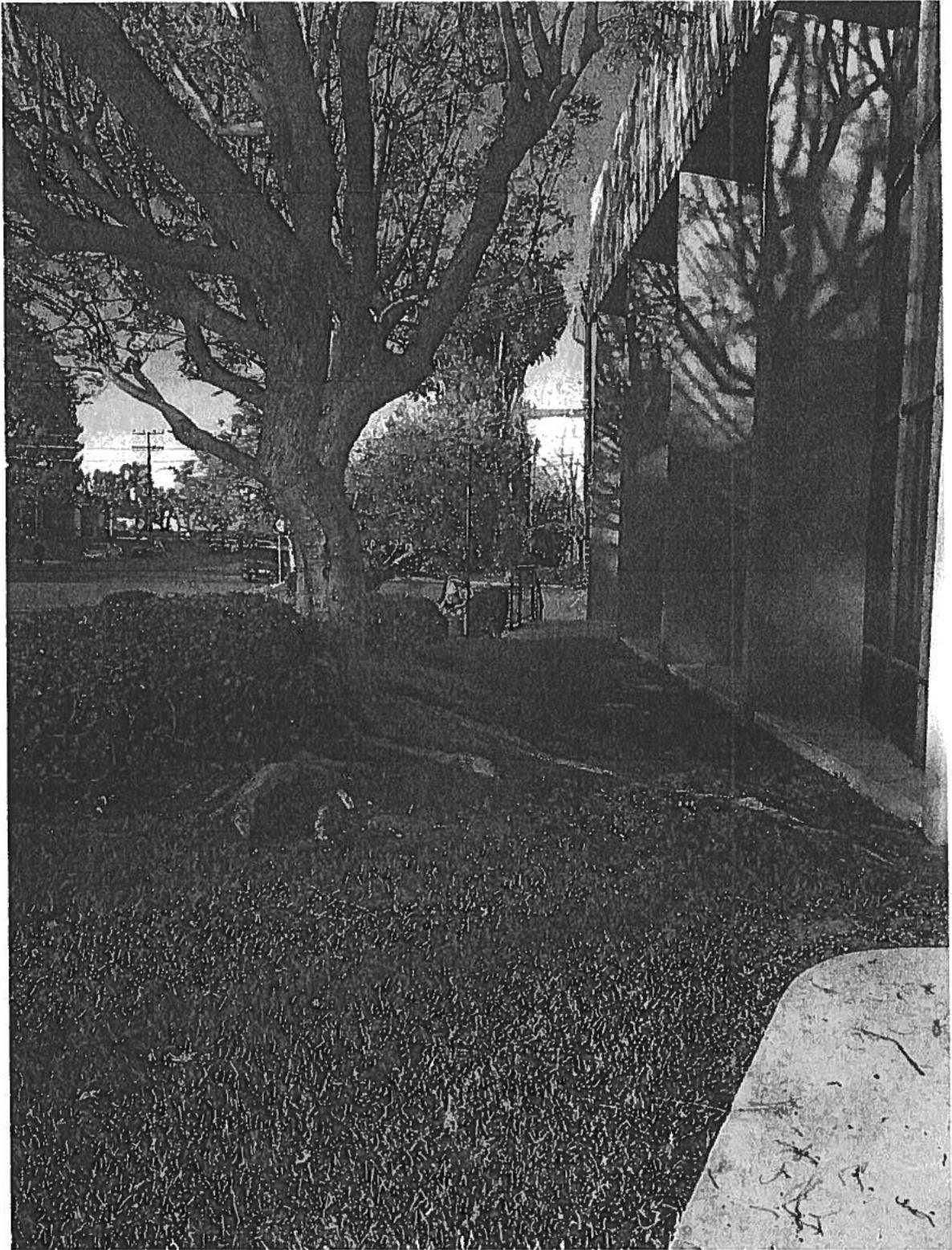
RFI Question #1



RFI Question #1

ADDENDUM 4 5/18/20

EXHIBIT 3.1(d)

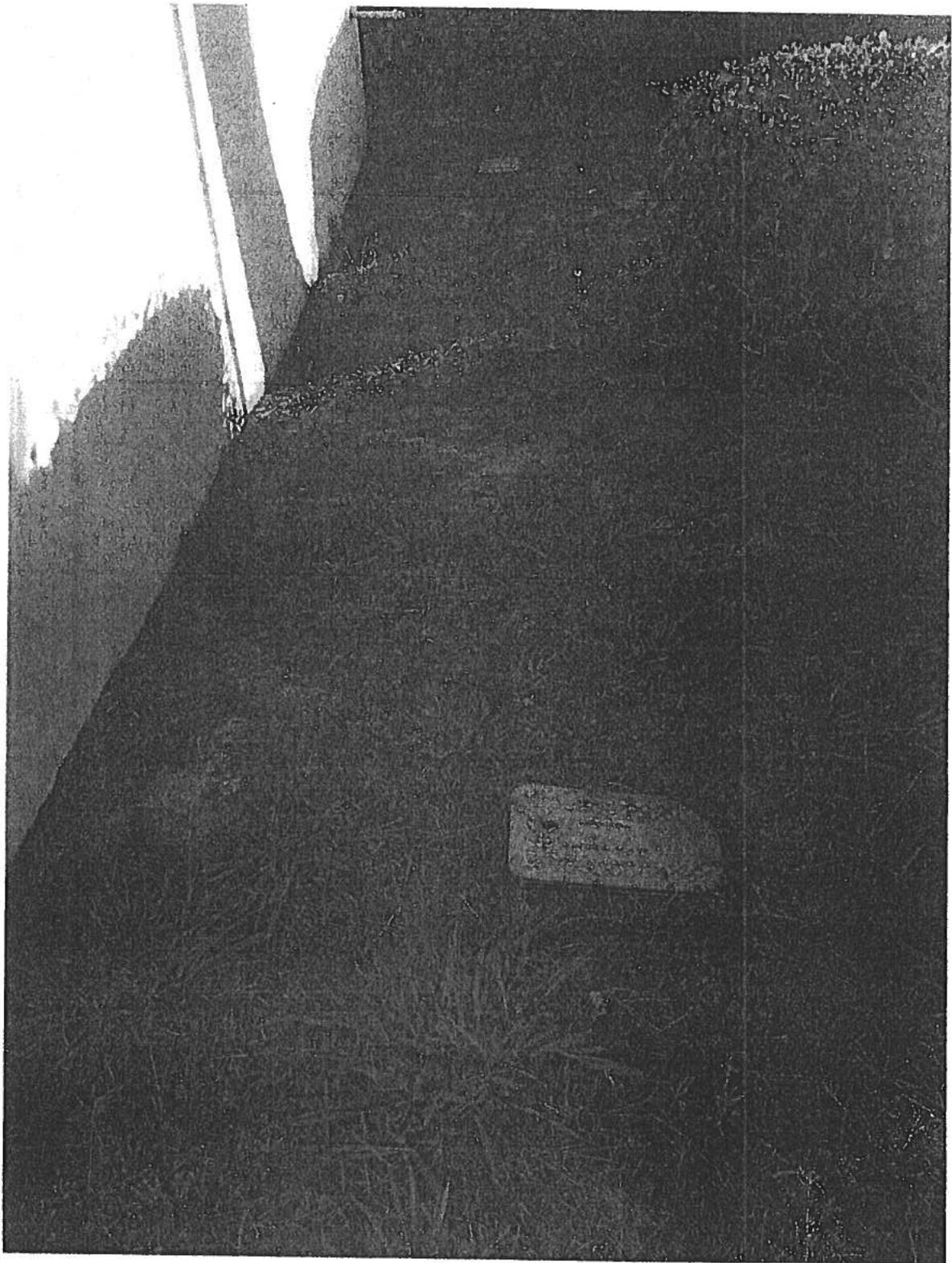


RFI Question #1

Sent from my iPhone

ADDENDUM 4 5/18/20

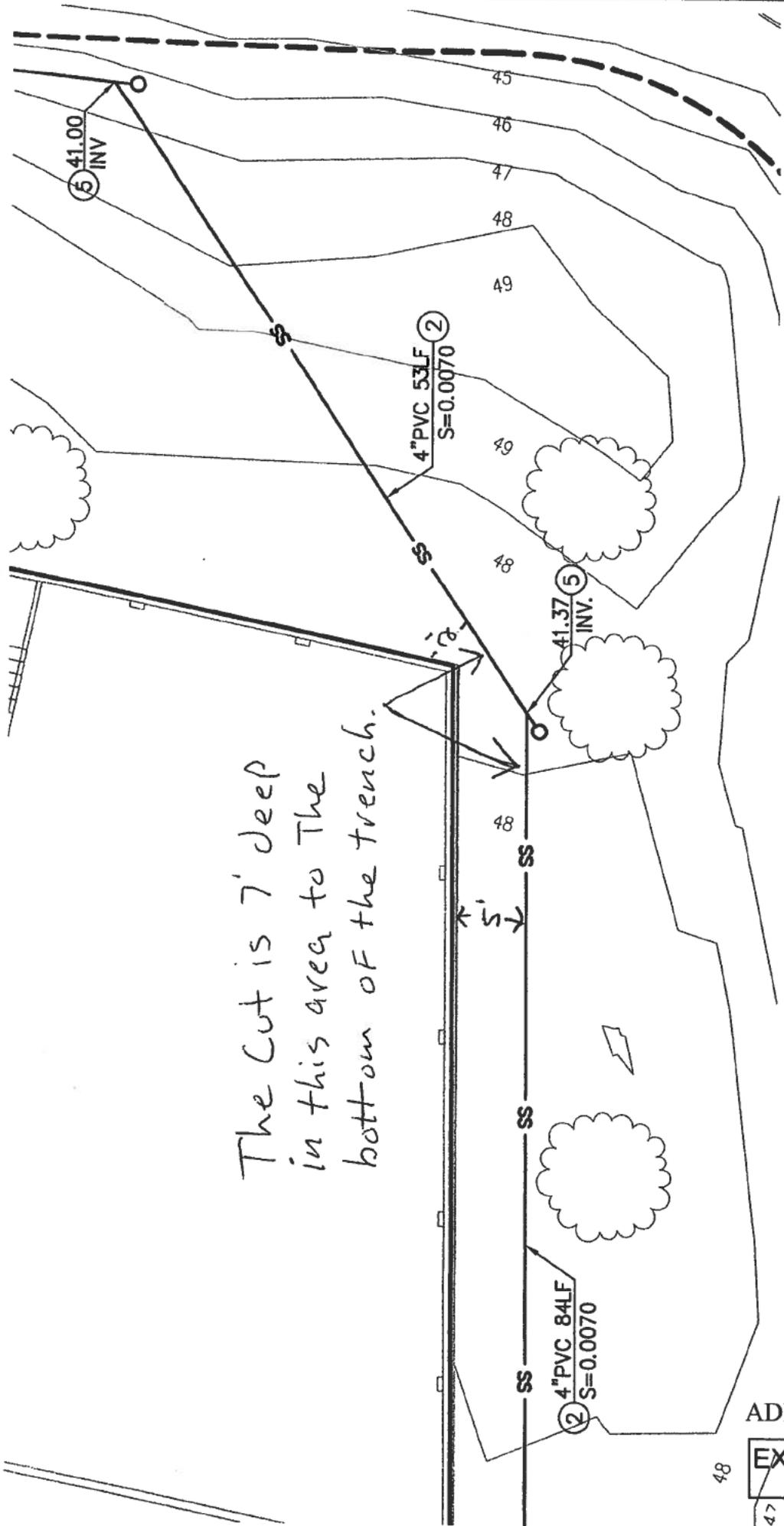
EXHIBIT 3.1(e)



RFI Question # 2

ADDENDUM 4 5/18/20

EXHIBIT 3.2(a)



The Cut is 7' deep
in this area to The
bottom of the trench.

RFI Question # 3

ADDENDUM 4 5/18/2

EXHIBIT 3.3(a)

48
47

SOLAR COATING SYSTEMS
ROOF RESTORATION
50-Year Limited Product Warranty

Warranty No. 228

Completion Date August 1, 2018

Project Millen Address 3175 Airway Ave., Costa Mesa, CA
Applicator Sonrise Roofing, Inc. Address 444 N. Shattuck Pl, Orange, CA
Building Description Commercial BUR cap sheet, low slope Square Footage 238

SOLAR COATING SYSTEMS warrants to the owner and applicator that coating will not fail for a period of (50) years, due to deterioration caused by ordinary weathering conditions. Should the coating fail during this period due to such deterioration, Solar Coating Systems will furnish at no charge, all coating materials necessary to repair such areas.

Solar Coating Systems requires that all roofing materials have been installed according to manufacturer's printed recommendations. This (50) year limited warranty shall be contingent upon approval from a final inspection and verification that the roof coating system was installed in accordance with a Solar Coating Systems Specification qualified to provide the 50-Year limited Product Warranty.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any repairs or alterations not authorized in writing by Solar Coating Systems shall void this warranty.
- Damage caused by structural movement, movement of recovered roof, failure of the substrate over which the coating is applied, faulty construction or design.
- Any unauthorized repairs or roof alteration or the consequential effects of such repairs or alterations.
- Damage caused by fire, earthquake, flood, hail, and unusual weather phenomena, such as high winds or natural disaster, or other Acts of God.
- Damage caused by third parties, including plant or animal life.
- Damage, deterioration, or leaks from Ponding water or areas of Ponding water.
- Damage to the building or contents thereof, or any other direct or consequential damage from any causes whatsoever.
- Failure of metal flashing or failures resulting from movement of mechanical equipment used in conjunction with the roof membrane or other flashing materials.
- Infiltration or condensation of moisture in, through, or around walls, copings, etc. entering the building structure.

The owner must notify Solar Coating Systems in writing immediately, and within 5 days of noted failure, should any coating failure occur. Solar Coating Systems reserves the right for their representative to make such inspection as may be required to assure coating performance and determine the extent and cause of problems if any.

In the event of damage or failure caused by any of the excluded occurrences listed, Owner shall, at its own cost, immediately repair or correct such damage or failure and shall notify Solar Coating Systems in writing. Failure to immediately make such repairs or corrections shall automatically void this Warranty. Solar Coating Systems shall have the right, at its option, to periodically inspect the roofing system and any other areas it determines necessary and will advise Owner of the existence of any such damages.

THE FOREGOING SHALL CONSTITUTE SOLAR COATING SYSTEMS SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH THE PURCHASE OR USE OF THE ROOFING SYSTEM. THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND SOLAR COATING SYSTEMS DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

It is mutually agreed by and between the parties hereto that this contract shall be construed under the laws of the State of Washington.

This Warranty is void unless signed by authorized representatives of Solar Coating Systems, Applicator and Owner. Owner's signature constitutes acceptance of all terms and conditions of the Warranty. This Warranty only becomes effective when the full contract price of the installation is paid in full to all parties and signed by an officer of SCS. The job completion date will be the beginning date for the warranty period.

By [Signature] Title OWNER Date 7.31.18
By [Signature] Title CEO Date August 1, 2018
By [Signature] Title Treasurer Date 7-30-18
SOLAR COATING SYSTEMS

ADDENDUM

No. 4 Delta 4, dated 5/15/2020

Date: 18 May 2020

Project: Costa Mesa Permanent Bridge Shelter

Project No. 19032

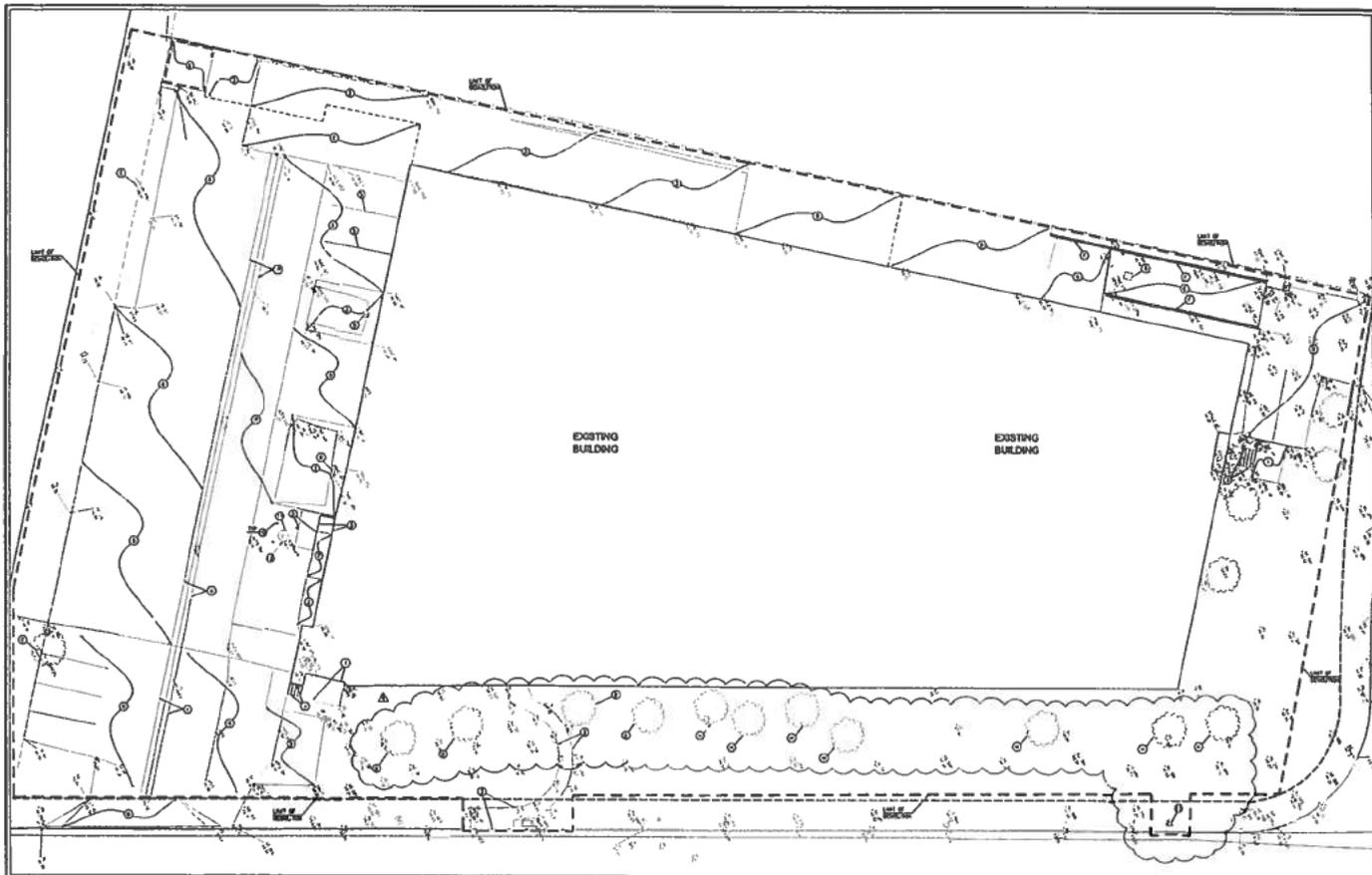
Attention Bidders- *The clouds and deltas as noted on the enclosed drawings are an attempt to assist the bidders in locating the changes on the plans but it is the bidder's responsibility to include any change in their bid amount.*

This Addendum shall serve to modify the Bid Documents for the above-referenced project as follows:

- A) Drawings: The Drawings for the proposed Work are modified as indicated by Revision dated 5/15/2020 and as follows:
1. Sheet CS-1:
 - a. Clarify Separate Permit contractor responsibility
 2. Sheet C-2.02:
 - a. Provide details 3 and 4 for trench and pipe bedding
 3. Sheet C-3.01:
 - a. Clarify Demolition Note 11 for existing SCE Vault removal/demolition.
 - b. Clarify Demolition Note 13 for existing irrigation meter and backflow scope as indicated on Mesa Water Improvement drawings.
 - c. Clarify Scope of Work for demolition to accommodate new construction.
 4. Sheet C-5.01:
 - a. Clarify construction Notes 4,7,14 and 19 to accommodate new construction per Mesa Water Improvement drawings.
 - b. Clarify location of SS line information. Proposed on-site sewer line was upsized to a 6" line due to decreased design slope based on revised location.
 5. Sheet SP-1:
 - a. Clarify Irrigation main supply and domestic water, new Key Note 46 and plan location.
 6. Sheet SP-1.2:
 - a. Clarify curb call out for accessible ramp reference for details 3 and 13.
 7. Sheet SP-1.3:
 - a. Clarify Detail 5 to include curb height dimension of 6".
 8. Sheet A-9.1:
 - a. Clarify detail 10, dimensions at accessible stall 5'-0" clear at fixture to opposing partition.

9. Sheet A-9.1:
 - a. Clarify detail 10, dimensions at accessible stall 5'-0" clear at fixture to opposing partition.
10. Sheet M0.1:
 - a. Clarify HVAC Legend for Smoke Fire Damper and Fire Damper designations
11. Sheet M2.1:
 - a. Provide Smoke Fire Dampers at Rated Corridor 022.
12. Sheet E0.1:
 - a. Clarify Mechanical Equipment Legend to indicate Smoke Fire damper designation.
13. Sheet E2.1:
 - a. Clarify electrical circuiting to accommodate Smoke Fire damper locations at Corridor 022.
14. Sheet E4.1:
 - a. Clarify electrical panel schedule circuiting to accommodate Smoke Fire Dampers.
15. Sheet LI-1:
 - a. Indicate location of existing irrigation line to remain
 - b. Provide specifications for master valve, backflow and other equipment on irrigation schedule.
 - c. Provide details 1 & 2 for valves & sensors.
 - d. Clarify location of new to existing mainline connection and points of connection.
16. Sheet LID-1:
 - a. Clarify details 4 & 5 controller and sensor.
17. Sheet LP-1:
 - a. Clarify tree specification size for Koelreuteria Bipinnata.

End of Addendum



BORDERS
 FRANK BORDERS & ASSOCIATES
 ARCHITECTS-ENGINEERS-PLANNERS

1575 SCenic AVENUE
 SUITE 210
 COSTA MESA, CA
 92626
 (949) 951-4217
 www.bordersandassociates.com



WILLIAMSON & JOHNSON
 ARCHITECTS-ENGINEERS-PLANNERS
 10000 S. HAYWARD AVE., SUITE 100
 COSTA MESA, CA 92626

PROJECT
 BUILDING IMPROVEMENT
 FOR:

**COSTA MESA PERMANENT
 BRIDGE SHELTER**
 3175 AIRWAY AVE.
 Costa Mesa, CA 92626



DEMOLITION PLAN

DEMOLITION NOTES:

- 1 REMOVE EXISTING CONCRETE WALLS
- 2 REMOVE EXISTING REINFORCING CONCRETE
- 3 REMOVE EXISTING CONCRETE FLOORING
- 4 REMOVE EXISTING CONCRETE SLOPE
- 5 REMOVE EXISTING CONCRETE PERIMETER STRIP
- 6 REMOVE EXISTING TRUSS STRUCTURE
- 7 REMOVE EXISTING ROOF
- 8 REMOVE EXISTING TRUSS
- 9 REMOVE EXISTING CLIP BRACKETS
- 10 REMOVE EXISTING WALL BRACKETS AND TRUSS BRACKETS
- 11 REMOVE EXISTING TRUSS BRACKETS
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- 100 REMOVE EXISTING TRUSS BRACKETS

SALVAGE NOTES:

- 1 PRESERVE EXISTING CONCRETE BRACKETS
- 2 PRESERVE EXISTING REINFORCING CONCRETE #1-ROCKETS
- 3 PRESERVE EXISTING CONCRETE FLOORING
- 4 PRESERVE EXISTING BRACKETS APPROXIMATE
- 5 PRESERVE IN PLACE EXISTING PERIMETER STRIP
- 6 PRESERVE IN PLACE EXISTING TRUSS
- 7 PRESERVE IN PLACE EXISTING TRUSS
- 8 PRESERVE EXISTING TRUSS
- 9 PRESERVE EXISTING CONCRETE BRACKETS
- 10 PRESERVE IN PLACE EXISTING SLOPE

LEGEND



DEMOLITION PLAN
 GRAPHIC SCALE: 1" = 10'

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/15/10
2	ISSUED FOR PERMITS	10/15/10
3	ISSUED FOR PERMITS	10/15/10
4	ISSUED FOR PERMITS	10/15/10
5	ISSUED FOR PERMITS	10/15/10
6	ISSUED FOR PERMITS	10/15/10
7	ISSUED FOR PERMITS	10/15/10
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17	ISSUED FOR PERMITS	10/15/10
18	ISSUED FOR PERMITS	10/15/10
19	ISSUED FOR PERMITS	10/15/10
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97	ISSUED FOR PERMITS	10/15/10
98	ISSUED FOR PERMITS	10/15/10
99	ISSUED FOR PERMITS	10/15/10
100	ISSUED FOR PERMITS	10/15/10

C-3.01
 SD SET APPENDIX 5/10/10



30

BORDERS
ROBERT BORDERS & ASSOCIATES
REGISTERED-CIVIL ENGINEER

1875 BORDERS AVENUE
SUITE 110
COSTA MESA, CA 92626
949 951 0217
WWW.BORDERS-CA.COM



BLAIR
BLAIR ENGINEERING & ARCHITECTURE
REGISTERED-CIVIL ENGINEER

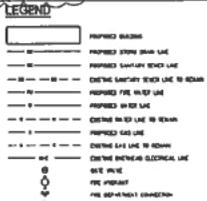
BLAIR
BUILDING IMPROVEMENT
FOR:

**COSTA MESA/
PERMANENT
BRIDGE
SHELTER**
3175 AIRWAY AVE.
COSTA MESA, CA 92626



UTILITY PLAN

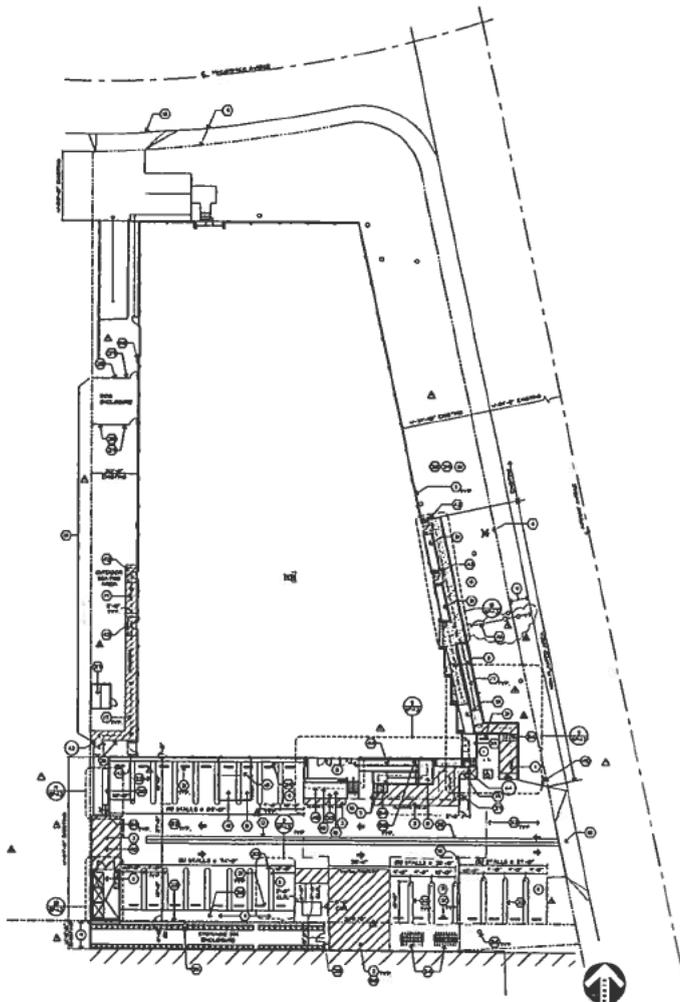
- CONSTRUCTION NOTES:**
1. POINT OF CONNECTION
 2. METAL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING, SEE SPEC. AND LOCAL CODES.
 3. METAL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING, SEE SPEC. AND LOCAL CODES.
 4. METAL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING, SEE SPEC. AND LOCAL CODES.
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 16. METAL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING, SEE SPEC. AND LOCAL CODES.
 17. METAL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING, SEE SPEC. AND LOCAL CODES.
 18. METAL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING, SEE SPEC. AND LOCAL CODES.
 19. METAL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING, SEE SPEC. AND LOCAL CODES.
 20. METAL PIPE SHALL BE INSTALLED WITH PROTECTIVE COATING, SEE SPEC. AND LOCAL CODES.



UTILITY PLAN
GRAPHIC SCALE: 1" = 10'

Revision	By	Date
1	AC	08/11/2011
2	AC	08/11/2011
3	AC	08/11/2011
4	AC	08/11/2011
5	AC	08/11/2011
6	AC	08/11/2011
7	AC	08/11/2011
8	AC	08/11/2011
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10	AC	08/11/2011
11	AC	08/11/2011
12	AC	08/11/2011
13	AC	08/11/2011
14	AC	08/11/2011
15	AC	08/11/2011
16	AC	08/11/2011
17	AC	08/11/2011
18	AC	08/11/2011
19	AC	08/11/2011
20	AC	08/11/2011

Sheet: **C-5.01**
800 SET ADDEND 4 5/11



OVERALL SITE PLAN
SCALE: 1/4" = 1'-0"

20

SITE PLAN NOTES

1. SEE ACCESSIBLE PARKING AREA, SEE ACCESSIBLE PARKING AREA DETAIL 1 FOR ACCESSIBLE PARKING AREA DETAIL 1. SEE DETAIL 1 FOR ACCESSIBLE PARKING AREA DETAIL 1.
2. SEE ACCESSIBLE PARKING AREA, SEE ACCESSIBLE PARKING AREA DETAIL 1 FOR ACCESSIBLE PARKING AREA DETAIL 1.
3. SEE ACCESSIBLE PARKING AREA, SEE ACCESSIBLE PARKING AREA DETAIL 1 FOR ACCESSIBLE PARKING AREA DETAIL 1.
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GENERAL NOTES

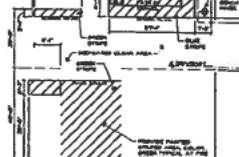
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3. SEE GENERAL NOTES, SEE GENERAL NOTES DETAIL 1 FOR GENERAL NOTES DETAIL 1.
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8. SEE GENERAL NOTES, SEE GENERAL NOTES DETAIL 1 FOR GENERAL NOTES DETAIL 1.
9. SEE GENERAL NOTES, SEE GENERAL NOTES DETAIL 1 FOR GENERAL NOTES DETAIL 1.
10. SEE GENERAL NOTES, SEE GENERAL NOTES DETAIL 1 FOR GENERAL NOTES DETAIL 1.

DEVELOPMENT TABULATIONS

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	SEE DEVELOPMENT TABULATION 1 FOR DEVELOPMENT TABULATION 1.	10,000	10.00%
2	SEE DEVELOPMENT TABULATION 2 FOR DEVELOPMENT TABULATION 2.	20,000	20.00%
3	SEE DEVELOPMENT TABULATION 3 FOR DEVELOPMENT TABULATION 3.	30,000	30.00%
4	SEE DEVELOPMENT TABULATION 4 FOR DEVELOPMENT TABULATION 4.	40,000	40.00%
5	SEE DEVELOPMENT TABULATION 5 FOR DEVELOPMENT TABULATION 5.	50,000	50.00%

PROPERTY DESCRIPTION

PROPERTY DESCRIPTION: SEE PROPERTY DESCRIPTION DETAIL 1 FOR PROPERTY DESCRIPTION DETAIL 1.



FIRE TRUCK TURN AROUND
SCALE: 1/4" = 1'-0"

15

BORDERS
ROBERT BORDERS & ASSOCIATES
ARCHITECTS - ENGINEERS - PLANNERS

1919 HUNTINGWOOD
SUITE 214
COSTA MESA, CA 92626

PH: 949-441-1317
WWW.BORDERSDRAWING.COM

COSTA MESA PERMANENT BRIDGE SHELTER

3175 AIRWAY AVE.
COSTA MESA, CA 92626

CITY PROJECT NO. 20

CITY OF COSTA MESA
PLANNING DEPARTMENT

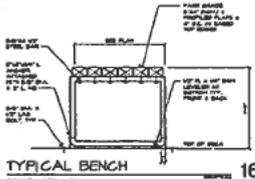
SITE PLAN

NO.	DESCRIPTION	DATE
1	PREPARED BY	
2	REVISION	
3	DATE	

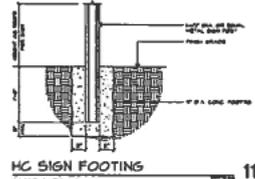
Scale: AS SHOWN

Sheet: **SP-1**

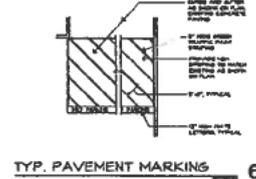
BIG BET A00010 / 5/16/20



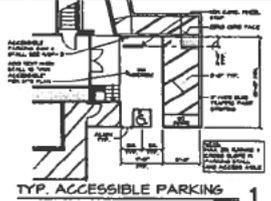
TYPICAL BENCH
SCALE: 1/2" = 1'-0"



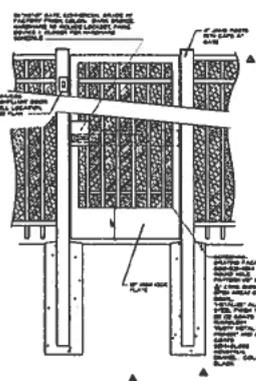
HG SIGN FOOTING
SCALE: 1/2" = 1'-0"



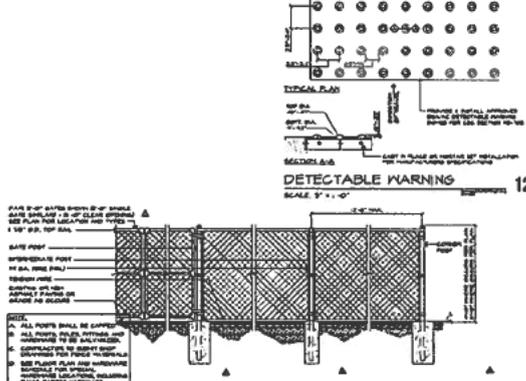
TYP. PAVEMENT MARKINGS
SCALE: 1/2" = 1'-0"



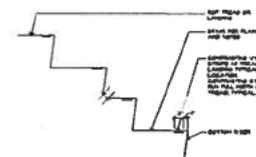
TYP. ACCESSIBLE PARKING
SCALE: 1/2" = 1'-0"



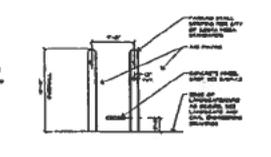
STEEL GATE/FENCING
SCALE: 1/2" = 1'-0"



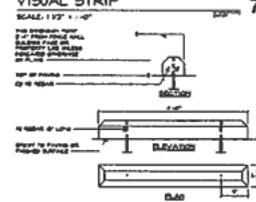
CHAIN LINK FENCE AND GATE
SCALE: 3/8" = 1'-0"



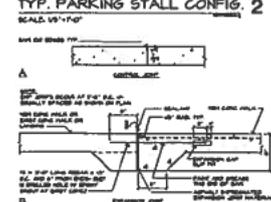
VISUAL STRIP
SCALE: 1/2" = 1'-0"



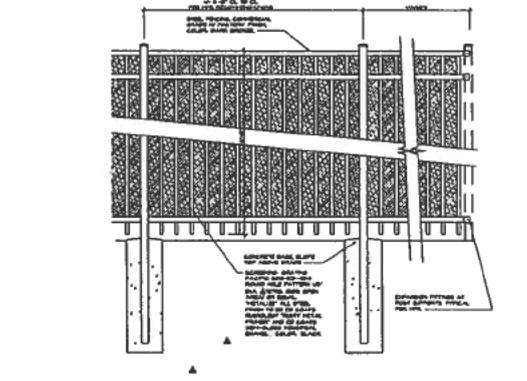
TYP. PARKING STALL CONFIG.
SCALE: 1/2" = 1'-0"



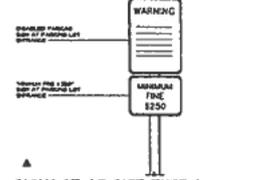
CONCRETE WHEEL STOP
SCALE: 1/2" = 1'-0"



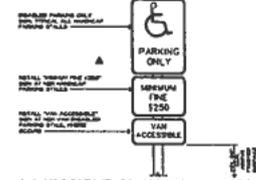
EXPANSION/CONTROL JOINTS
SCALE: 1/2" = 1'-0"



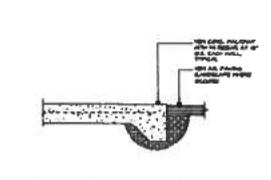
STEEL FENCING
SCALE: 1/2" = 1'-0"



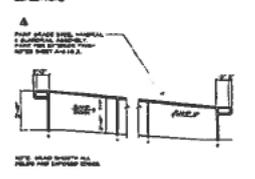
SIGNAGE AT SITE ENTRY
SCALE: NONE



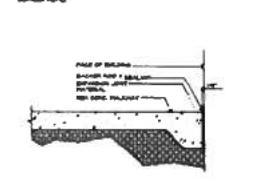
ACCESSIBLE SIGNAGE @ STALL
SCALE: NONE



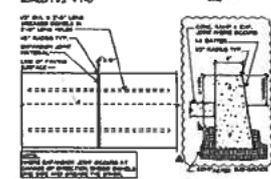
CONCRETE TO A/C PAVING
SCALE: 1/2" = 1'-0"



HANDRAIL ELEVATION
SCALE: 3/8" = 1'-0"



EXPANSION JOINT @ BLDG.
SCALE: 1/2" = 1'-0"



CONCRETE CURB
SCALE: 1/2" = 1'-0"

BORDERS
ROBERT BORDERS & ASSOCIATES
ARCHITECTURE + INTERIORS, INCORPORATED
1000 BIRMINGHAM AVENUE
SUITE 2110
COSTA MESA, CA 92626
949 441-1217
www.bordersborders.com

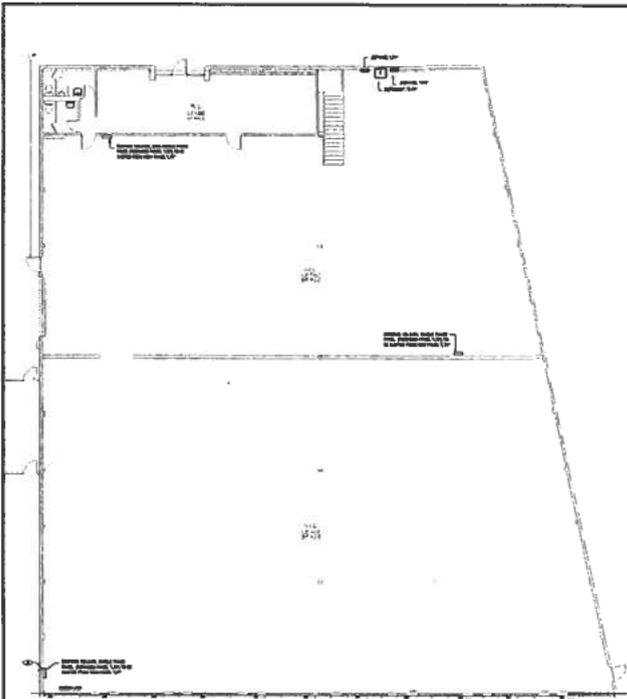
COSTA MESA PERMANENT BRIDGE SHELTER
3178 AIRWAY AVE.
COSTA MESA, CA 92626
CITY PROJECT NO 20



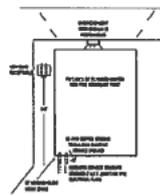
SITE DETAILS

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMITS	10/20/10
2	ISSUE FOR BIDDING	11/10/10
3	ISSUE FOR CONSTRUCTION	12/15/10
4	ISSUE FOR AS-BUILT	01/15/11
5	ISSUE FOR FINAL	02/15/11
6	ISSUE FOR ARCHIVE	03/15/11

SP-1.3
NO NET ACROSS # 5182



2 FIRST FLOOR PARTIAL POWER PLAN (TENANT SPACE)
SCALE: 1/8" = 1'-0"



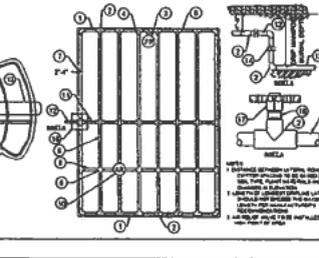
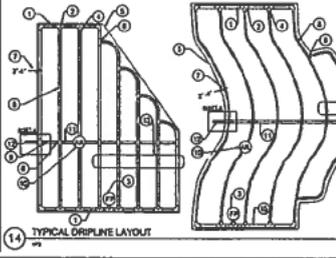
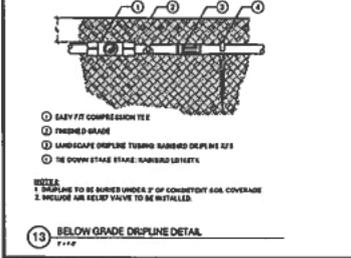
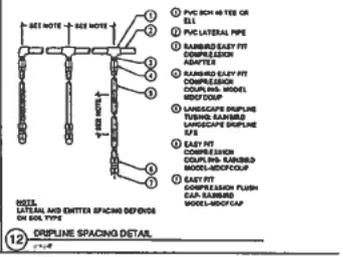
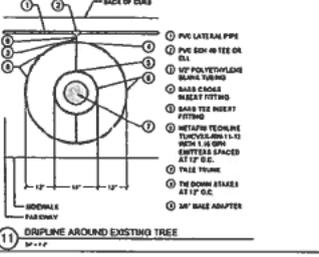
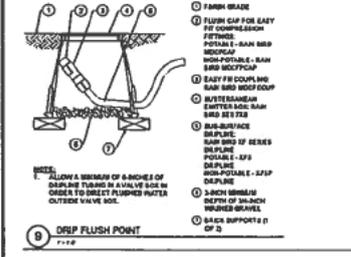
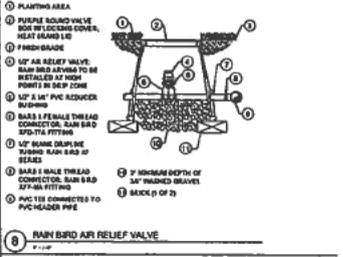
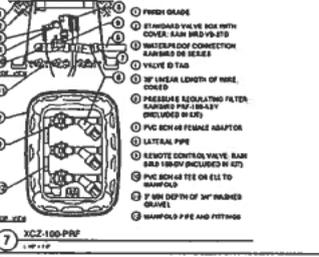
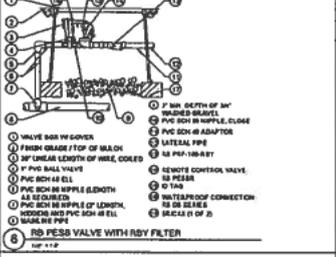
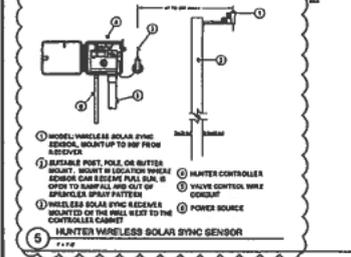
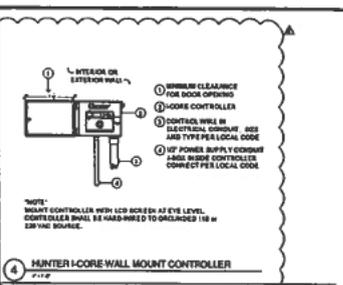
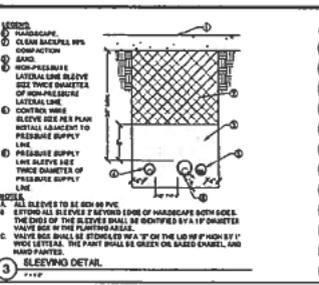
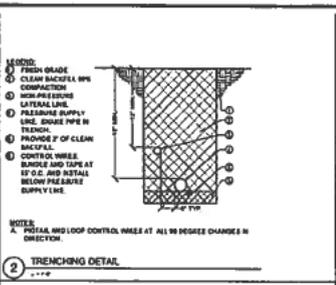
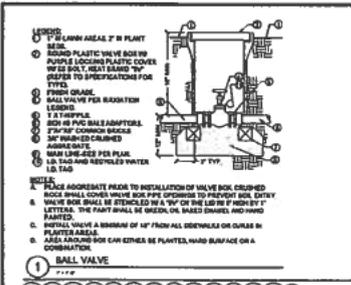
3 LOW VOLTAGE MPOE BACKBOARD ELEVATION
SCALE: 1/8" = 1'-0"

KEY NOTES:

- 1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2014 CALIFORNIA MECHANICAL CODE (CMC).
- 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA FIRE CODE (CFC).
- 3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA PLUMBING AND MECHANICAL CODE (CPC).
- 4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA BUILDING CODE (CBC).
- 5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2014 CALIFORNIA MECHANICAL CODE (CMC).
- 6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA FIRE CODE (CFC).
- 7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA PLUMBING AND MECHANICAL CODE (CPC).
- 8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA BUILDING CODE (CBC).

EQUIPMENT SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	120V 15A BRK CIR	1	EA	
2	120V 20A BRK CIR	1	EA	
3	120V 30A BRK CIR	1	EA	
4	120V 40A BRK CIR	1	EA	
5	120V 50A BRK CIR	1	EA	
6	120V 60A BRK CIR	1	EA	
7	120V 75A BRK CIR	1	EA	
8	120V 90A BRK CIR	1	EA	
9	120V 100A BRK CIR	1	EA	
10	120V 125A BRK CIR	1	EA	
11	120V 150A BRK CIR	1	EA	
12	120V 200A BRK CIR	1	EA	
13	120V 250A BRK CIR	1	EA	
14	120V 300A BRK CIR	1	EA	
15	120V 350A BRK CIR	1	EA	
16	120V 400A BRK CIR	1	EA	
17	120V 450A BRK CIR	1	EA	
18	120V 500A BRK CIR	1	EA	
19	120V 550A BRK CIR	1	EA	
20	120V 600A BRK CIR	1	EA	
21	120V 650A BRK CIR	1	EA	
22	120V 700A BRK CIR	1	EA	
23	120V 750A BRK CIR	1	EA	
24	120V 800A BRK CIR	1	EA	
25	120V 850A BRK CIR	1	EA	
26	120V 900A BRK CIR	1	EA	
27	120V 950A BRK CIR	1	EA	
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33	120V 1250A BRK CIR	1	EA	
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36	120V 1400A BRK CIR	1	EA	
37	120V 1450A BRK CIR	1	EA	
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BORDERS
 ROBERT BORDERS & ASSOCIATES
 IRRIGATION-CONSTRUCTION-PLANNING

1975 SCENE AVENUE
 SUITE 100
 COSTA MESA, CA
 92626

949-261-1317
 www.bordersirrigation.com

bmla
 IRRIGATION
 CONSTRUCTION
 PLANNING

COSTA MESA PERMANENT BRIDGE SHELTER

3175 AIRWAY AVE.
 COSTA MESA, CA 92626

100% CO SET

COSTA MESA PERMANENT BRIDGE SHELTER

3175 AIRWAY AVE.
 COSTA MESA, CA 92626

IRRIGATION DETAILS

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CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: MAY 19, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 5 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

<u>BID SUBMITTAL DATE:</u>	10:00 A.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID SUBMITTAL LOCATION:</u>	77 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	2:00 P.M., Friday, May 22ND, 2020	NO CHANGE
<u>BID OPENING LOCATION:</u>	Due to COVID-19 safety measures there will be not be a public Bid Opening.	NO CHANGE
<u>REVISED E-MAIL ADDRESS:</u>	Please send acknowledgment of all published addendums to bobby.fouladi@costamesaca.gov.	
<u>PRE BID RFI LOG:</u>	City's Pre-Bid RFI LOG with updated questions and responses.	

THE PRE-BID RFI LOG: Addresses RFI(s) to date **including questions proposed on 5/14/2020**. The RFI Log with both the RFI questions and responses is included in this addendum as **Attachment 1**.

Addendum No. 5
Project and Specifications No. 20-05

Please acknowledge receipt of each and all addendums on the Proposal Page "P-4".

Sincerely,

A handwritten signature in black ink, appearing to read "B. Fouladi". The signature is written in a cursive style with a large initial "B" and a long, sweeping underline.

Bobby Fouladi, P.E.
Associate Engineer

Attachments:

- 1- Pre-Bid RFI Log (3 pages) and exhibits (8 pages)

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
1	4/29/2020	Exactly what do we need to submit with this bid package in regards to HUD requirements? What is the DBE goal and where is it located in the package? Do we need the 15-G & 15-H Exhibit Form & where can we find it?	There is no DBE Goal set for the project and Exhibits 15-G and 15-H are not required to be submitted for this project. This project is subject to Section 3 regulations and all bidders must comply with Housing Urban Department (HUD) Section 3 subcontracting and employment requirements and demonstrate their efforts to meet the goals. The documentation stated in this addendum shall be submitted with the bid package (see revisions to Information for Bidders).
2	4/30/2020	Can you help me answer a couple of questions regarding the Section 3 HUD requirement? What is the geographical area for this requirement? Or is there one? Also, are there any outreach groups that we can contact	<p>The City of Costa Mesa does not maintain a list of certified Section 3 businesses however, the Section 3 regulations suggest various ways to meet these goals.</p> <p>All Section 3 contractors are expected to utilize the following approaches in an effort to recruit Section 3 residents or business concerns.</p> <ul style="list-style-type: none"> • Advertising in local media, publish in the newspapers, etc. • Prominently placing a notice of Section 3 commitments (in English and Spanish) under Section 3 at the project site or other places where applications for training and employment are taken • Contacting local job training centers, employment service agencies, and community organizations, • Developing on-the-job training opportunities or participating in job training programs, etc. <p>The contractors shall keep the record of the effort completed and a list of Section 3 residents who apply on their own or by referral for available positions.</p> <p>The Section 3 Business Opportunities Plan and Exhibits that attached to the specifications explain what actions need to be taken to meet Section 3 goal and what needs to be submitted to the City.</p> <p>In additional, you can utilize Section 3 Registry Data Base (all states) and resources that posted on the City of Costa Mesa website to find qualified Section 3 businesses:</p> <p>https://portalapps.hud.gov/Sec3BusReg/BRegistry/AdvancedSearch https://www.costamesaca.gov/home/showdocument?id=19345</p>

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
3.1	5/6/2020	{ 1 } On sheet C-3.01 of the Demolition plan. There are several trees and shrubs that are in the direct path of the new sewer and domestic water line that are not scheduled to be removed. Included are photos of the area in question for your review. Please provide direction on how to proceed. Reference Photo RFI Exhibit 3.1 (a,b,c,d,e)	See attached updated Utility Plan provided with Addendum No. 4. Trees and shrubs in the direct path of Sewer and Water lines are called to be removed per the updated demolition plan.
3.2	5/6/2020	{ 2 } On sheet C-5.01 of the Utility plan. There are irrigation valve boxes in the direct path of the new sewer line. I included a photo for your review. Please provide direction on how to proceed. Reference Photo RFI Exhibit 3.2 (a)	See attached updated Utility Plan provided with Addendum No. 4. Sewer line location has been revised to avoid conflict with Irrigation Valve boxes.
3.3	5/6/2020	{ 3 } On sheet C-5.01 of the Utility plan. The proposed new sewer line in one area is only 2-feet from the building. And in another area, it is only 5-feet from the building. The cut to the bottom of the trench is seven feet deep. Please confirm that the new sewer line is not in the "Zone of Influence" of the existing buildings footing. Reference Photo RFI Exhibit 3.3 (a)	See attached updated Utility Plan provided with Addendum No. 4. Sewer line location has been revised to avoid potential conflict with existing building footings. Based on revised length and slope, sewer line has been upsized to 6" diameter.
3.4	5/6/2020	{ 4 } On sheet C-5.01 of the Utility plan. The existing domestic water line is only 1.5 inches in diameter per the Mesa Water District's water improvement plan. Please confirm that the size of this existing water line will provide sufficient amount of water for this project.	See attached updated Utility Plan provided with Addendum No. 4. A new domestic water service connection is proposed for the building while the existing service connection will now become dedicated to irrigation only.
4.1	5/12/2020	Plan note 20 on sheet A-0.1 calls to demolish existing SCE Vault and prepare for new in-fill, please advise what will be demolished inside the vault and provide more information on the size/dimensions as well as what will be used for in-fill.	Existing transformer vault to be demolished with removal of transformer by SCE. All related equipment, conduit, wiring, brackets, attachments, etc. shall be removed as required for a complete removal. Back fill existing hole with on-site or import soils to a minimum of 95% compaction and install traffic rated paving section as shown on Detail 3, Sheet C-2.01. Existing hole is approximately 6'x8' x 7' d.

20-05 PRE-BID RFI LOG ADDENDUM 5 5/19/20

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
4.2	5/12/2020	Please advise what the project duration will be. Special Provisions Section 6-7 call for . 150 working days but page P-1 of Proposal Schedule calls for 150 calendar days.	Per Addendum No. 3 the project duration shall be 150 Calendar Days
4.3	5/12/2020	Please advise if open ceiling at rooms Women Sleeping 024 & Men Sleeping 025 . will need to be painted.	The open ceiling areas at Women's Sleeping Area 024 and Men's Sleeping Area 025 are exposed wood and Insulation and will not be painted.
4.4	5/12/2020	Please provide contact information for the existing fire alarm, fire sprinkler and . roofing vendors for the building.	The existing fire alarm is monitored by POST Alarm and the contact is Thomas Johnson (626) 802-0621. The Roofing Contractor is on record from 2018 is Sunrise Roofing Inc. : 414 N. Shattuck Pl., Orange CA. Attached as RFI Exhibit 4.5(a) is their warranty. There is no existing sprinkler contractor on record.
4.5	5/12/2020	Designation of Subcontractors as part of the bid proposal on page P-5 is calling to list . the subcontractors "Bid Item Number", please advise what bid item number is referring to.	For the Designation of SubContractors portion of the bid proposal on P-5 in lieu of the Bid Item Number please state which trades and type of work the sub-contractor will be performing.
5.1	5/14/2020	Is IT Server room construction room build out part of the contract? If so, indicate specifications for the server room.	The IT room is a part of the contract scope it will be the responsibility of the Prime Contractor or its designated sub-contractors to provide framing, power supply, lighting, HVAC, and the minimum network components and WiFi points of connection necessary to serve the proposed networked HVAC, lighting, security, and computer components shown on the project plans, specifications, and addendums.
5.2	5/14/2020	Who is providing the data/fiber connection from Pole Service Provider to MPOE?	The Prime contractor or their designated subcontractor will be providing the necessary underground improvements and conduits necessary for Charter Communications and AT&T to pull their respective data/fiber/copper connections to the building
5.3	5/14/2020	Please confirm if this project will need wireless access points. If so, please indicate them on plans.	The Prime or it's IT sub-contractor will be responsible for providing an adequate number of WiFi points of connection so that signal coverage will be secure and broadcast throughout the shelter portion of the building. The WiFi network should be accessible by all the proposed networked HVAC, lighting, security, and computer components shown on the project plans, specs, and addendums.

20-05 PRE-BID RFI LOG ADDENDUM 5 5/19/20

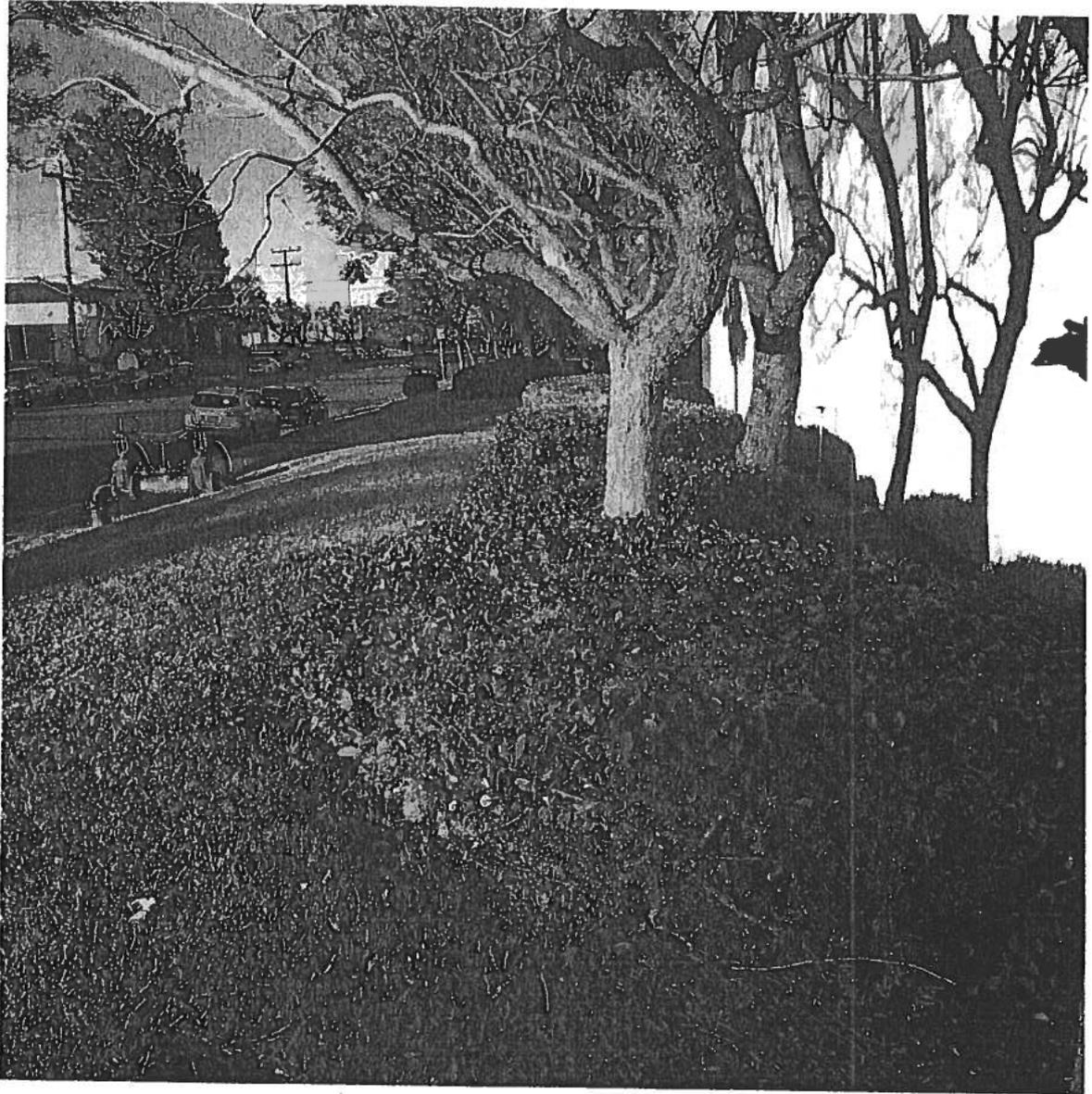


RFI Question #1

Sent from my iPhone

ADDENDUM 5 5/19/20

EXHIBIT 3.1(a)



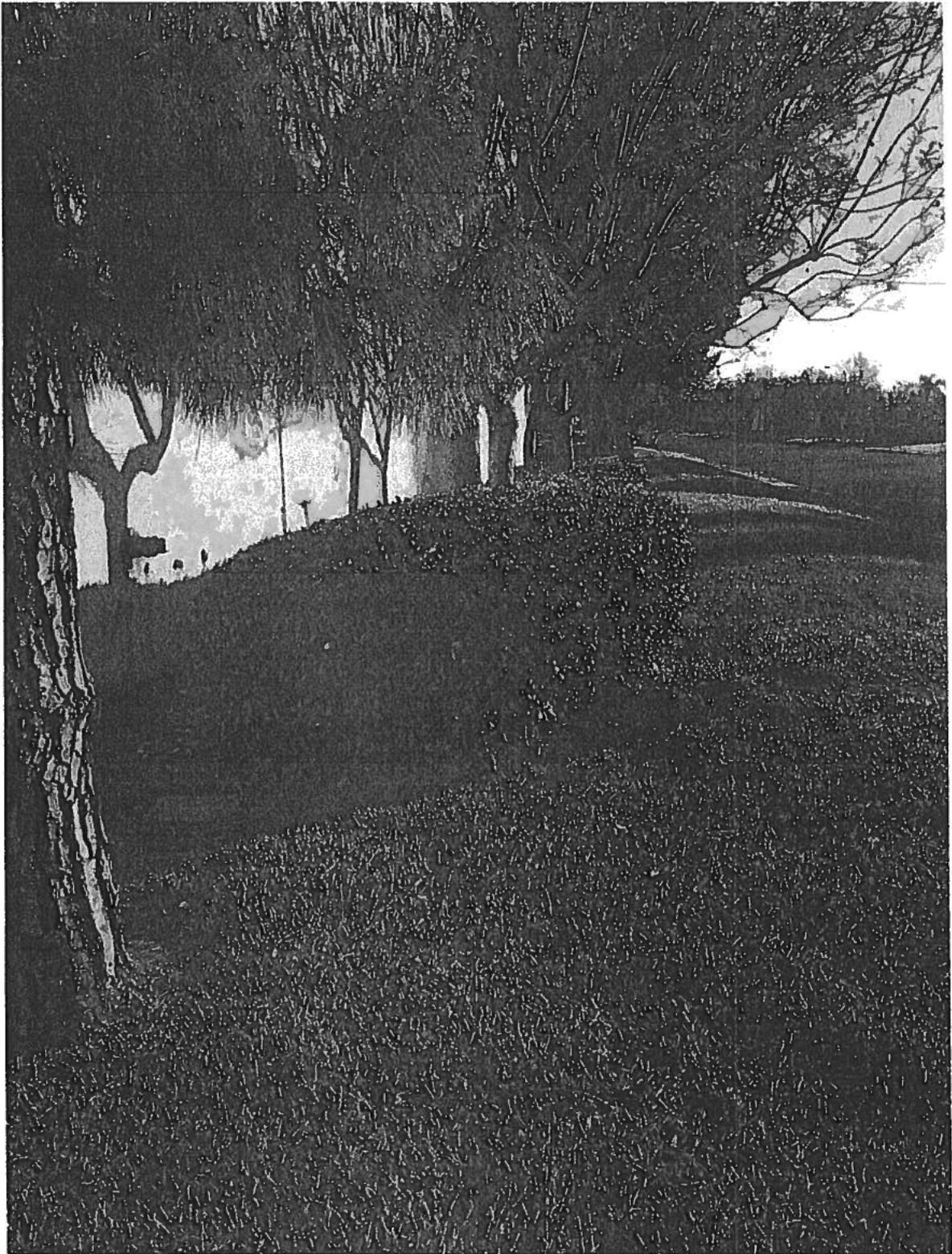
RFI Question #1



RFI Question #1

ADDENDUM 5 5/19/

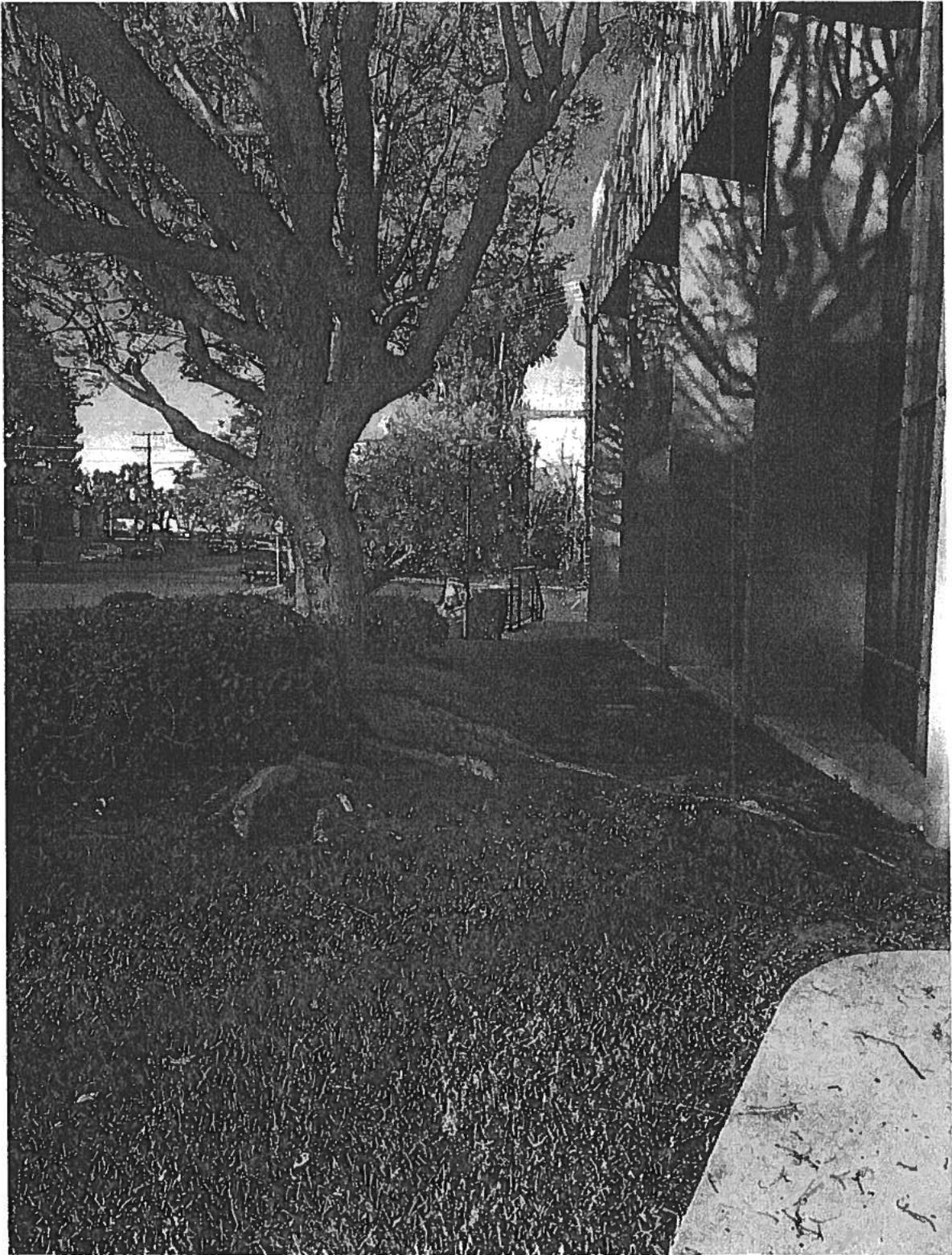
EXHIBIT 3.1(c)



RFI Question #1

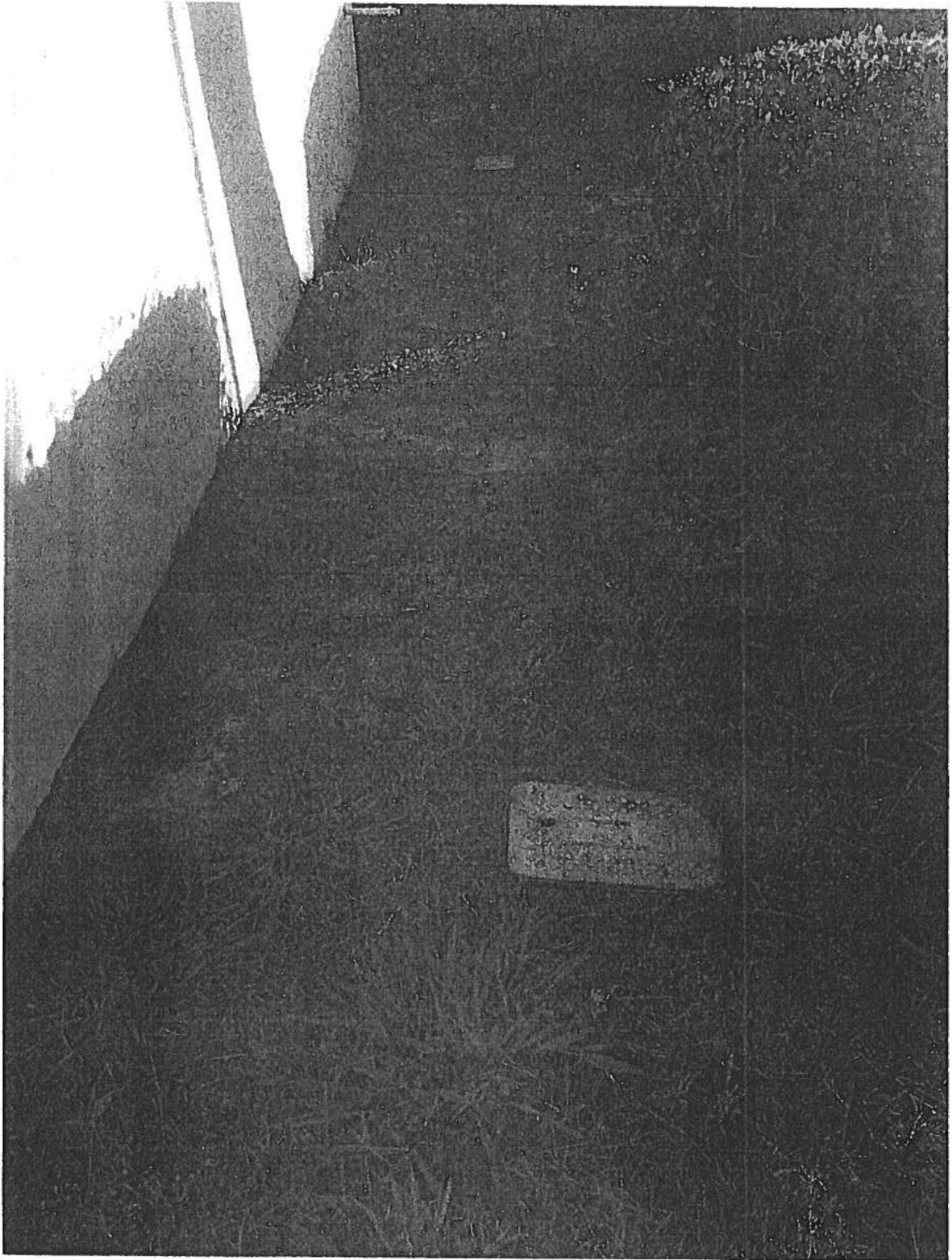
ADDENDUM 5 5/19/21

EXHIBIT 3.1(d)

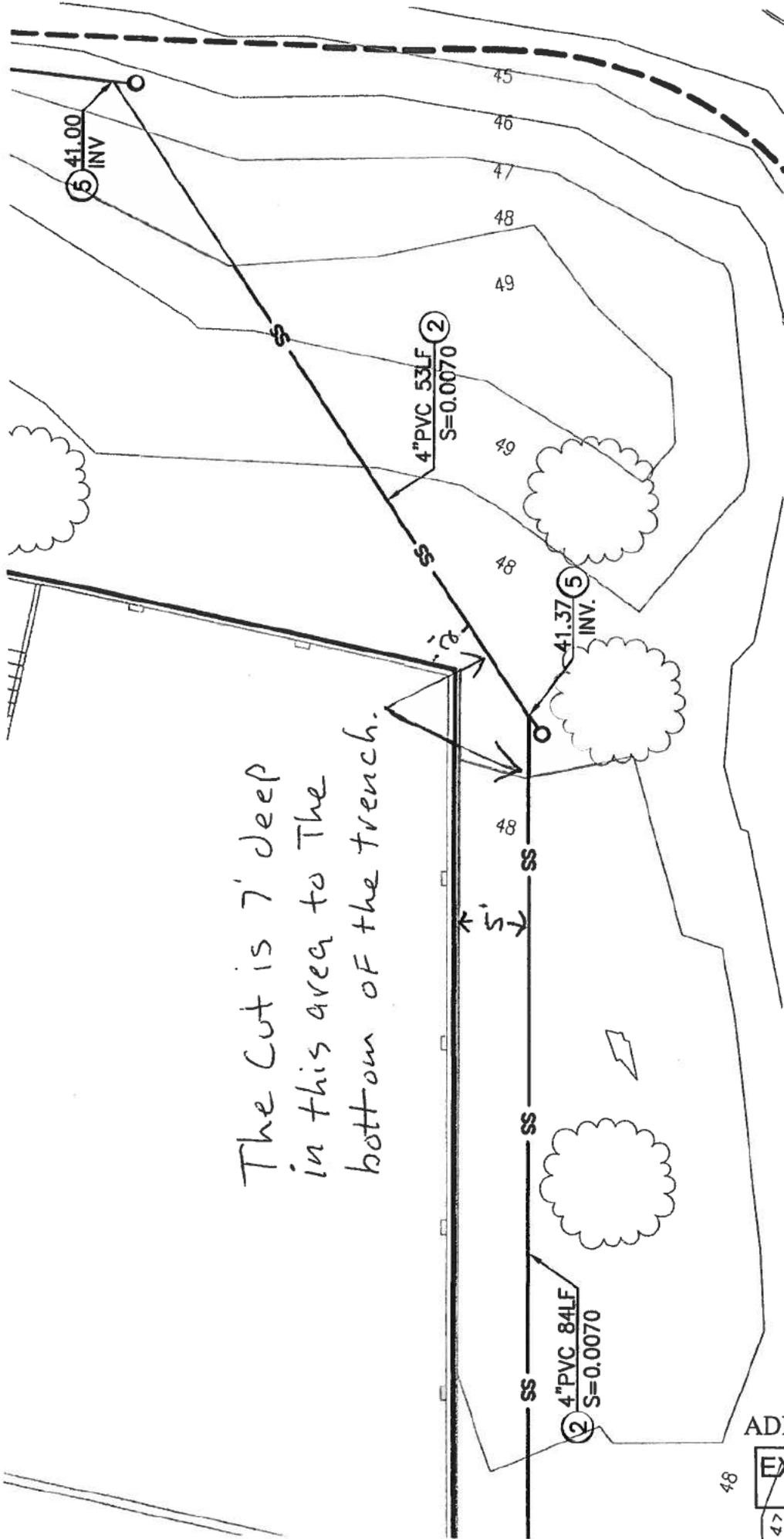


RFI Question #1

Sent from my iPhone



RFI Question # 2



The Cut is 7' deep
in this area to The
bottom of the trench.

RFI Question # 3

ADDENDUM 5 5/19/20

EXHIBIT 3.3(a)

48

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SOLAR COATING SYSTEMS
ROOF RESTORATION
50-Year Limited Product Warranty

Warranty No. 228
Completion Date August 1, 2018

Project Millen Address 3175 Airway Ave., Costa Mesa, CA
Applicator Sonrise Roofing, Inc. Address 414 N. Shattuck Pl., Orange, CA
Building Description Commercial, BUR caps sheet, low slope Square Footage 238

SOLAR COATING SYSTEMS warrants to the owner and applicator that coating will not fail for a period of (50) years, due to deterioration caused by ordinary weathering conditions. Should the coating fail during this period due to such deterioration, Solar Coating Systems will furnish at no charge, all coating materials necessary to repair such areas.

Solar Coating Systems requires that all roofing materials have been installed according to manufacturer's printed recommendations. This (50) year limited warranty shall be contingent upon approval from a final inspection and verification that the roof coating system was installed in accordance with a Solar Coating Systems Specification qualified to provide the 50-Year limited Product Warranty.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any repairs or alterations not authorized in writing by Solar Coating Systems shall void this warranty.
- Damage caused by structural movement, movement of recovered roof, failure of the substrate over which the coating is applied, faulty construction or design.
- Any unauthorized repairs or roof alteration or the consequential effects of such repairs or alterations.
- Damage caused by fire, earthquake, flood, hail, and unusual weather phenomena, such as high winds or natural disaster, or other Acts of God.
- Damage caused by third parties, including plant or animal life.
- Damage, deterioration, or leaks from Ponding water or areas of Ponding water.
- Damage to the building or contents thereof, or any other direct or consequential damage from any causes whatsoever.
- Failure of metal flashing or failures resulting from movement of mechanical equipment used in conjunction with the roof membrane or other flashing materials.
- Infiltration or condensation of moisture in, through, or around walls, copings, etc. entering the building structure.

The owner must notify Solar Coating Systems in writing immediately, and within 5 days of noted failure, should any coating failure occur. Solar Coating Systems reserves the right for their representative to make such inspection as may be required to assure coating performance and determine the extent and cause of problems if any.

In the event of damage or failure caused by any of the excluded occurrences listed, Owner shall, at its own cost, immediately repair or correct such damage or failure and shall notify Solar Coating Systems in writing. Failure to immediately make such repairs or corrections shall automatically void this Warranty. Solar Coating Systems shall have the right, at its option, to periodically inspect the roofing system and any other areas it determines necessary and will advise Owner of the existence of any such damages.

THE FOREGOING SHALL CONSTITUTE SOLAR COATING SYSTEMS SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH THE PURCHASE OR USE OF THE ROOFING SYSTEM. THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND SOLAR COATING SYSTEMS DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

It is mutually agreed by and between the parties hereto that this contract shall be construed under the laws of the State of Washington.

This Warranty is void unless signed by authorized representatives of Solar Coating Systems, Applicator and Owner. Owner's signature constitutes acceptance of all terms and conditions of the Warranty. This Warranty only becomes effective when the full contract price of the installation is paid in full to all parties and signed by an officer of SCS. The job completion date will be the beginning date for the warranty period.

By [Signature] Title OWNER Date 7.31.18
By [Signature] Title CEO Date August 1, 2018
By [Signature] Title Treasurer Date 7-30-18
SOLAR COATING SYSTEMS

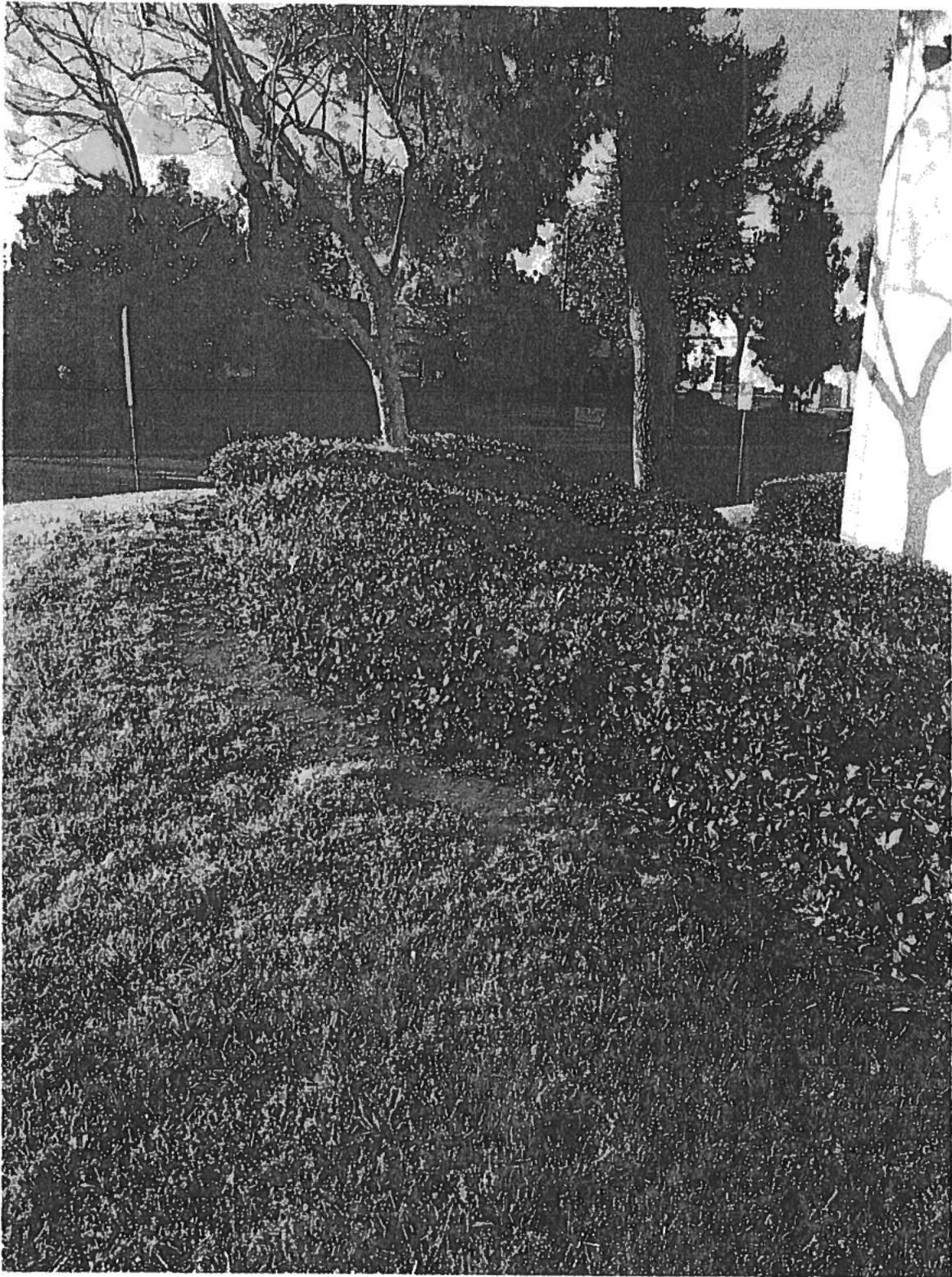
ADDENDUM 5 5/19/20

EXHIBIT 4.5(a)

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
1	4/29/2020	Exactly what do we need to submit with this bid package in regards to HUD requirements? What is the DBE goal and where is it located in the package? Do we need the 15-G & 15-H Exhibit Form & where can we find it?	There is no DBE Goal set for the project and Exhibits 15-G and 15-H are not required to be submitted for this project. This project is subject to Section 3 regulations and all bidders must comply with Housing Urban Department (HUD) Section 3 subcontracting and employment requirements and demonstrate their efforts to meet the goals. The documentation stated in this addendum shall be submitted with the bid package (see revisions to Information for Bidders).
2	4/30/2020	Can you help me answer a couple of questions regarding the Section 3 HUD requirement? What is the geographical area for this requirement? Or is there one? Also, are there any outreach groups that we can contact	The City of Costa Mesa does not maintain a list of certified Section 3 businesses however, the Section 3 regulations suggest various ways to meet these goals. All Section 3 contractors are expected to utilize the following approaches in an effort to recruit Section 3 residents or business concerns. <ul style="list-style-type: none"> • Advertising in local media, publish in the newspapers, etc. • Prominently placing a notice of Section 3 commitments (in English and Spanish) under Section 3 at the project site or other places where applications for training and employment are taken • Contacting local job training centers, employment service agencies, and community organizations, • Developing on-the-job training opportunities or participating in job training programs, etc. <p>The contractors shall keep the record of the effort completed and a list of Section 3 residents who apply on their own or by referral for available positions.</p> <p>The Section 3 Business Opportunities Plan and Exhibits that attached to the specifications explain what actions need to be taken to meet Section 3 goal and what needs to be submitted to the City.</p> <p>In additional, you can utilize Section 3 Registry Data Base (all states) and resources that posted on the City of Costa Mesa website to find qualified Section 3 businesses:</p> <p>https://portalapps.hud.gov/Sec3BusReg/BRegistry/AdvancedSearch https://www.costamesaca.gov/home/showdocument?id=19345</p>

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
3.1	5/6/2020	(1) On sheet C-3.01 of the Demolition plan. There are several trees and shrubs that are in the direct path of the new sewer and domestic water line that are not scheduled to be removed. Included are photos of the area in question for your review. Please provide direction on how to proceed. Reference Photo RFI Exhibit 3.1 (a,b,c,d,e)	See attached updated Utility Plan provided with Addendum No. 4. Trees and shrubs in the direct path of Sewer and Water lines are called to be removed per the updated demolition plan.
3.2	5/6/2020	(2) On sheet C-5.01 of the Utility plan. There are irrigation valve boxes in the direct path of the new sewer line. I included a photo for your review. Please provide direction on how to proceed. Reference Photo RFI Exhibit 3.2 (a)	See attached updated Utility Plan provided with Addendum No. 4. Sewer line location has been revised to avoid conflict with Irrigation Valve boxes.
3.3	5/6/2020	(3) On sheet C-5.01 of the Utility plan. The proposed new sewer line in one area is only 2-feet from the building. And in another area, it is only 5-feet from the building. The cut to the bottom of the trench is seven feet deep. Please confirm that the new sewer line is not in the "Zone of Influence" of the existing buildings footing. Reference Photo RFI Exhibit 3.3 (a)	See attached updated Utility Plan provided with Addendum No. 4. Sewer line location has been revised to avoid potential conflict with existing building footings. Based on revised length and slope, sewer line has been upsized to 6" diameter.
3.4	5/6/2020	(4) On sheet C-5.01 of the Utility plan. The existing domestic water line is only 1.5 inches in diameter per the Mesa Water District's water improvement plan. Please confirm that the size of this existing water line will provide sufficient amount of water for this project.	See attached updated Utility Plan provided with Addendum No. 4. A new domestic water service connection is proposed for the building while the existing service connection will now become dedicated to Irrigation only.
4.1	5/12/2020	Plan note 20 on sheet A-0.1 calls to demolish existing SCE Vault and prepare for new . in-fill, please advise what will be demolished inside the vault and provide more . information on the size/dimensions as well as what will be used for in-fill.	Existing transformer vault to be demolished with removal of transformer by SCE. All related equipment, conduit, wiring, brackets, attachments,etc. shall be removed as required for a complete removal. Back fill existing hole with on-site or import soils to a minimum of 95% compaction and install traffic rated paving section as shown on Detail 3, Sheet C-2.01. Existing hole is approximately 6'x8' x 7' d.

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
4.2	5/12/2020	Please advise what the project duration will be. Special Provisions Section 6-7 call for . 150 working days but page P-1 of Proposal Schedule calls for 150 calendar days.	Per Addendum No. 3 the project duration shall be 150 Calendar Days
4.3	5/12/2020	Please advise if open ceiling at rooms Women Sleeping 024 & Men Sleeping 025 . will need to be painted.	The open ceiling areas at Women's Sleeping Area 024 and Men's Sleeping Area 025 are exposed wood and insulation and will not be painted.
4.4	5/12/2020	Please provide contact information for the existing fire alarm, fire sprinkler and . roofing vendors for the building.	The existing fire alarm is monitored by POST Alarm and the contact is Thomas Johnson (626) 802-0621. The Roofing Contractor is on record from 2018 is Sunrise Roofing Inc. : 414 N. Shattuck Pl., Orange CA. Attached as RFI Exhibit 4.5(a) is their warranty. There is no existing sprinkler contractor on record.
4.5	5/12/2020	Designation of Subcontractors as part of the bid proposal on page P-5 is calling to list . the subcontractors "Bid Item Number", please advise what bid item number is referring to.	For the Designation of SubContractors portion of the bid proposal on P-5 in lieu of the Bid Item Number please state which trades and type of work the sub-contractor will be performing.

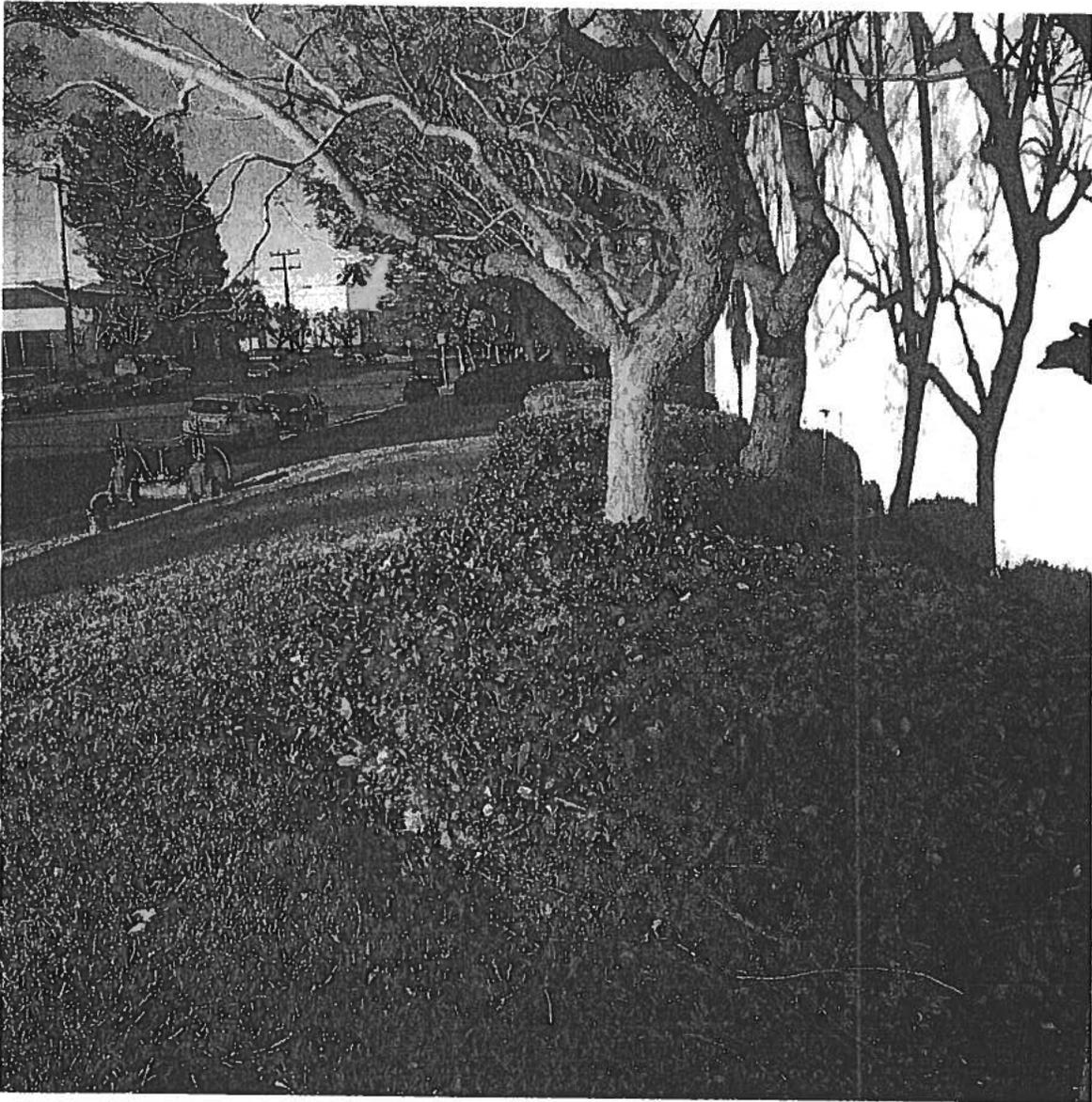


RFI Question #1

Sent from my iPhone

ADDENDUM 4 5/18/20

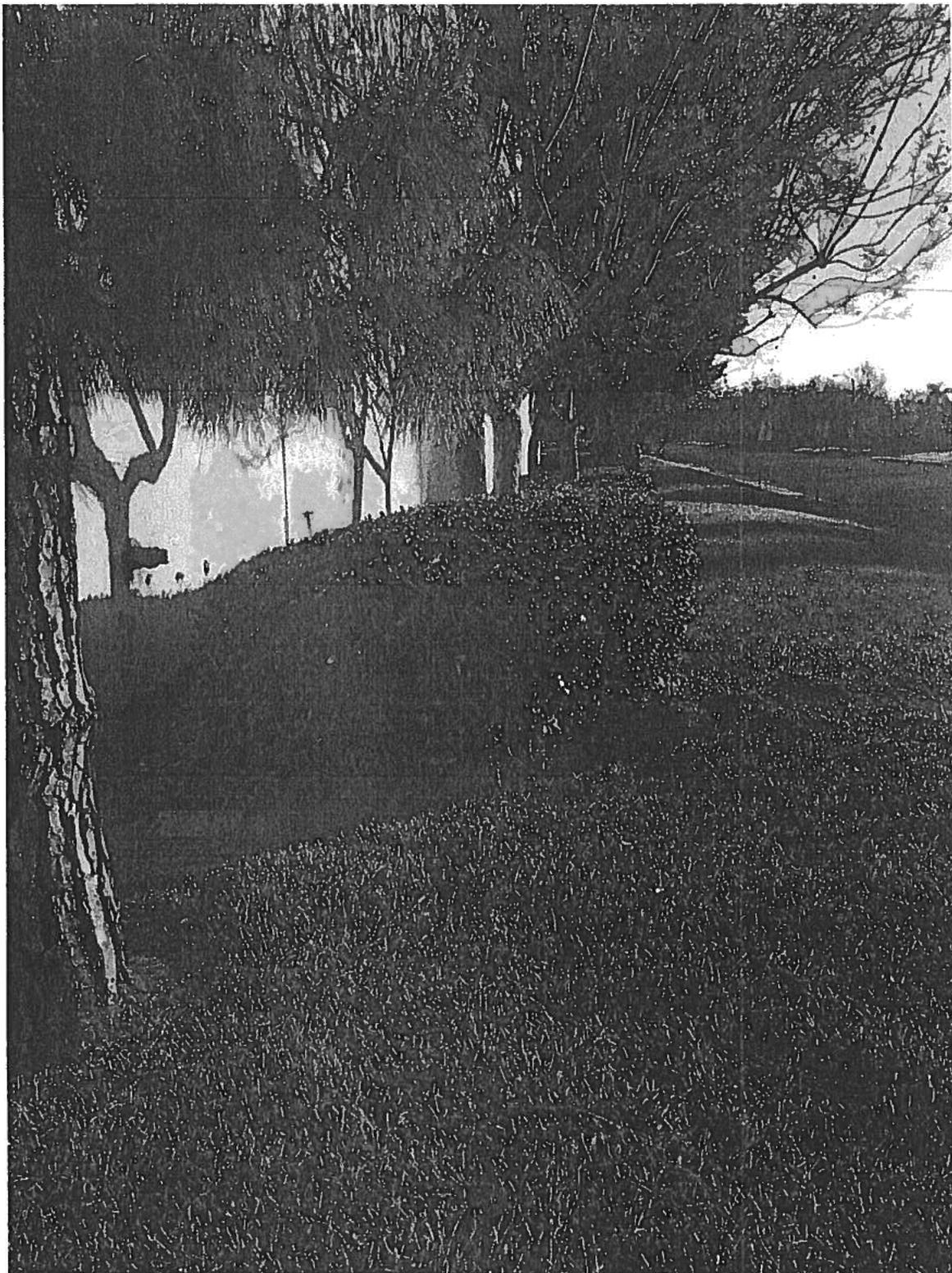
EXHIBIT 3.1(a)



RFI Question #1



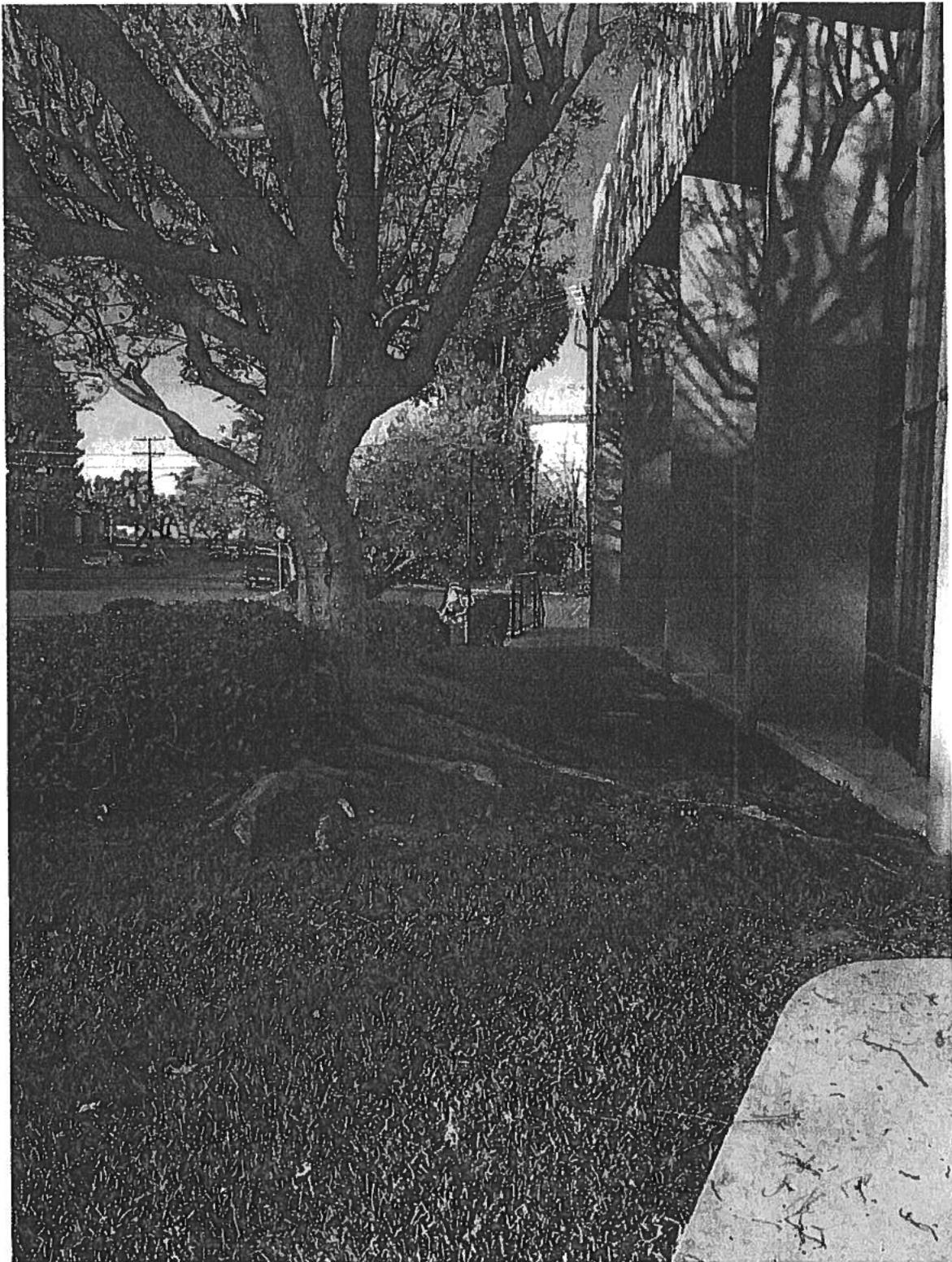
RFI Question #1



RFI Question #1

ADDENDUM 4 5/18/20

EXHIBIT 3.1(d)

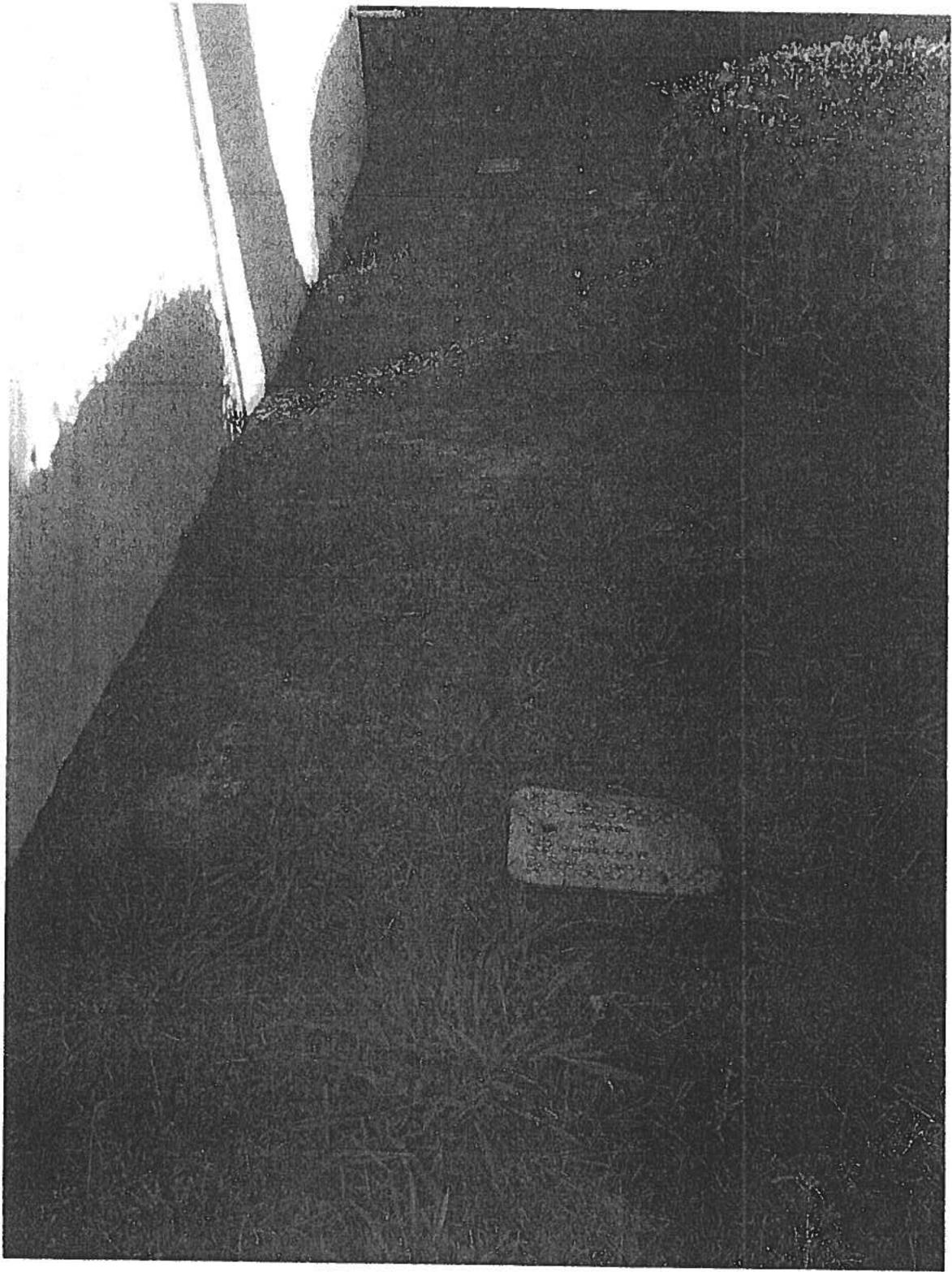


RFI Question #1

Sent from my iPhone

ADDENDUM 4 5/18/20

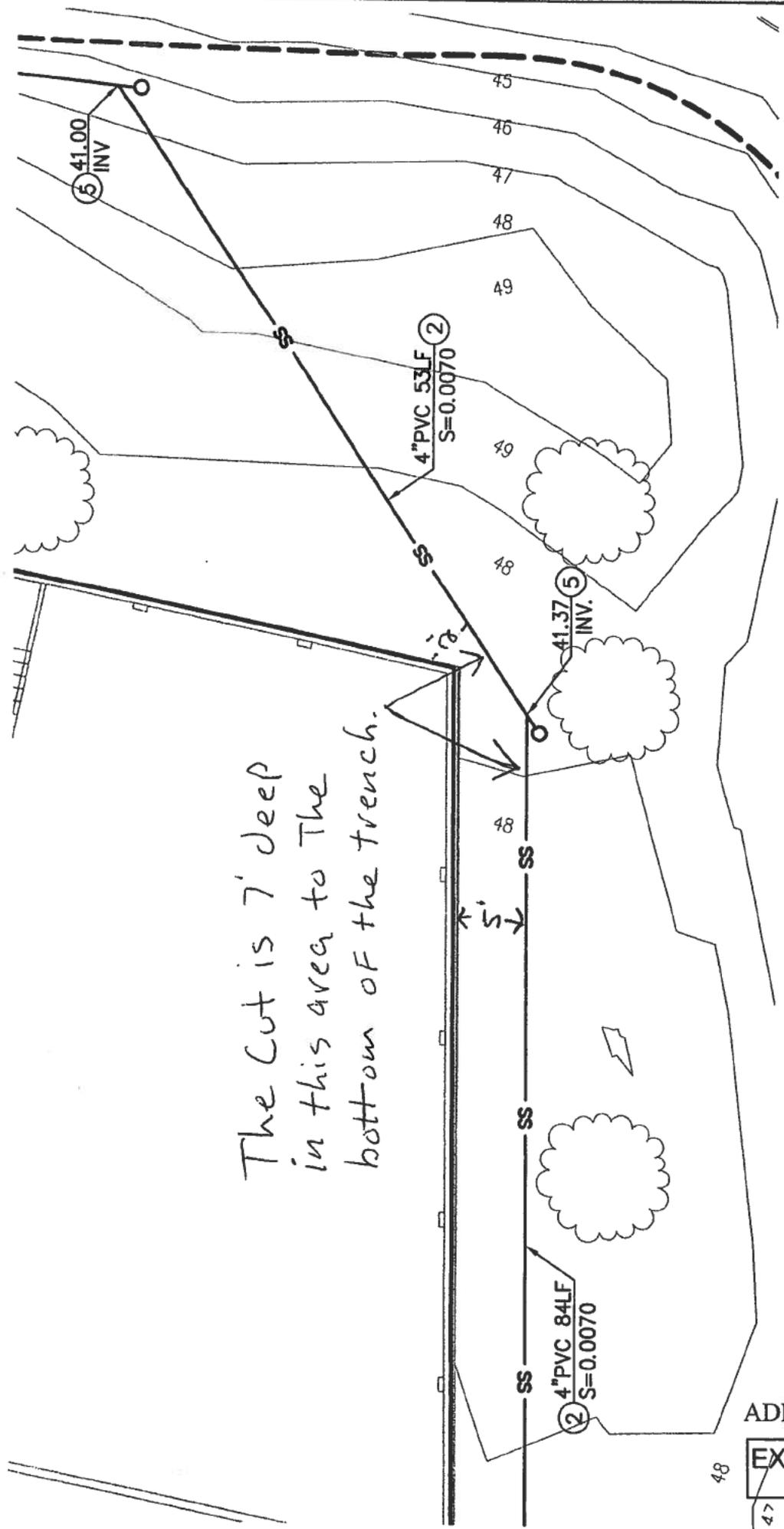
EXHIBIT 3.1(e)



RFI Question # 2

ADDENDUM 4 5/18/20

EXHIBIT 3.2(a)



The Cut is 7' deep
 in this area to The
 bottom of the trench.

RFI Question # 3

48

47

SOLAR COATING SYSTEMS
ROOF RESTORATION
50-Year Limited Product Warranty

Warranty No. 228
Completion Date August 1, 2018

Project Millen Address 3175 Airway Ave., Costa Mesa, CA
Applicator Sonrise Roofing, Inc. Address 444 N. Shattuck Pl., Orange, CA
Building Description Commercial BUR cap sheet, low slope Square Footage 238

SOLAR COATING SYSTEMS warrants to the owner and applicator that coating will not fail for a period of (50) years, due to deterioration caused by ordinary weathering conditions. Should the coating fail during this period due to such deterioration, Solar Coating Systems will furnish at no charge, all coating materials necessary to repair such areas.

Solar Coating Systems requires that all roofing materials have been installed according to manufacturer's printed recommendations. This (50) year limited warranty shall be contingent upon approval from a final inspection and verification that the roof coating system was installed in accordance with a Solar Coating Systems Specification qualified to provide the 50-Year limited Product Warranty.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any repairs or alterations not authorized in writing by Solar Coating Systems shall void this warranty.
- Damage caused by structural movement, movement of recovered roof, failure of the substrate over which the coating is applied, faulty construction or design.
- Any unauthorized repairs or roof alteration or the consequential effects of such repairs or alterations.
- Damage caused by fire, earthquake, flood, hail, and unusual weather phenomena, such as high winds or natural disaster, or other Acts of God.
- Damage caused by third parties, including plant or animal life.
- Damage, deterioration, or leaks from Ponding water or areas of Ponding water.
- Damage to the building or contents thereof, or any other direct or consequential damage from any causes whatsoever.
- Failure of metal flashing or failures resulting from movement of mechanical equipment used in conjunction with the roof membrane or other flashing materials.
- Infiltration or condensation of moisture in, through, or around walls, copings, etc. entering the building structure.

The owner must notify Solar Coating Systems in writing immediately, and within 5 days of noted failure, should any coating failure occur. Solar Coating Systems reserves the right for their representative to make such inspection as may be required to assure coating performance and determine the extent and cause of problems if any.

In the event of damage or failure caused by any of the excluded occurrences listed, Owner shall, at its own cost, immediately repair or correct such damage or failure and shall notify Solar Coating Systems in writing. Failure to immediately make such repairs or corrections shall automatically void this Warranty. Solar Coating Systems shall have the right, at its option, to periodically inspect the roofing system and any other areas it determines necessary and will advise Owner of the existence of any such damages.

THE FOREGOING SHALL CONSTITUTE SOLAR COATING SYSTEMS SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH THE PURCHASE OR USE OF THE ROOFING SYSTEM. THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND SOLAR COATING SYSTEMS DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

It is mutually agreed by and between the parties hereto that this contract shall be construed under the laws of the State of Washington.

This Warranty is void unless signed by authorized representatives of Solar Coating Systems, Applicator and Owner. Owner's signature constitutes acceptance of all terms and conditions of the Warranty. This Warranty only becomes effective when the full contract price of the installation is paid in full to all parties and signed by an officer of SCS. The job completion date will be the beginning date for the warranty period.

By [Signature] Title OWNER Date 7.31.18
By [Signature] Title CEO Date August 1, 2018
By [Signature] Title Treasurer Date 7-30-18
SOLAR COATING SYSTEMS

ADDENDUM

No. 4 Delta 4, dated 5/15/2020

Date: 18 May 2020

Project: Costa Mesa Permanent Bridge Shelter

Project No. 19032

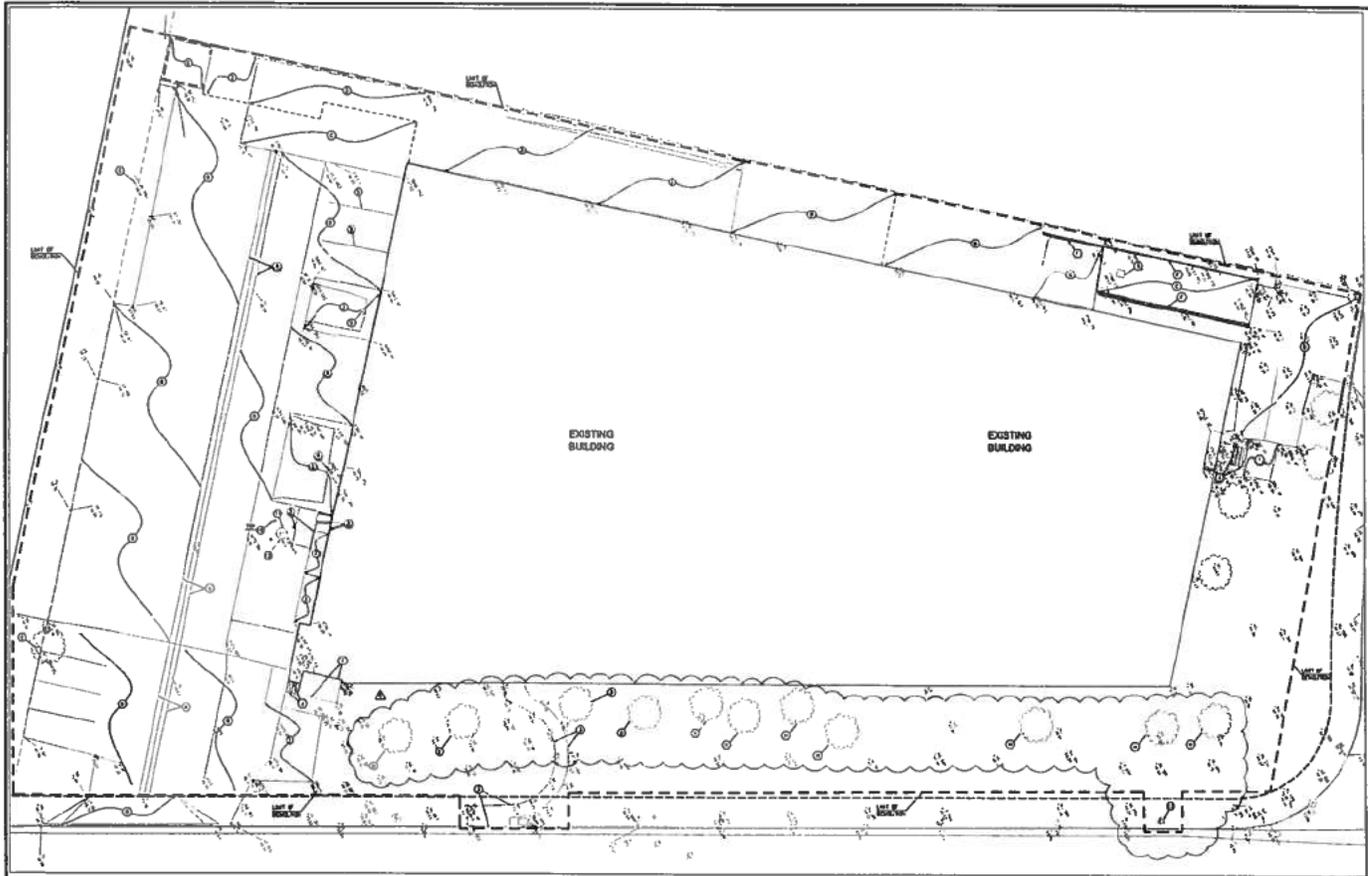
Attention Bidders- *The clouds and deltas as noted on the enclosed drawings are an attempt to assist the bidders in locating the changes on the plans but it is the bidder's responsibility to include any change in their bid amount.*

This Addendum shall serve to modify the Bid Documents for the above-referenced project as follows:

- A) Drawings: The Drawings for the proposed Work are modified as indicated by Revision dated 5/15/2020 and as follows:
1. Sheet CS-1:
 - a. Clarify Separate Permit contractor responsibility
 2. Sheet C-2.02:
 - a. Provide details 3 and 4 for trench and pipe bedding
 3. Sheet C-3.01:
 - a. Clarify Demolition Note 11 for existing SCE Vault removal/demolition.
 - b. Clarify Demolition Note 13 for existing irrigation meter and backflow scope as indicated on Mesa Water Improvement drawings.
 - c. Clarify Scope of Work for demolition to accommodate new construction.
 4. Sheet C-5.01:
 - a. Clarify construction Notes 4,7,14 and 19 to accommodate new construction per Mesa Water Improvement drawings.
 - b. Clarify location of SS line information. Proposed on-site sewer line was upsized to a 6" line due to decreased design slope based on revised location.
 5. Sheet SP-1:
 - a. Clarify Irrigation main supply and domestic water, new Key Note 46 and plan location.
 6. Sheet SP-1.2:
 - a. Clarify curb call out for accessible ramp reference for details 3 and 13.
 7. Sheet SP-1.3:
 - a. Clarify Detail 5 to include curb height dimension of 6".
 8. Sheet A-9.1:
 - a. Clarify detail 10, dimensions at accessible stall 5'-0" clear at fixture to opposing partition.

9. Sheet A-9.1:
 - a. Clarify detail 10, dimensions at accessible stall 5'-0" clear at fixture to opposing partition.
10. Sheet M0.1:
 - a. Clarify HVAC Legend for Smoke Fire Damper and Fire Damper designations
11. Sheet M2.1:
 - a. Provide Smoke Fire Dampers at Rated Corridor 022.
12. Sheet E0.1:
 - a. Clarify Mechanical Equipment Legend to indicate Smoke Fire damper designation.
13. Sheet E2.1:
 - a. Clarify electrical circuiting to accommodate Smoke Fire damper locations at Corridor 022.
14. Sheet E4.1:
 - a. Clarify electrical panel schedule circuiting to accommodate Smoke Fire Dampers.
15. Sheet LI-1:
 - a. Indicate location of existing irrigation line to remain
 - b. Provide specifications for master valve, backflow and other equipment on irrigation schedule.
 - c. Provide details 1 & 2 for valves & sensors.
 - d. Clarify location of new to existing mainline connection and points of connection.
16. Sheet LID-1:
 - a. Clarify details 4 & 5 controller and sensor.
17. Sheet LP-1:
 - a. Clarify tree specification size for Koelreuteria Bipinnata.

End of Addendum



DEMOLITION NOTES:

- 1 REMOVE EXISTING CONCRETE WALKWAY
- 2 REMOVE EXISTING ASPHALT PAVEMENT
- 3 REMOVE EXISTING CONCRETE FOUNDATION
- 4 REMOVE EXISTING CONCRETE STOPS
- 5 REMOVE DEMOLISHED ONE-TWO PAVEMENT STRIPS
- 6 REMOVE EXISTING TRUSS BRACING
- 7 REMOVE EXISTING ROOF
- 8 REMOVE EXISTING CONCRETE SLAB
- 9 REMOVE EXISTING CONCRETE WALKWAY
- 10 REMOVE EXISTING CONCRETE WALKWAY
- 11 REMOVE EXISTING CONCRETE WALKWAY
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- 100 REMOVE EXISTING CONCRETE WALKWAY

SALVAGE NOTES:

- 1 PRESERVE EXISTING CONCRETE SLAB
- 2 PRESERVE EXISTING CONCRETE FOUNDATION
- 3 PRESERVE EXISTING CONCRETE FOUNDATION
- 4 PRESERVE EXISTING CONCRETE FOUNDATION
- 5 PRESERVE IN PLACE EXISTING ROOF TRUSS
- 6 PRESERVE IN PLACE EXISTING WALL
- 7 PRESERVE IN PLACE EXISTING WALL
- 8 PRESERVE EXISTING TRUSS
- 9 PRESERVE EXISTING CONCRETE WALKWAY
- 10 PRESERVE IN PLACE EXISTING STOPS

LEGEND

- LIMIT OF DEMOLITION
- EXISTING BEAM

DEMOLITION PLAN
 SCALE: 1/4" = 1'-0"
 GRAPHIC SCALE: 1" = 10'

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 ARCHITECTS - ENGINEERS - INTERIORS
 1875 KOPPEL AVENUE
 SUITE 200
 COSTA MESA, CA 92626
 (949) 261-4272
 www.bordersandassociates.com

SEALED
 SEAL: [Signature]
 REGISTERED PROFESSIONAL ARCHITECT
 STATE OF CALIFORNIA
 NO. 12345

SEALED
 SEAL: [Signature]
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 NO. 67890

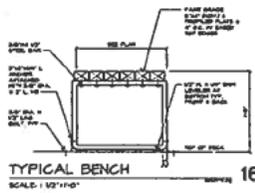
PROJECT
 BUILDING IMPROVEMENTS FOR:
COSTA MESA PERMANENT BRIDGE SHELTER
 3175 AIRWAY AVE.
 Costa Mesa, CA 92626

SEALED
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 REGISTERED PROFESSIONAL ARCHITECT
 STATE OF CALIFORNIA
 NO. 11111

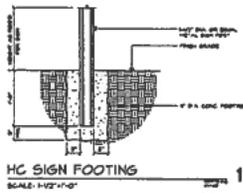
DEMOLITION PLAN

Revision	By	Date
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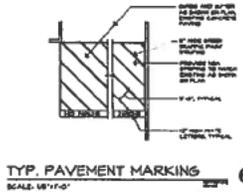
C-3.01
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TYPICAL BENCH
SCALE: 1/2" = 1'-0"



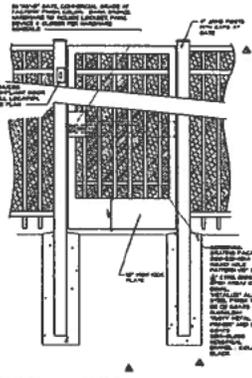
HC SIGN FOOTING
SCALE: 1/2" = 1'-0"



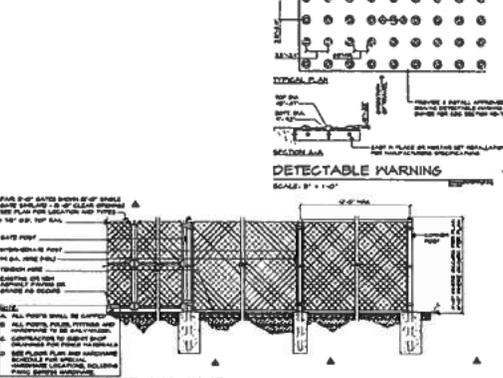
TYP. PAVEMENT MARKING
SCALE: 1/2" = 1'-0"



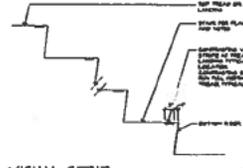
TYP. ACCESSIBLE PARKING
SCALE: 1/2" = 1'-0"



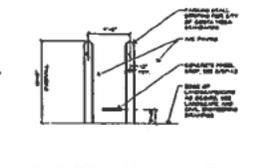
STEEL GATE/FENCING
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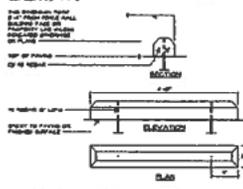
CHAIN LINK FENCE AND GATE
SCALE: 3/8" = 1'-0"



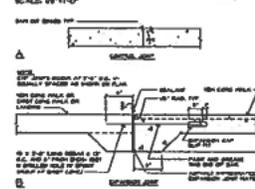
VISUAL STRIP
SCALE: 1/2" = 1'-0"



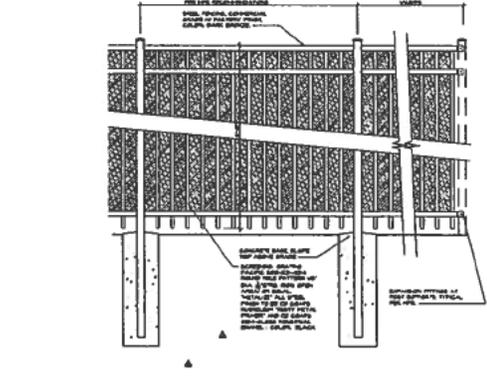
TYP. PARKING STALL CONFIG.
SCALE: 1/2" = 1'-0"



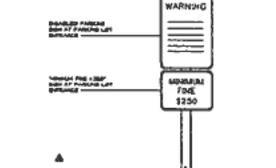
CONCRETE WHEEL STOP
SCALE: 1/2" = 1'-0"



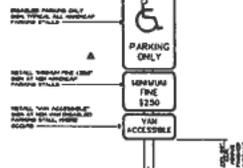
EXPANSION/CONTROL JOINTS
SCALE: 1/2" = 1'-0"



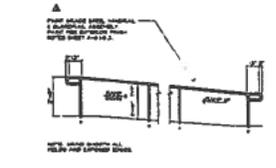
STEEL FENCING
SCALE: 1/2" = 1'-0"



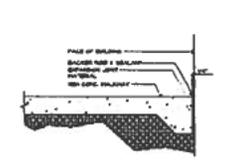
SIGNAGE AT SITE ENTRY
SCALE: NONE



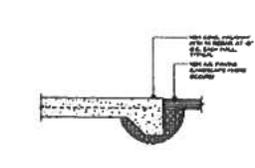
ACCESSIBLE SIGNAGE @ STALL
SCALE: NONE



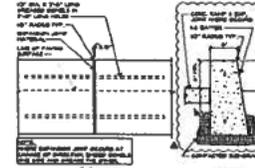
HANDRAIL ELEVATION
SCALE: 3/8" = 1'-0"



EXPANSION JOINT @ BLDG.
SCALE: 1/2" = 1'-0"



CONCRETE TO A/C PAVING
SCALE: 1/2" = 1'-0"



CONCRETE CURB
SCALE: 1/2" = 1'-0"

BORDERS
ROBERT BORDERS & ASSOCIATES
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4505 KENNEDY AVENUE
SUITE 210
COSTA MESA, CA 92626
PHONE 949-441-1217
WWW.BORDERSMESA.COM

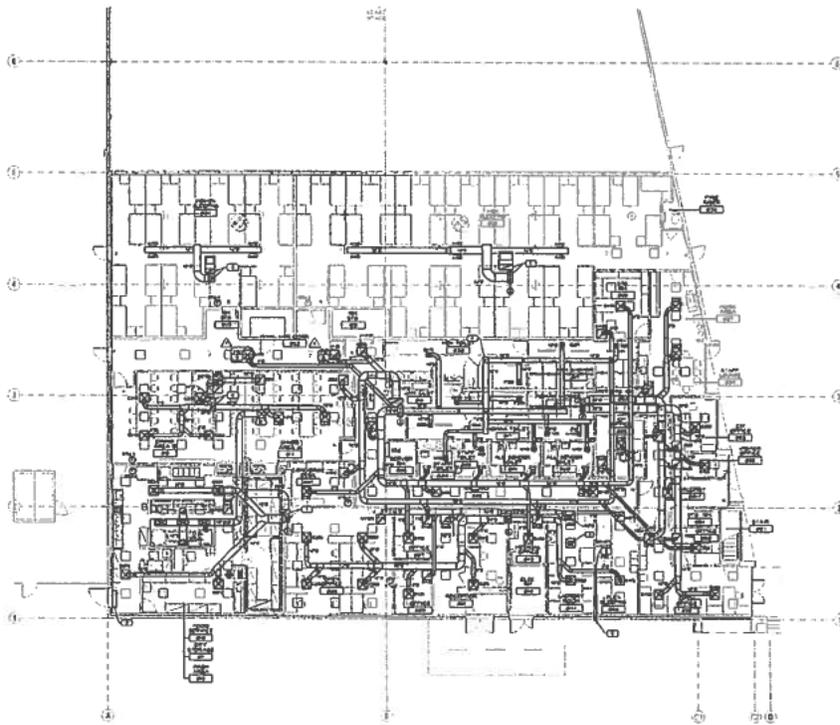
COBTA MESA PERMANENT BRIDGE SHELTER
3175 AIRWAY AVE.
COSTA MESA, CA 92626
CITY PROJECT NO. 20-05



SITE DETAILS

Revisions	By	Date
1	AS	10/10/10
2	AS	10/10/10
3	AS	10/10/10
4	AS	10/10/10
5	AS	10/10/10
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SP-1.3
80 861 ADDEND 4 5/16/2005



KITCHEN AIR BALANCE			
AIR FLOW DATA			
UNIT NO.	MEAS. AIR FLOW (CFM)	DESIGN AIR FLOW (CFM)	DIFFERENTIAL (INCHES)
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MECHANICAL PLAN
SCALE: 1/8" = 1'-0"

- PLAN NOTES**
- 1. SUPPLY AIR SHALL BE DELIVERED TO THE ROOMS BY THE MECHANICAL SYSTEM.
 - 2. EXHAUST AIR SHALL BE EXTRACTED FROM THE ROOMS BY THE MECHANICAL SYSTEM.
 - 3. THE MECHANICAL SYSTEM SHALL BE DESIGNED TO MAINTAIN THE ROOMS AT A POSITIVE PRESSURE.
 - 4. THE MECHANICAL SYSTEM SHALL BE DESIGNED TO MAINTAIN THE ROOMS AT A POSITIVE PRESSURE OF 0.05 INCHES WATER GAGE.
 - 5. THE MECHANICAL SYSTEM SHALL BE DESIGNED TO MAINTAIN THE ROOMS AT A POSITIVE PRESSURE OF 0.05 INCHES WATER GAGE.
 - 6. THE MECHANICAL SYSTEM SHALL BE DESIGNED TO MAINTAIN THE ROOMS AT A POSITIVE PRESSURE OF 0.05 INCHES WATER GAGE.
 - 7. THE MECHANICAL SYSTEM SHALL BE DESIGNED TO MAINTAIN THE ROOMS AT A POSITIVE PRESSURE OF 0.05 INCHES WATER GAGE.
 - 8. THE MECHANICAL SYSTEM SHALL BE DESIGNED TO MAINTAIN THE ROOMS AT A POSITIVE PRESSURE OF 0.05 INCHES WATER GAGE.
 - 9. THE MECHANICAL SYSTEM SHALL BE DESIGNED TO MAINTAIN THE ROOMS AT A POSITIVE PRESSURE OF 0.05 INCHES WATER GAGE.
 - 10. THE MECHANICAL SYSTEM SHALL BE DESIGNED TO MAINTAIN THE ROOMS AT A POSITIVE PRESSURE OF 0.05 INCHES WATER GAGE.

BORDERS
ROBERT BORDERS & ASSOCIATES
ARCHITECTS - INTERIORS - LANDSCAPE ARCHITECTS

1575 BORDERS AVENUE
SUITE 200
COSTA MESA, CA
92626

PHONE 949 447-1237
WWW.BORDERSARCHITECT.COM

EA
LAWWOOD
ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 10000
STATE OF CALIFORNIA



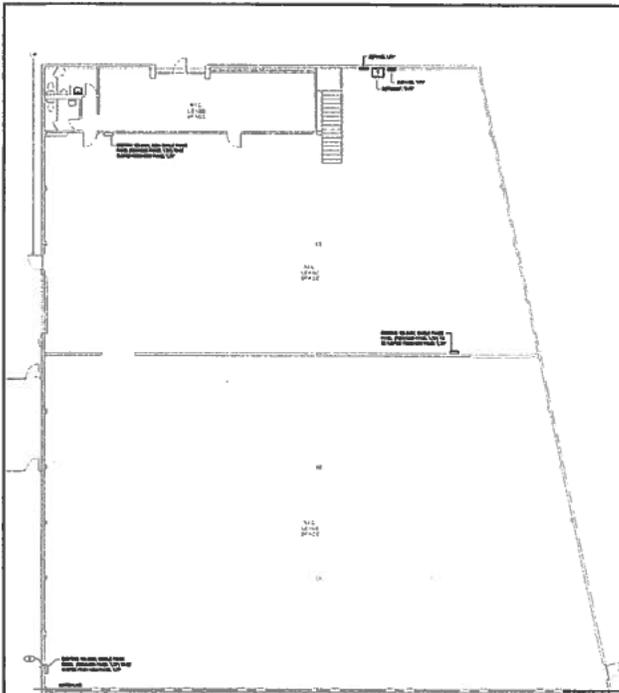
PROJECT
BUILDING IMPROVEMENTS FOR

COSTA MESA PERMANENT BRIDGE SHELTER
3175 AIRWAY AVE.
COSTA MESA, CA 92626

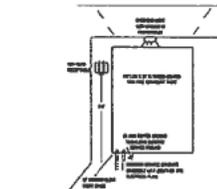


MECHANICAL PLAN

Revised	By	Date
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30	EA	10/10/10
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39	EA	10/10/10
40	EA	10/10/10
41	EA	10/10/10
42	EA	10/10/10
43	EA	10/10/10
44	EA	10/10/10
45	EA	10/10/10
46	EA	10/10/10
47	EA	10/10/10
48	EA	10/10/10
49	EA	10/10/10
50	EA	10/10/10
51	EA	10/10/10
52	EA	10/10/10



2 FIRST FLOOR PARTIAL POWER PLAN (TENANT SPACE)
SCALE: 1/4" = 1'-0"

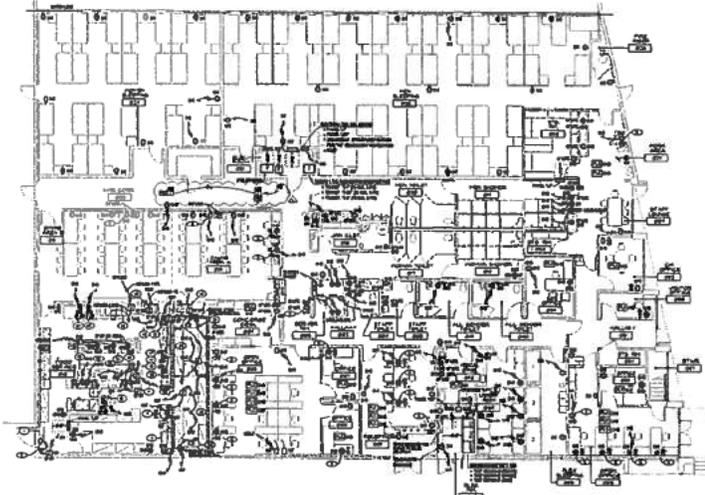


3 LOW VOLTAGE MPOE BACKBOARD ELEVATION
SCALE: 1/8" = 1'-0"

KEY NOTES:

- 1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE AND THE 2017 CALIFORNIA MECHANICAL CODE.
- 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE AND THE 2017 CALIFORNIA MECHANICAL CODE.
- 3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE AND THE 2017 CALIFORNIA MECHANICAL CODE.
- 4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE AND THE 2017 CALIFORNIA MECHANICAL CODE.
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- 9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE AND THE 2017 CALIFORNIA MECHANICAL CODE.
- 10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE AND THE 2017 CALIFORNIA MECHANICAL CODE.

EQUIPMENT SCHEDULE	
NO.	DESCRIPTION
1	120V 15A BRN
2	120V 20A BRN
3	120V 25A BRN
4	120V 30A BRN
5	120V 35A BRN
6	120V 40A BRN
7	120V 45A BRN
8	120V 50A BRN
9	120V 55A BRN
10	120V 60A BRN
11	120V 65A BRN
12	120V 70A BRN
13	120V 75A BRN
14	120V 80A BRN
15	120V 85A BRN
16	120V 90A BRN
17	120V 95A BRN
18	120V 100A BRN
19	120V 105A BRN
20	120V 110A BRN
21	120V 115A BRN
22	120V 120A BRN
23	120V 125A BRN
24	120V 130A BRN
25	120V 135A BRN
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27	120V 145A BRN
28	120V 150A BRN
29	120V 155A BRN
30	120V 160A BRN
31	120V 165A BRN
32	120V 170A BRN
33	120V 175A BRN
34	120V 180A BRN
35	120V 185A BRN
36	120V 190A BRN
37	120V 195A BRN
38	120V 200A BRN
39	120V 205A BRN
40	120V 210A BRN
41	120V 215A BRN
42	120V 220A BRN
43	120V 225A BRN
44	120V 230A BRN
45	120V 235A BRN
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53	120V 275A BRN
54	120V 280A BRN
55	120V 285A BRN
56	120V 290A BRN
57	120V 295A BRN
58	120V 300A BRN
59	120V 305A BRN
60	120V 310A BRN
61	120V 315A BRN
62	120V 320A BRN
63	120V 325A BRN
64	120V 330A BRN
65	120V 335A BRN
66	120V 340A BRN
67	120V 345A BRN
68	120V 350A BRN
69	120V 355A BRN
70	120V 360A BRN
71	120V 365A BRN
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75	120V 385A BRN
76	120V 390A BRN
77	120V 395A BRN
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88	120V 450A BRN
89	120V 455A BRN
90	120V 460A BRN
91	120V 465A BRN
92	120V 470A BRN
93	120V 475A BRN
94	120V 480A BRN
95	120V 485A BRN
96	120V 490A BRN
97	120V 495A BRN
98	120V 500A BRN
99	120V 505A BRN
100	120V 510A BRN



1 FIRST FLOOR PARTIAL POWER PLAN
SCALE: 1/4" = 1'-0"

BORDERS
ROBERT BORDERS & ASSOCIATES
PROFESSIONAL ENGINEERS
1875 BORDERS AVENUE
SUITE 210
COSTA MESA, CA
92626
(714) 851-1217
www.bordersinc.com

EA
LAWWOOD
ENGINEERS, INC.
10000 WILSON AVENUE
SUITE 100
IRVINE, CA 92618



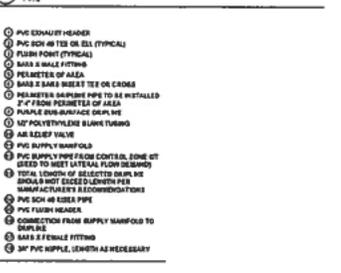
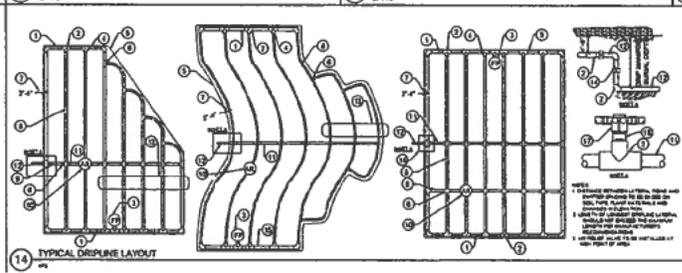
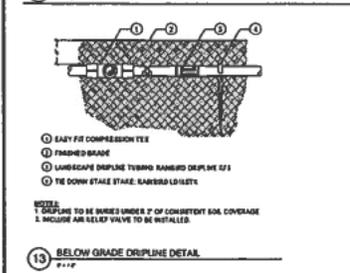
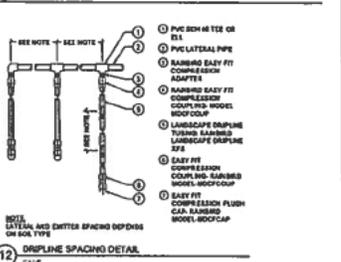
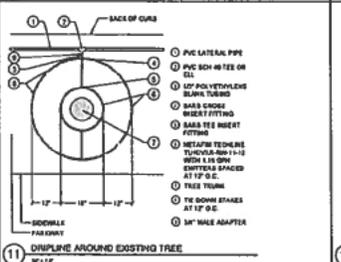
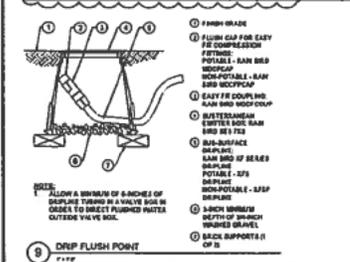
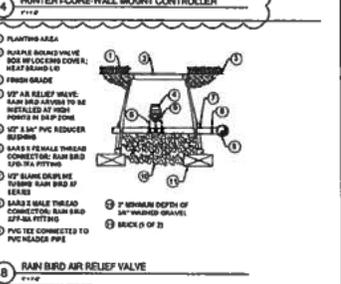
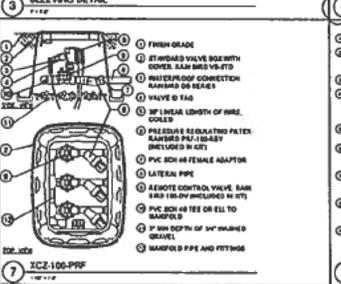
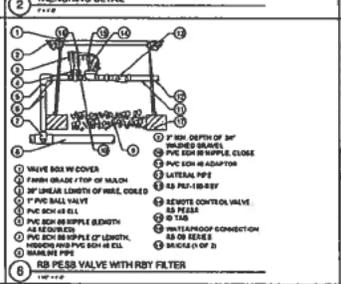
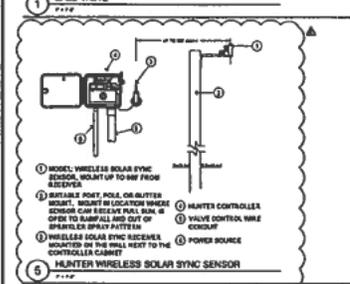
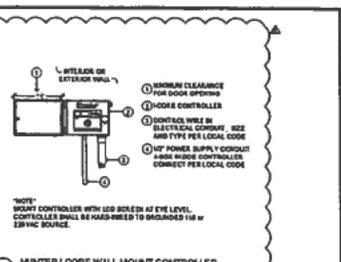
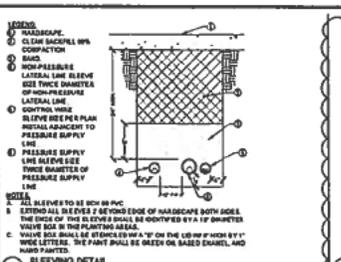
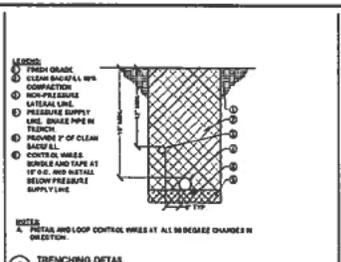
PROJECT:
BUILDING IMPROVEMENTS
FDC

**COSTA MESA
PERMANENT
BRIDGE
SHELTER**
3175 AIRWAY AVE.
COSTA MESA, CA 92626



FIRST FLOOR
ELECTRICAL
POWER PLAN

SYMBOL	DESCRIPTION	BY	DATE
▲	REVISION 01/15/2020	MB	01/15/2020
▲	REVISION 11/04/2019	MB	11/04/2019
▲	REVISION 08/01/2019	MB	08/01/2019
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BORDERS
 HUNTER BORDERS ASSOCIATED
 IRRIGATION-COSTA MESA, CALIFORNIA

1976 BORDERS HEADQUARTERS
 SUITE 200
 COSTA MESA, CA
 92626
 (949) 941-1017
 www.bordersirrigation.com

COSTA MESA PERMANENT BRIDGE SHELTER
 3176 AIRWAY AVE.
 COSTA MESA, CA 92626

100% GO SET

IRRIGATION DETAILS

By: _____
 Date: _____
 Checked by: _____
 Date: _____
 Project No.: _____
 Scale: _____

LID-1

BD SET ADDENDUM 4 5/18/2020



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: MAY 19, 2020

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 5 – COSTA MESA PERMANENT BRIDGE SHELTER FACILITY (CDBG), 3175 AIRWAY AVENUE, CITY PROJECT NO. 20-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.gov . **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPList.com in order to retrieve addenda. 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.

This addendum, effective on this date, addresses the following items:

BID SUBMITTAL DATE: 10:00 A.M., Friday, May 22ND, 2020 NO CHANGE

BID SUBMITTAL LOCATION: 77 Fair Drive Costa Mesa, CA 92626 NO CHANGE

BID OPENING DATE: 2:00 P.M., Friday, May 22ND, 2020 NO CHANGE

BID OPENING LOCATION: Due to COVID-19 safety measures there will be not be a public Bid Opening. NO CHANGE

REVISED E-MAIL ADDRESS: Please send acknowledgment of all published addendums to bobby.fouladi@costamesaca.gov.

PRE BID RFI LOG: City's Pre-Bid RFI LOG with updated questions and responses.

THE PRE-BID RFI LOG: Addresses RFI(s) to date including questions proposed on 5/14/2020. The RFI Log with both the RFI questions and responses is included in this addendum as Attachment 1.

Addendum No. 5
Project and Specifications No. 20-05

Please acknowledge receipt of each and all addendums on the Proposal Page "P-4".

Sincerely,

A handwritten signature in black ink, appearing to read "B. Fouladi". The signature is written in a cursive style with a large initial "B" and a long, sweeping underline.

Bobby Fouladi, P.E.
Associate Engineer

Attachments:

- 1- Pre-Bid RFI Log (3 pages) and exhibits (8 pages)

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
1	4/29/2020	Exactly what do we need to submit with this bid package in regards to HUD requirements? What is the DBE goal and where is it located in the package? Do we need the 15-G & 15-H Exhibit Form & where can we find it?	There is no DBE Goal set for the project and Exhibits 15-G and 15-H are not required to be submitted for this project. This project is subject to Section 3 regulations and all bidders must comply with Housing Urban Department (HUD) Section 3 subcontracting and employment requirements and demonstrate their efforts to meet the goals. The documentation stated in this addendum shall be submitted with the bid package (see revisions to Information for Bidders).
2	4/30/2020	Can you help me answer a couple of questions regarding the Section 3 HUD requirement? What is the geographical area for this requirement? Or is there one? Also, are there any outreach groups that we can contact	The City of Costa Mesa does not maintain a list of certified Section 3 businesses however, the Section 3 regulations suggest various ways to meet these goals. All Section 3 contractors are expected to utilize the following approaches in an effort to recruit Section 3 residents or business concerns. <ul style="list-style-type: none"> • Advertising in local media, publish in the newspapers, etc. • Prominently placing a notice of Section 3 commitments (in English and Spanish) under Section 3 at the project site or other places where applications for training and employment are taken • Contacting local job training centers, employment service agencies, and community organizations, • Developing on-the-job training opportunities or participating in job training programs, etc. <p>The contractors shall keep the record of the effort completed and a list of Section 3 residents who apply on their own or by referral for available positions.</p> <p>The Section 3 Business Opportunities Plan and Exhibits that attached to the specifications explain what actions need to be taken to meet Section 3 goal and what needs to be submitted to the City.</p> <p>In additional, you can utilize Section 3 Registry Data Base (all states) and resources that posted on the City of Costa Mesa website to find qualified Section 3 businesses:</p> <p>https://portalapps.hud.gov/Sec3BusReg/BRegistry/AdvancedSearch https://www.costamesaca.gov/home/showdocument?id=19345</p>

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
3.1	5/6/2020	(1) On sheet C-3.01 of the Demolition plan. There are several trees and shrubs that are in the direct path of the new sewer and domestic water line that are not scheduled to be removed. Included are photos of the area in question for your review. Please provide direction on how to proceed. Reference Photo RFI Exhibit 3.1 (a,b,c,d,e)	See attached updated Utility Plan provided with Addendum No. 4. Trees and shrubs in the direct path of Sewer and Water lines are called to be removed per the updated demolition plan.
3.2	5/6/2020	(2) On sheet C-5.01 of the Utility plan. There are Irrigation valve boxes in the direct path of the new sewer line. I included a photo for your review. Please provide direction on how to proceed. Reference Photo RFI Exhibit 3.2 (a)	See attached updated Utility Plan provided with Addendum No. 4. Sewer line location has been revised to avoid conflict with Irrigation Valve boxes.
3.3	5/6/2020	(3) On sheet C-5.01 of the Utility plan. The proposed new sewer line in one area is only 2-feet from the building. And in another area, it is only 5-feet from the building. The cut to the bottom of the trench is seven feet deep. Please confirm that the new sewer line is not in the "Zone of Influence" of the existing buildings footing. Reference Photo RFI Exhibit 3.3 (a)	See attached updated Utility Plan provided with Addendum No. 4. Sewer line location has been revised to avoid potential conflict with existing building footings. Based on revised length and slope, sewer line has been upsized to 6" diameter.
3.4	5/6/2020	(4) On sheet C-5.01 of the Utility plan. The existing domestic water line is only 1.5 inches in diameter per the Mesa Water District's water improvement plan. Please confirm that the size of this existing water line will provide sufficient amount of water for this project.	See attached updated Utility Plan provided with Addendum No. 4. A new domestic water service connection is proposed for the building while the existing service connection will now become dedicated to Irrigation only.
4.1	5/12/2020	Plan note 20 on sheet A-0.1 calls to demolish existing SCE Vault and prepare for new . in-fill, please advise what will be demolished inside the vault and provide more . information on the size/dimensions as well as what will be used for in-fill.	Existing transformer vault to be demolished with removal of transformer by SCE. All related equipment, conduit, wiring, brackets, attachments,etc. shall be removed as required for a complete removal. Back fill existing hole with on-site or import soils to a minimum of 95% compaction and install traffic rated paving section as shown on Detail 3, Sheet C-2.01. Existing hole is approximately 6'x8' x 7' d.

ID	RFI DATE	INTERPRETATION REQUESTED	RESPONSE
4.2	5/12/2020	Please advise what the project duration will be. Special Provisions Section 6-7 call for . 150 working days but page P-1 of Proposal Schedule calls for 150 calendar days.	Per Addendum No. 3 the project duration shall be 150 Calendar Days
4.3	5/12/2020	Please advise if open ceiling at rooms Women Sleeping 024 & Men Sleeping 025 . will need to be painted.	The open ceiling areas at Women's Sleeping Area 024 and Men's Sleeping Area 025 are exposed wood and insulation and will not be painted.
4.4	5/12/2020	Please provide contact information for the existing fire alarm, fire sprinkler and . roofing vendors for the building.	The existing fire alarm is monitored by POST Alarm and the contact is Thomas Johnson (626) 802-0621. The Roofing Contractor is on record from 2018 is Sonrise Roofing Inc. : 414 N. Shattuck Pl., Orange CA. Attached as RFI Exhibit 4.5(a) is their warranty. There is no existing sprinkler contractor on record.
4.5	5/12/2020	Designation of Subcontractors as part of the bid proposal on page P-5 is calling to list . the subcontractors "Bid Item Number", please advise what bid item number is referring to.	For the Designation of SubContractors portion of the bid proposal on P-5 in lelu of the Bid Item Number please state which trades and type of work the sub-contractor will be performing.
5.1	5/14/2020	Is IT Server room construction room build out part of the contract? If so, indicate specifications for the server room.	The IT room is a part of the contract scope it will be the responsibility of the Prime Contractor or its designated sub-contractors to provide framing, power supply, lighting, HVAC, and the minimum network components and WIFI points of connection necessary to serve the proposed networked HVAC, lighting, security, and computer components shown on the project plans, specifications, and addendums.
5.2	5/14/2020	Who is providing the data/fiber connection from Pole Service Provider to MPOE?	The Prime contractor or their designated subcontractor will be providing the necessary underground improvements and conduits necessary for Charter Communications and AT&T to pull their respective data/fiber/copper connections to the building
5.3	5/14/2020	Please confirm if this project will need wireless access points. If so, please indicate them on plans.	The Prime or it's IT sub-contractor will be responsible for providing an adequate number of WiFi points of connection so that signal coverage will be secure and broadcast throughout the shelter portion of the building. The WiFi network should be accessible by all the proposed networked HVAC, lighting, security, and computer components shown on the project plans, specs, and addendums.

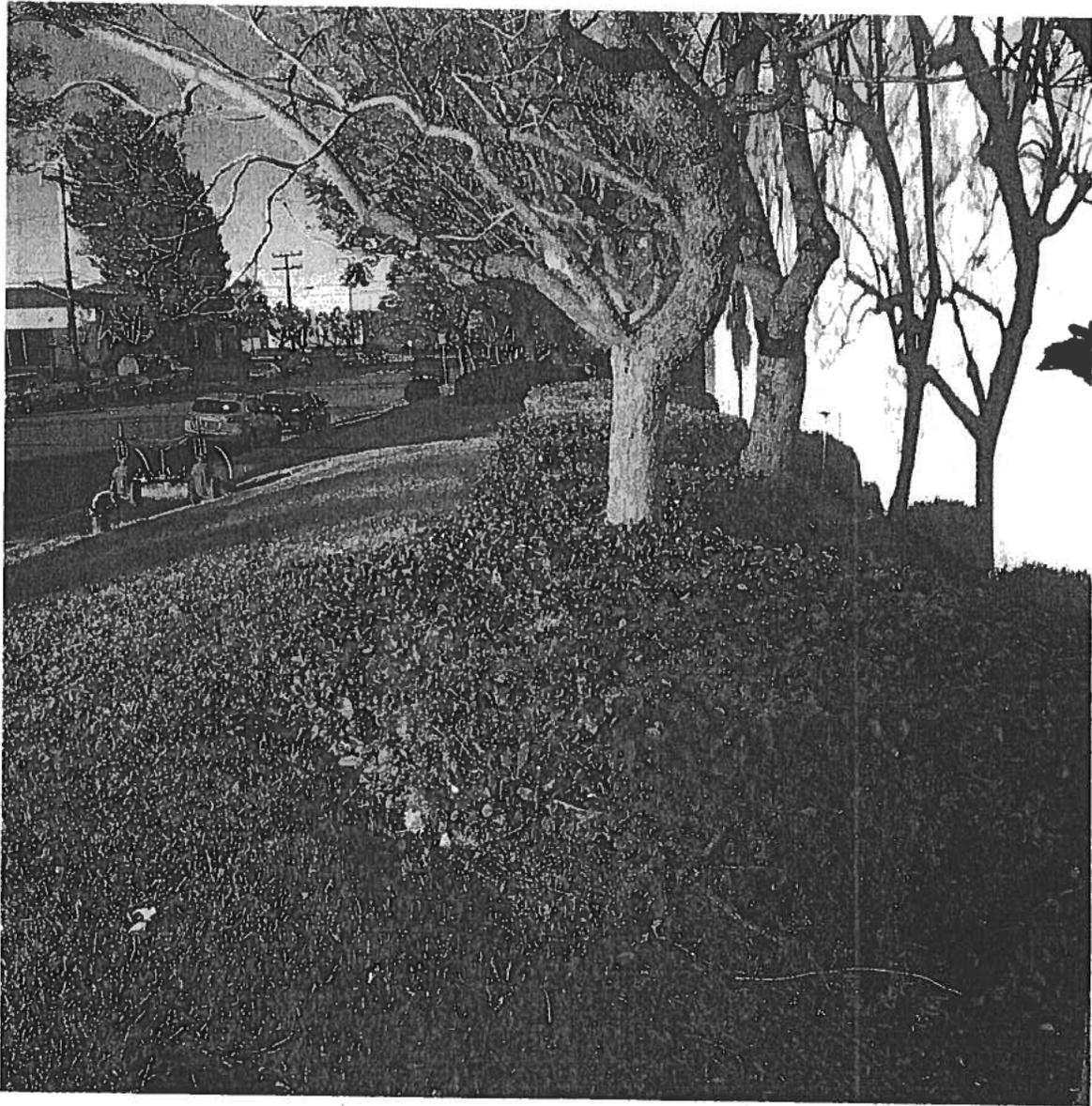


RFI Question # 1

Sent from my iPhone

ADDENDUM 5 5/19/20

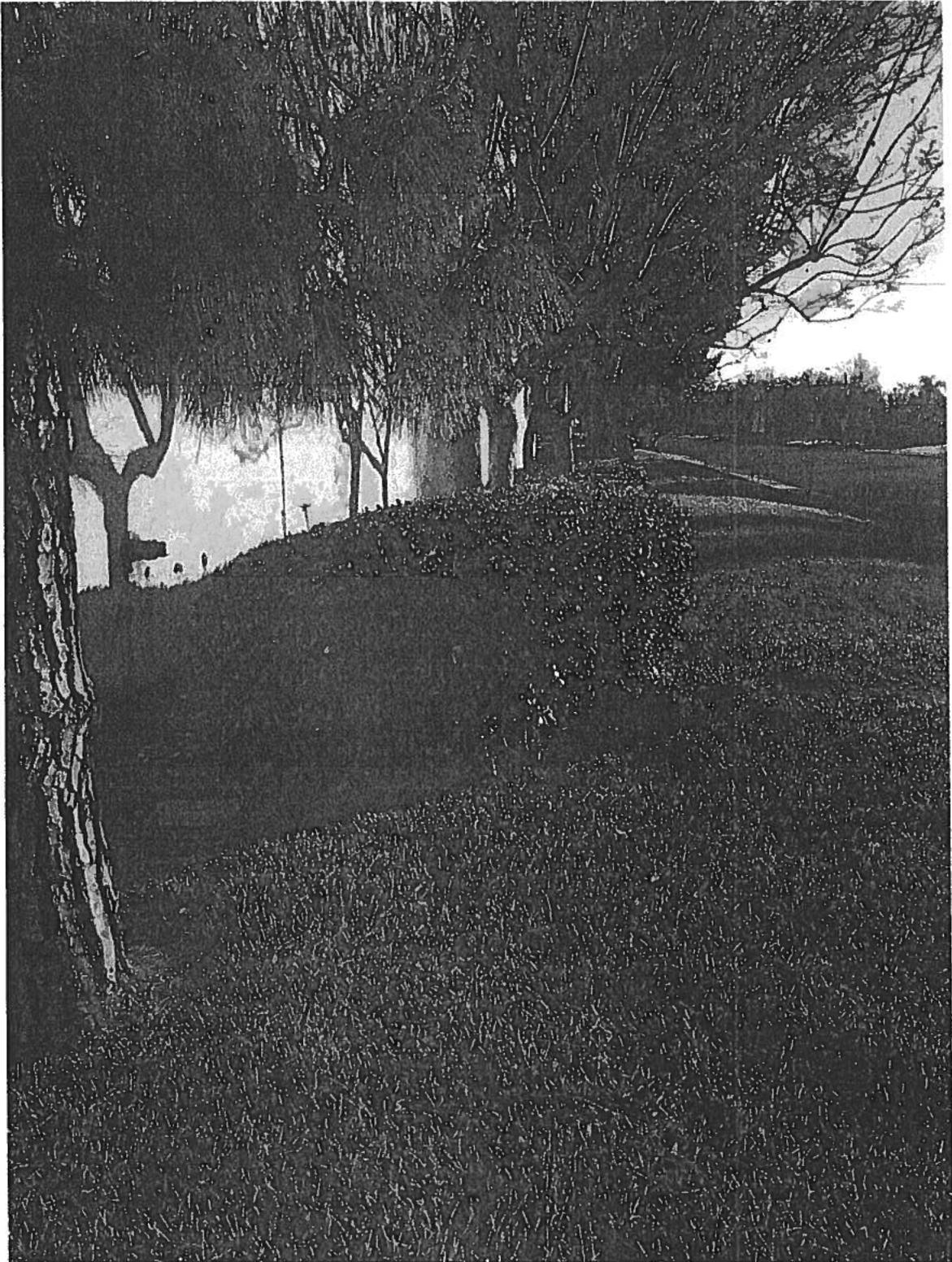
EXHIBIT 3.1(a)



RFI Question #1



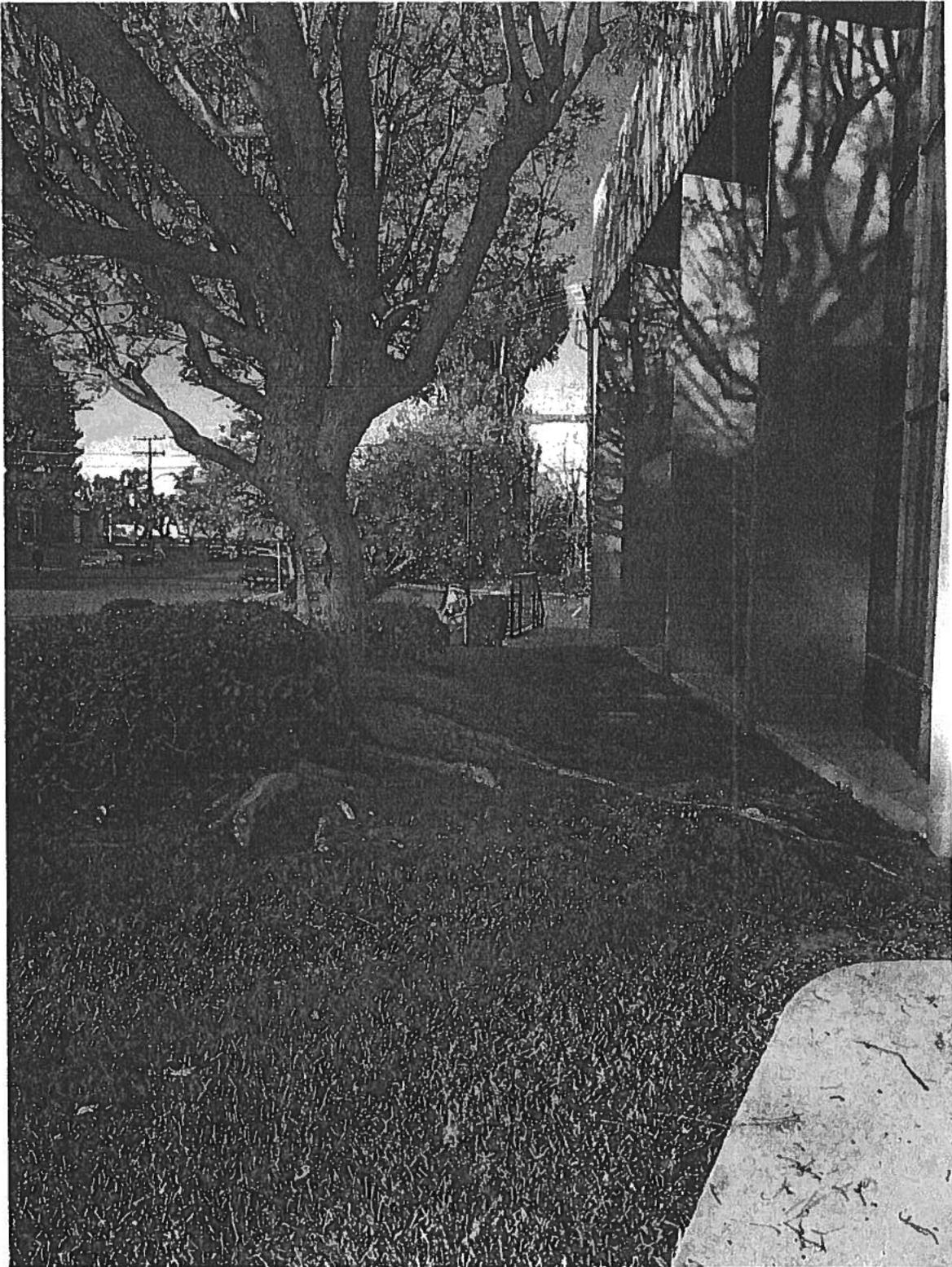
RFI Question # 1



RFI Question #1

ADDENDUM 5 5/19/20

EXHIBIT 3.1(d)



RFI Question #1

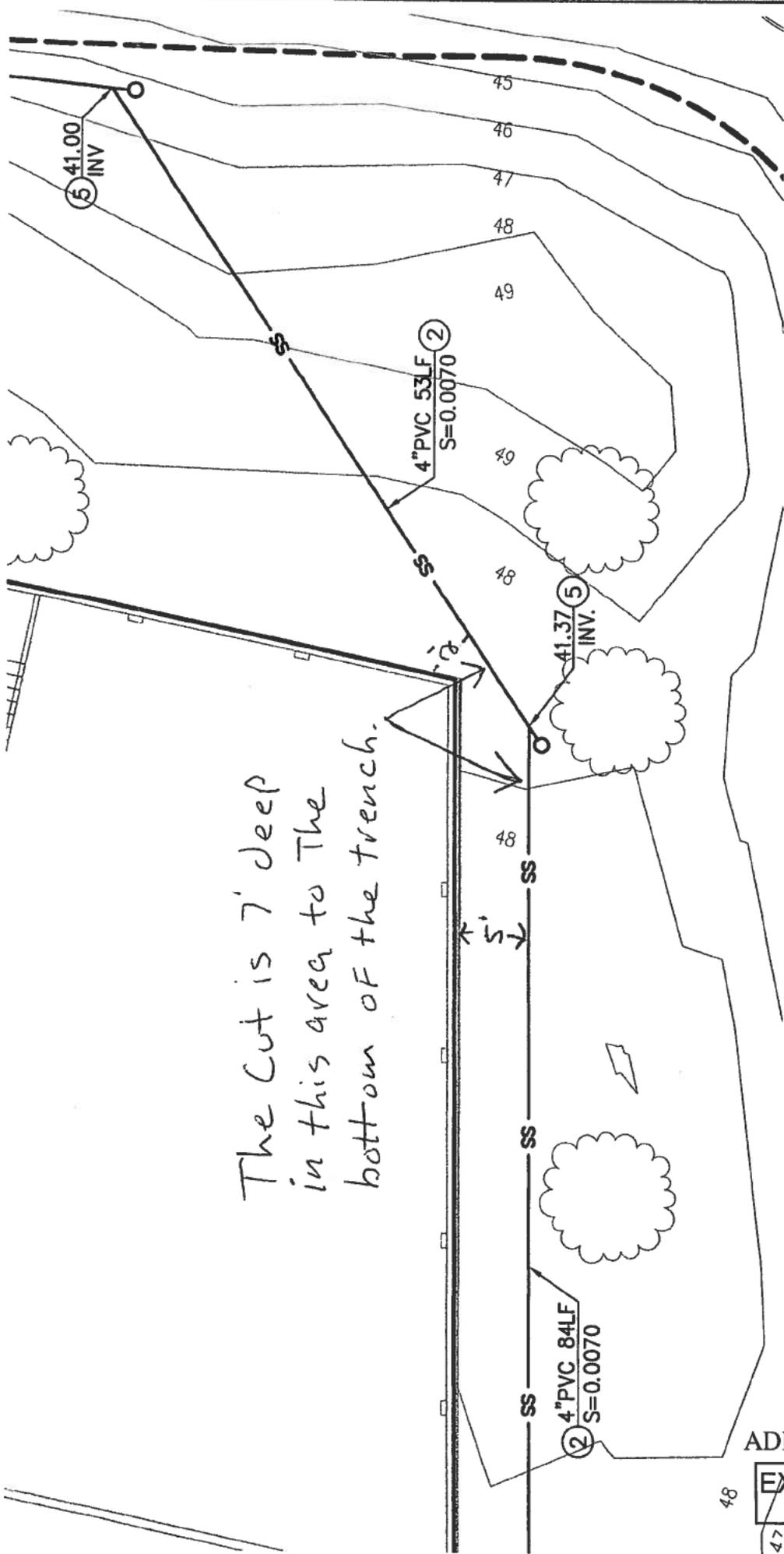
Sent from my iPhone

ADDENDUM 5 5/19/20

EXHIBIT 3.1(e)



RFI Question # 2



The Cut is 7' deep
 in this area to The
 bottom of the trench.

RFI Question # 3

48

47

SOLAR COATING SYSTEMS

ROOF RESTORATION

50-Year Limited Product Warranty

Warranty No. 228

Completion Date August 1, 2018

Project millen Address 3175 Airway Ave., Costa Mesa, CA

Applicator Sonrise Roofing, Inc. Address 414 N. Shattuck Pl, Orange, CA

Building Description Commercial BUR cap sheet, low slope Square Footage 238

SOLAR COATING SYSTEMS warrants to the owner and applicator that coating will not fail for a period of (50) years, due to deterioration caused by ordinary weathering conditions. Should the coating fail during this period due to such deterioration, Solar Coating Systems will furnish at no charge, all coating materials necessary to repair such areas.

Solar Coating Systems requires that all roofing materials have been installed according to manufacturer's printed recommendations. This (50) year limited warranty shall be contingent upon approval from a final inspection and verification that the roof coating system was installed in accordance with a Solar Coating Systems Specification qualified to provide the 50-Year limited Product Warranty.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any repairs or alterations not authorized in writing by Solar Coating Systems shall void this warranty.
- Damage caused by structural movement, movement of recovered roof, failure of the substrate over which the coating is applied, faulty construction or design.
- Any unauthorized repairs or roof alteration or the consequential effects of such repairs or alterations.
- Damage caused by fire, earthquake, flood, hail, and unusual weather phenomena, such as high winds or natural disaster, or other Acts of God.
- Damage caused by third parties, including plant or animal life.
- Damage, deterioration, or leaks from Ponding water or areas of Ponding water.
- Damage to the building or contents thereof, or any other direct or consequential damage from any causes whatsoever.
- Failure of metal flashing or failures resulting from movement of mechanical equipment used in conjunction with the roof membrane or other flashing materials.
- Infiltration or condensation of moisture in, through, or around walls, copings, etc. entering the building structure.

The owner must notify Solar Coating Systems in writing immediately, and within 5 days of noted failure, should any coating failure occur. Solar Coating Systems reserves the right for their representative to make such inspection as may be required to assure coating performance and determine the extent and cause of problems if any.

In the event of damage or failure caused by any of the excluded occurrences listed, Owner shall, at its own cost, immediately repair or correct such damage or failure and shall notify Solar Coating Systems in writing. Failure to immediately make such repairs or corrections shall automatically void this Warranty. Solar Coating Systems shall have the right, at its option, to periodically inspect the roofing system and any other areas it determines necessary and will advise Owner of the existence of any such damages.

THE FOREGOING SHALL CONSTITUTE SOLAR COATING SYSTEMS SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH THE PURCHASE OR USE OF THE ROOFING SYSTEM. THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND SOLAR COATING SYSTEMS DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

It is mutually agreed by and between the parties hereto that this contract shall be construed under the laws of the State of Washington.

This Warranty is void unless signed by authorized representatives of Solar Coating Systems, Applicator and Owner. Owner's signature constitutes acceptance of all terms and conditions of the Warranty. This Warranty only becomes effective when the full contract price of the installation is paid in full to all parties and signed by an officer of SCS. The job completion date will be the beginning date for the warranty period.

By [Signature] Title OWNER Date 7.31.18

By [Signature] Title CEO Date August 1, 2018

By [Signature] Title Treasurer Date 7-30-18

SOLAR COATING SYSTEMS

ADDENDUM 5 5/19/20

EXHIBIT 4.5(a)

EXHIBIT C

BONDS

Premium Included In Performance Bond
Executed In Triplicate

Bond Number 30103731

**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 Cal-City Construction, Inc.

hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: Costa Mesa Permanent Bridge Shelter Facility (CDBG)
3175 Airway Avenue, City Project No. 20-05

_____ : 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 Cal-City Construction, Inc.

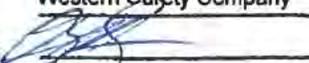
_____ the undersigned Contractor, as Principal, and Western Surety Company
_____ a corporation organized and existing under the laws of the State of South Dakota
and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of Three Million, Six Hundred Fifty-Five Thousand
Dollars (\$ 3,655,000.00), 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 2nd day of July, 2020.

_____ Cal-City Construction, Inc.

_____ Western Surety Company


_____ William Syrkin, Attorney-In-Fact

**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 Cal-City Construction, Inc.

hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: Costa Mesa Permanent Bridge Shelter Facility (CDBG)
3175 Airway Avenue, City Project No. 20-05

_____ ; 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 Cal-City Construction, Inc.

the undersigned Contractor, as Principal, and Western Surety Company
a corporation organized and existing under the laws of the State of South Dakota
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 Three Million, Six Hundred Fifty-Five Thousand
Dollars (\$ 3,655,000.00), 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 2nd day of July, 2020.

Cal-City Construction, Inc.


Western Surety Company


William Sytkin, Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of July, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

!

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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 July 2, 2020 before me, C. L. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal 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: William Syrkin
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Western Surety Company

Signer Is Representing: _____

Bond Number 30103731

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK**

Premium is for contract term and is subject to adjustment based on final contract price Executed In Triplicate

(The premium charge on this bond is \$ 32,570.00 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 Cal-City Construction, Inc.

hereinafter designated as the "Principal," for the work described as follows:

Costa Mesa Permanent Bridge Shelter Facility (CDBG)

3175 Airway Avenue, City Project No. 20-05

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 Western Surety Company a corporation organized and existing under the laws of the State of South Dakota 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 Three Million, Six Hundred Fifty-Five Thousand Dollars (\$ 3,655,000.00), 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 2nd day of July, 20 20.

Cal-City Construction, Inc. 

Western Surety Company

 William Syrkin, Attorney-In-Fact

City of Costa Mesa Form - Public Work 2/00

** Rate:
First \$500,000 at \$14.40/M
Next \$2,000,000 at \$8.70/M
Balance \$1,155,000 at \$6.90/M

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of July, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

2

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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 July 2, 2020 before me, C. L. Hernandez, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

William Syrkin

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

C. L. Hernandez

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: William Syrkin

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Western Surety Company

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Los Angeles)

On July 2, 2020 before me, C. L. Hernandez, Notary Public

Date Here Insert Name and Title of the Officer

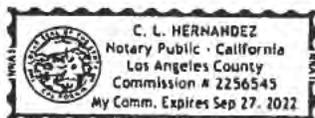
personally appeared William Syrkin

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

Signature of Notary Public

Place Notary Seal 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: William Syrkin

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Western Surety Company

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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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:

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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;

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- 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.

