

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

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

FIRE STATION NO. 2 RECONSTRUCTION PROJECT
CITY PROJECT NO. 26-05

VOLUME I

Prepared Under the Direction of

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Deputy Public Works Director

VOLUME I

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VOLUME II: TECHNICAL SPECIFICATIONS

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

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

**FIRE STATION NO. 2 RECONSTRUCTION
CITY PROJECT NO. 26-05**

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **2:00 P.M., Wednesday, September 23, 2026**, at which time or shortly thereafter the City will open the bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

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

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

2. **SCOPE OF WORK AND BID DOCUMENTS:** The scope of work generally consists of demolition of the existing station, furnishing and installing a fully operational temporary living and operating quarters, and construction of the new LEED Gold station.

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

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

3. **PRE-BID MEETING OR JOB WALK:** **A mandatory pre-bid job walk has been scheduled for Thursday, August 20, 2026 at 10:00 a.m. at Fire Station No. 2 located at 800 Baker Street, Costa Mesa, CA 92626.** Parking and access is available on Randolph Avenue, north of the project site.
4. **BID CONTENTS:** All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
5. **BID SECURITY:** Each bidder must submit a physical certified check, cashier's check, or an original bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk at 77 Fair Drive, Costa Mesa, CA 92626 prior to the bid submission deadline. No bid will be considered unless such physical certified check, cashier's check, or original bid bond is received by the City Clerk prior to the bid submission deadline.
6. **CONTRACTOR'S LICENSE:** A valid **California Contractor's License Class "B" (General Building Contractor)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

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

Brenda Green, City Clerk
August 6, 2026

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* **only**. No other form of submittal shall be accepted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be **rejected**. Each Bidder is responsible for acknowledging all addenda.
2. **QUALIFICATION OF BIDDERS:** Only Licensed Contractors, authorized to do business under the laws of the State of California and that are able to meet the following criteria will be eligible to submit a bid:
 - A. Contractors bidding to the City shall have a minimum five (5) years continuous experience as prime on projects of comparable quality, size, complexity and type.
 - B. Contractors bidding to the City shall have completed as the prime three (3) projects of comparable quality, size, complexity and type.
 - C. Subcontractors shall meet the above two requirements as it pertains to their Work.
 - D. Within three (3) calendar days of request by City, Contractor shall submit evidence of compliance to the above qualifications and provide a list of all work performed, both complete and incomplete, within the previous five (5) years and include the names and phone numbers of the Clients and Architects involved.
 - E. Before a contract is awarded, the City may at its sole discretion, require from the proposed contractor evidence of their ability to faithfully, capably, and reasonably perform such proposed contract within the Contract Time and for the Contract Amount, and may consider such evidence before making a decision on the award of such proposed contract.
3. **BID SECURITY / BID BOND:** Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be physically submitted to the City Clerk's Office *at least one hour prior* to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, *not* the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. **NONCOLLUSION AFFIDAVIT:** Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. **SIGNATURE:** Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
6. **CORRECTIONS:** Any corrections made to the submitted bid must be made electronically via *PlanetBids*.

7. DELIVERY OF PROPOSAL: Proposals shall be submitted electronically via PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City.
8. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. **A mandatory pre-bid job walk is scheduled for 10:00 AM, Thursday, August 20, 2026** at the project site. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
9. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
10. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
11. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
12. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
13. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
14. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB. Any interpretation or

correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be published and distributed through the *PlanetBids* dashboard. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.

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

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

16. **ADDENDA:** The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. **QUESTIONS TO THE ENGINEER:** *Pre-bid questions and requests for interpretation (RFIs) of the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) shall be submitted no later than 2:00 pm September 2, 2026. Any questions or RFI requests submitted after the advertised date may not receive a response. Substitution proposals will only be considered during the bidding phase.*
18. **EQUIVALENT MATERIALS:** *Requests for the use of equivalents to those specified, must be submitted to the City during the bidding phase. All substitution proposal requests shall be submitted to the City for review no later than 2:00 pm September 2, 2026. No substitution proposals will be accepted after the advertised date, and no substitutions will be considered after award. It is the sole responsibility of the successful bidder to prove to the City that a proposed substitute is truly an equivalent to what has been specified.*
19. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder has sufficient financial resources, construction experience, equipment, labor, managerial experience, technical experience, organization, and adequate facilities available for the performance of the contract.
20. **LEGAL RESPONSIBILITIES:** All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.
21. **ANTI-DISCRIMINATION:** It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.

22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Works Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

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

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

25. COMMUNITY WORKFORCE AGREEMENT REQUIREMENTS: This project is subject to and the Contractor shall adhere to the City's Community Workforce Agreement (CWA). This project is considered a Prime Multi-Trade Construction contract. The CWA is a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for Contractor and all subcontractors of all tiers to follow in the crafts persons employed to complete the Work of Improvement as more fully described in the CWA. The CWA is incorporated by reference in the Public Works Agreements. A copy of the CWA is included in Part 4.

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 **FIRE STATION NO. 2 RECONSTRUCTION, CITY PROJECT NO. 26-05**, 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) DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SEVEN HUNDRED THIRTY (730) 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, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

Lump Sum Base Bid: \$ _____

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

**PROPOSAL SCHEDULE
(CONTINUED) - ALLOWANCES**

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1	Allowance No. 01 – Unforeseen Hazardous Material Abatement / Remediation	<u>\$ 75,000.00</u>
2	Allowance No. 02 – Unforeseen / unsuitable soil remediation	<u>\$ 75,000.00</u>
3	Allowance No. 03 – Unforeseen man-made buried objects remediation	<u>\$ 75,000.00</u>
4	Allowance No. 04 – Additional sound mitigation measures	<u>\$ 75,000.00</u>
5	Allowance No. 05 – Unforeseen utility relocation measures	<u>\$ 75,000.00</u>
6	Allowance No. 06 – Additional traffic control measures	<u>\$ 50,000.00</u>
7	Allowance No. 07 – Additional SWPPP requirements	<u>\$ 50,000.00</u>
8	Allowances No. 08 – Additional Work Items, as directed by the City.	<u>\$ 125,000.00</u>

ALLOWANCES SUBOTAL: \$ 600,000.00

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 BID.

Bidder's Initial

**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. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

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

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

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

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

(\$ _____)
in figures

Contractor's Lawful Name: _____

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

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

Contractor's PWC Registration Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

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

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

24-Hour Emergency Contacts:

Name Telephone Number: (_____) __________
Name Mobile No.: (_____) __________
Name Telephone No.: (_____) __________
Name Mobile No.: (_____) __________
Name Telephone No.: (_____) __________
Name Mobile No.: (_____) __________
Bidder's Initials

PROPOSAL SCHEDULE (CONTINUED)

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

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

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

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

Bidder's Initials

Respectfully Submitted by:

_____ Contractor's Business Name		
_____ Business Address: Street		
_____ City	_____ State	_____ Zip
_____ Business Phone Number		
_____ Name		_____ Title
_____ City	_____ State	_____ Zip

_____ Contractor	_____ Title
_____ By	_____ Title
_____ Contractor's License No. and Classification	
_____ Date	
_____ Residence: Street	
_____ Residence phone Number	

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

☐ Corporation

Taxpayer I.D. Number: _____

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

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

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____
Address _____
Name _____
Address _____

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

Bidder's Initials

ADDENDA

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

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

CONSTRUCTION PROJECT REFERENCES

In order to fully evaluate your firm's background and experience for the project herein proposed, it is required that you submit a list of construction projects completed within the last 5 years of similar scope and magnitude. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids. Bidder to add additional sheets if necessary.

PROJECT NAME & SCOPE OF WORK	AWARDING AGENCY	CONTRACT VALUE	DATE PROJECT COMPLETED	AGENCY'S REPRESENTATIVE NAME, TITLE, AND PHONE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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.

PORTION OF WORK	SUBCONTRACTOR(S) NAME	SUBCONTRACTOR(S) FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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

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

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

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

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

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

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

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

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

BIDDER'S BOND TO ACCOMPANY PROPOSAL

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

KNOW ALL PEOPLE BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

IN WITNESS WHEREOF:

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

Contractor/ Principal
(Notary Acknowledgement to be attached)

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

Bidder's Initial

CONTRACT ASSURANCE

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

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

Bidder's Initial

NONCOLLUSION AFFIDAVIT

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

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Bidder's Initials

PROPOSAL

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

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

Dated: _____

CONTRACTOR

Company Name

PROJECT: FIRE STATION NO. 2 RECONSTRUCTION - CITY PROJECT NO. 26-05

Bidder's Initials

PROPOSAL

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

PROPOSAL



BIDDER/APPLICANT/CONTRACTOR
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

Bidder/Applicant/Proposer

Date

Bidder's Initials

Part 1

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 City 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 City Environmental Management Agency," and "Los Angeles City Flood Control City, 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 City Environmental Management Agency

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

Los Angeles City Flood Control City

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 ninety (90) 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-13 in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

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

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

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. 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 distributed through the City's bid procurement software. 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 and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

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

2-1.5 EXECUTION OF AGREEMENT

The agreement shall be signed by the successful BIDDER and returned to the CITY prior to the award of the contract. Failure to comply with insurance and bonding requirements as specified in the agreement and in Section 2-1.1 of the General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

2-2.1 ASSIGNMENT

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

2-3.1 SUBCONTRACTS: GENERAL

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

2-3.2 Self Performance

The City designates the Fire Station reconstruction to be a specialty item and not subject to the self performance provision. However, the prime contractor must employ the staff identified in Part 3, Article SP-17 with the exception of the scheduler.

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 City 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^[DR2] 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 contract documents 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 Specification Section 01 45 29, 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 City. The Contractor shall schedule his relocation work in cooperation with the utility City and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the City. The Contractor shall notify City of the following companies at least two (2) working days in advance of any work:

Ms. Valentina Gipson
AT&T (Right-of-Way)
1265 Van Buren Street Room 180
Anaheim, CA 92807
(714)-666-5467
Fax (714)-630-6617
vk3921@att.com

Ms. Renee Bergeron
AT&T (Engineering)
3939 E. Coronado St., 1st Fl.
Anaheim, CA 92807
(714) 237-6277
Fax (714) 666-8806
(800) 750-2355 (24 hr)
Rb2751@att.com

Mr. Robin Hamers (Inter-Office Mail)
Costa Mesa Sanitary City

234 East 17th Street, Suite 205
Costa Mesa, CA 92627
(949) 631-1731
Fax (949) 548-6516
rbhinc@pacbell.net

Mr. Javier Ochiqui
Management Analyst
Costa Mesa Sanitary City
628 W. 19th Street
(949) 645-8400
jochiqui@cmsdca.gov

Ms. Kelly Lew
IRWD
15600 Sand Canyon Ave.
Irvine, CA 92618
(949) 453-5300; (949) 453-5586 (Direct)
Fax (888) 496-1244

(949) 729-7300 (24 hr stand-by pager)
lew@irwd.com

Mr. Phil Lauri (*Inter-Office Mail*)
Mesa Water City
1965 Placentia Avenue
Costa Mesa, CA 92627
(949) 207-5449
Fax (949) 574-1035
(949) 631-1200 (24 hr.)
phill@mesawater.org

Mr. Mark Denning
Mpower Communications, Inc.
2698 White Road
Irvine, CA 92614
(949) 864-0296
Cell (949) 547-6455
Fax (949) 864-0286
1-800-291-6266 (24 hr)
mdenning@mpowercom.com

Mr. Quynh Nguyen
Orange City Sanitation City
P.O. Box 8127
Fountain Valley, CA 92728-8127
(714) 962-2411
Fax (714) 962-5018
(714) 593-3301 (24 hr)
qnguyen@ocsd.com

Mr. David Youngblood
Orange City Water City
P.O. Box 8300
Fountain Valley, CA 92728-8300
(714) 378-3200
Fax (714) 378-3373
(714) 378-3239-3240 (24 hr)
utilityrequest@ocwd.com

Mr. Kasey Chapman
Attn: Design Support / UND
Southern California Edison Company
(Utility Notice Requests)
7333 Bolsa Avenue
Westminster, CA 92683
(714) 895-0188
Fax (714) 934-0892
(800) 611-1911 (24 hr)
Kasey.Chapman@sce.com
email copy to Jenelle.Bader@sce.com

Ms. Kimberlie Gurule

Southern California Edison Company (Base Maps)
Southern California Edison Company (Base Maps)
1444 E McFadden Ave Bldg D
Santa Ana, CA 92705
(714) 796-9932
Fax (714) 973-5735
maprequests@sce.com

Damon R. Humphrey, Service Planner
Southern California Edison Company
Orange Coast S/C
7333 Bolsa Ave
Westminster, CA 92683
Off: 714.895.0534
Fax: 54534
damon.humphrey@sce.com

Ms. Rosalyn Squires
Southern California Gas (Transmission)
Mailing: 2300 M/L SC 9314
Chatsworth, CA 91311-2300
(9400 Oakdale Ave, Chatsworth, CA 91311-6511)
(818) 701-4546
Fax (818) 701-2549
rsquires@semprautilities.com

Mr. Wilson Baldelomar
Southern California Gas Co.
P.O. Box 3334, SC8321
Anaheim, CA 92803-3334
(714) 634-5091
Fax (714) 634-3101
(800) 603-7060 (24 hr)
wbaldelomar@semprautilities.com

Mr. Peter Serrano
Southern California Gas Co.
P.O. Box 3334, SC8321
Anaheim, CA 92803-3334
(714) 634-5067
Fax (714) 634-3101
pserrano@semprautilites.com

Time Warner
7142 Chapman Avenue
Garden Grove, CA 92841
(714) 903-8337
Cell (714) 709-3390
Fax (714) 903-8260
joe.barrios@twcable.com
-Carmen Marti
Carmen.marti@twcable.com
Cell (714) 881-6082-Jeff Cox

jeff.cox@twcable.com

(714) 231-8758

west-engineering-relo@twcable.com (utility requests)

Verizon Business

1701 Ringling Blvd

Sarasota Florida 34240

941-906-6703

Chuck.czumak@verizon.com

Bryan.lantz@verizon.com (back-up)

(emails only please)

Mr. Lee Arnold

XO Communications

1924 Deere Avenue, Suite 110

Santa Ana, CA 92705

(949) 417-7762 (Direct)

Fax (949) 417-7730

(800) 546-5283 (24 hr)

lee.arnold@xo.com

Mr. Mark Smythe

California Regional Water Quality Control Board

Santa Ana Region

3737 Main Street Ste 500

Riverside CA 92501-3348

(951) 782-4130

Cell (951) 543-8523

Fax (951) 781-6288

msmythe@waterboards.ca.gov

Mr. Kyle Poff

OCTA – Stops & Zones

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

(714) 560-5883

Fax (714) 560-5880

kpoff@octa.net

Mr. Kieran Callanan

Metropolitan Water Dist. of So. CA

The Civil Engineering Substructures Section

P.O. Box 54153

Los Angeles, CA 90054-0153

(213) 217-7474

Fax (213) 217-7457

(626) 844-5610 (24 hr)

kcallanan@mwdh2o.com

digalert.org (24 hr)

811

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 calendar 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. Contractor shall be responsible for obtaining all required permits at no cost.

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

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

7-6 THE CONTRACTOR'S REPRESENTATIVE

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

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

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

7-8.1 CLEAN-UP AND DUST CONTROL

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

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

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

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

7-8.5 TEMPORARY LIGHT, POWER AND WATER

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

7-8.7.1 DRAINAGE CONTROL: RESPONSIBILITIES

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

7-8.7.2 DRAINAGE CONTROL: EXCAVATION DEWATERING REQUIREMENTS

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

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

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

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

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

7-10 PUBLIC CONVENIENCE AND SAFETY

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

7-10.1 TRAFFIC AND ACCESS

Prior to restricting normal access from public street to adjacent properties, the Contractor shall notify each property City or City'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. Excavations or trenching shall not be left open during non-working hours. They shall be backfilled, plated over with traffic bearing steel plates (when opened to traffic) or securely fenced and lighted with 6 foot high chain link fencing or equivalent, with temporary lighting as appropriate. Open trenches that are required to be opened to traffic shall be backfilled, plated

over with traffic bearing steel plates recessed, flush with adjacent roadway surfaces, unless otherwise directed by the Engineer. The Contractor shall comply with the following in installing the recessed trench plates:

- a. Provide a minimum 12" lap of steel plate on each side of trench to assure no slipping of plate or collapsing of trench wall. Where 12" lap cannot be met, engineering design is required and shall be approved by the City Engineer. Trench shoring including overlap must be based on shoring calculations.
- b. Steel plate must fit snug within the recessed area and installed to operate with minimum noise.
- c. The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
- d. Multiple plates must be tack welded as needed to secure plates, 6" minimum.
- e. All plates must meet required traffic loads, and be skid-resistant. The Contractor shall be responsible for the appropriate selection and maintenance of the steel plates.
- f. Steel plates must be removed and permanent pavement shall be placed within fifteen (15) working days or as approved by the Engineer.
- g. Advance warning signs "steel plates ahead" shall be placed.

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.

SPECIAL PROVISIONS

Part 2

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 Edition of the Uniform Building Code as currently 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 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 19% percent for regular time and overtime.

Section 3-3.2.3 Markup

CHANGE ORDER:

- A. A Change Order is a written order to the Contractor duly signed to show both the approval of the City and Authorization of the City, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Amount or the Contract Time. Only an executed Change Order will effectuate change in the Contract Requirements, Contract Amount and/or the Contract Time. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Amount or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- B. All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a disputed claim arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or Contractor has provided a timely written notice of claim.
- C. Costs mean an itemized breakdown of all labor (by crafts), materials, sales taxes, equipment rentals, additional permit costs, etc., for each portion of the Work which comprises the Change Order including any Subcontractor's itemized breakdown, including labor burden rates, plus not more than a cumulative twenty percent (20%) to cover all profits and administration. The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:
 - 1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - 2. by unit prices stated in the Contract Documents or subsequently agreed upon;
 - 3. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - 4. by the method provided under Force Account.
- D. The amount or credit to be allowed by the Contractor to the City, as confirmed by the City, for any deletion or change that results in a decrease in the Contract Amount will be the amount of the actual cost. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- E. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and application of the agreed unit prices to the quantities of Work proposed would cause substantial inequity to the City or the Contractor, the applicable unit prices shall be equitably adjusted.

In no case shall the Contractor be permitted to reserve rights for additional time or compensation for Change Order work. Any claims or proposals submitted by the Contractor containing reservation of rights language shall be rejected as incomplete.

CHANGES TO THE CONTRACT (EXTRA WORK AT FORCE ACCOUNT)

- A. If none of the methods set forth in changes to the Contract as set forth above is agreed upon, the Contractor, provided that a written order signed by the City or City is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the City, on the basis of reasonable expenditures or savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Amount, not more than a cumulative twenty percent (20%) for all overhead and profit. In such case, the Contractor shall keep and present, in such form as the City or the City may prescribe, an itemized accounting of actual cost together with appropriate supporting data for inclusion in a Change Order.

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

In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change in cost be approved without such itemization.

Equipment and Material: 15%

Labor: 20%

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

For the Contractor, for Work performed by the Contractor's own forces, 15% percent of the cost.

For the Contractor, for Work performed by the Contractor's subcontractor, 5% percent of the amount due the Subcontractor.

For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub subcontractor's own forces, 20% percent of the cost.

For each Subcontractor, for Work performed by that Subcontractor's Sub-subcontractors, 5% percent of the amount due the Sub-subcontractor.

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

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

Section 5-1 Utility Location

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

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

Section 6-1 Construction Schedule and Commencement of Work

The Contractor shall prepare and submit to the Engineer a written schedule of his work operations for the proposed project. The schedule shall be submitted for approval at the pre-construction conference. The Contractor's designated project manager and superintendent shall be present at the pre-construction meeting. Construction phasing shall follow that identified in the bid documents unless otherwise approved by the City.

Section 6-7 - Time of Completion

The Contractor shall begin work on the project within ten (10) working days after the contract has been awarded by the City Council. Said work shall be diligently prosecuted to completion before the expiration of **seven hundred and thirty (730) calendar 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. The temporary living and operating quarters Certificate of Occupancy (CofO) shall be obtained from the City Building Division no later than one hundred and twenty (120) calendar days following the Notice to Proceed (NTP).

Section 6-9 – Liquidated Damages

The Contractor shall pay to the City of Costa Mesa the sum of **\$4,400.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed above.

Section 7-8 – Water Pollution Control

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

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

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

A copy of the latest permit is available at:

http://www.swrcb.ca.gov/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.

Storm Water Prevention Plan (SWPPP)

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

Contractor must have a QSD (Qualified SWPPP Developer) on staff for this project. The Contractor's QSD shall review, adjust, monitor and maintain the initial SWPPP for the duration of the project. The Contractor will be responsible for uploading an electronic format of the SWPPP into SMARTS. 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.

Pursuant to the SWPPP, Level 1, the 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, pursuant to the SWPPP.

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

Erosion and Sediment Control Plans

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

Section 7-13 Laws to be observed

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

Section 9-1.2.1 Weight Ticket Requirements for Payment

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

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

Section 9-3.3 Delivered Materials

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

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

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical

location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

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

Section 9-3.4.1 Hauling Of Materials

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

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

Section 9-3.4.2 Water Supply

If water is needed during construction, Contractor shall contact Mesa Consolidated Water City or the Irvine Ranch Water City 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.

PART 3 SUPPLEMENTAL 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:
 - (a) **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.

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.

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, a Change Order, a Partial Change Order, a Construction Directive, a Compromise, or a written order 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.

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).

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.

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.

Rules of Document Interpretation

- A. 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 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. For bidding purposes the Contractor shall be held to the most stringent of requirements found within the Contract Documents.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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. In conjunction with the Architect, the City will issue instruction as to procedure. If the Contractor proceeds with the work so affected without instructions from the City, he shall make good any resulting damage or defects.
- G. The general character of the detail work is shown on the Contract Drawings. Any work executed before receipt of such details, if not in accordance with same, shall be removed and replaced, or adjusted, as directed, without expense to the City. Should any detail submitted later than the Contract Drawings is, in the opinion of the Contractor, more elaborate than the Scale Drawings and the Specifications indicated, written notice thereof shall be given to the City within three (3) days of receipt of same. The claim will then be considered, and, if justified, said detail drawings will be amended or the extra work authorized. Non receipt of such notice shall relieve the City of any claim.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- M. 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 by the contractor and paid for by the City. Other required permits are the responsibility of the Contractor. Reference the General Conditions.

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

A. REQUEST FOR INFORMATION ("RFI")

- 1. **Definition:** An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information 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.
- 2. **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.
- 3. **Response Time:** The Contractor must submit an RFI sufficiently in advance of when the Work related thereto is scheduled to begin in order to provide the City and the Architect with sufficient time to respond to the RFI after receiving the RFI and before such Work is then currently scheduled to be performed. If the Architect's response results in a change in the Work, then such change shall be effectuated by a written CO, PCO, 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:

- 1. The Contractor shall maintain at the Site for the City one current copy of the Uniform Building Code, Titles 19, 21 and 24 of the California Code of Regulations and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the

Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Architect and City and shall be delivered to the City upon completion of the Work.

B. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

1. **Submittals defined Shop Drawings.** The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, products, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with shop drawings all seismic and other calculations and all product data from equipment manufacturers. “Product data” as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term “manufactured” applies to standard units’ usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.
2. **Samples.** The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.
3. **Schedule for Submission of Shop Drawings.** Contractor shall obtain and submit all required shop drawings, samples, etc., in accordance with the Project Schedule as required in the scheduling portion of the General Conditions with such promptness as to cause no delay in its own Work or in that of any other Contractor or subcontractor but in no event later than ninety (90) days after the execution of Notice to Proceed. Contractor shall submit all shop drawings, samples, and manufacturer’s descriptive data for the review of the City and Architect. By submitting shop drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and Contract Documents. The submission of the shop drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution. All deviations from the Contract Documents shall be described, in a narrative format, in a transmittal accompanying the shop drawings. Shop drawings shall not be used as a means of requesting a substitution. Review by the City and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract

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

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

Signature of Contractor and Date

4. **Extent of Review.** In reviewing shop drawings, the City and Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's and City's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's and City's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and shop drawings and Work which is not indicated on the shop drawings at the time of submission of shop drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the submittals or Contract Documents.
5. **Drawing and Submission Procedure - Transmittal Letter and Other Requirements.** All submittals and shop drawings must be properly identified with the name of the Project, submittal number organized by division, dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively by division, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
6. **Copies Required.** Each submittal shall include three (3) reproducible and one (1) electronic copy of 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. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the City or Architect.
7. **Corrections.** The Contractor shall make all corrections required by Architect and shall resubmit

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

8. **Approval Before Commencement of Work.** No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor, City, and Architect, and approved by the Architect, unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.
9. **Sample Submissions Procedure - Samples Required.** In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in **quantities of (4):** three (3) reproducible and one (1) electronic format. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the submittal number, and Specification section number. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
10. **Labels and Instructions.** All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions.
11. **Architect's Review.** The Architect and City will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or City's) standard procedures with twenty-one (21) calendar days.
12. **Record Drawings and Annotated Specifications.** The Contractor is responsible for 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 should be kept current at the project site and be clearly labeled "As-Built Progress Documents". These 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, partial change orders, construction directives, responses to RFI's, ASI's, verbal confirmations, and other modifications described in these Contract Documents: Locations of Work buried under and outside the building, such as plumbing and electrical lines and conduits: Locations of significant Work concealed inside the building whose general locations have been changed from those shown on the Contract Documents: Locations of items, not necessarily concealed, which have been changed with the City or Architect's prior acceptance, from the location shown on the Contract Documents: Locations of main runs of piping, conduit, ductwork, and similar items by dimensions: Locations other items either by dimensions or in relation to spaces within the building: Record deviations from the sizes, locations, and other features of installation shown in

the Contract Documents: Establish locations of underground Work by dimension to column lines or walls, locating turns, and by referenced centerline and invert elevations and rates of fall: Give sufficient information to locate Work concealed in the building. Exact dimensioned location of all utilities underground within the construction limit lines.

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

13. **Equipment Manuals.** Contractor shall obtain and furnish, in the quantity described in Section: Contract Closeout of the General Requirements; complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. 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, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the City.
14. **City's Property.** All shop drawings, computer disks, annotated specifications, samples and other submittals shall become the City's property upon receipt by the City or Architect.
15. **Substitutions - One Product Specified.** Whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." The Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.
16. **Products Specified Which are Commercially Unavailable.** If the Contractor fails to make a request for substitutions for products and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the City's discretion. The written approval of the City, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The City may condition its approval of the substitution upon the delivery to City of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the City, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and deducted via Change Order.
17. **Substitution Request Form.** Requests for substitutions of products, materials, or processes in place of the Specified Item must be in writing to the City'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. Failure to meet said time period shall constitute a waiver by the Contractor and an acceptance of the specified materials. Late submittals may be considered only when the City consents in writing that it is in the City's best interests.

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

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

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

ARTICLE SP-06 ALLOWANCE(S)

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 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 Allowance No. 01 – Unforeseen transite/asbestos or hazardous material removal, abatement and remediation associated with project. **\$75,000.00**
- 2 Allowance No. 02 – Unforeseen / unsuitable soil remediation at subgrade (outside of General Conditions and Contract Documents). **\$ 75,000.00**
- 3 Allowance No. 03 – Unforeseen man-made buried objects remediation. Repair, replacement or removal of any unforeseen (outside of General Conditions and Contract Document requirements). **\$ 75,000.00**
- 4 Allowance No. 04 – Additional sound mitigation measures, as directed by the City **\$ 75,000.00**
- 5 Allowance No. 05 – Unforeseen utility relocation measures, as directed by the City. Repair, replacement or removal of any unforeseen existing utilities (outside of General Conditions and Contract Documents utility location requirements). **\$ 75,000.00**
- 6 Allowances No. 06 – Additional traffic control measures, as directed by the City **\$ 50,000.00**
- 7 Allowance No. 07 – Additional SWPPP requirements, as directed by the City **\$ 50,000.00**
- 8 Allowances No. 08 – Additional work items, as directed by the City. At the discretion of the City, the Contractor shall provide all labor, equipment and materials for the project management beyond the scope of work established within the Contract documents. Work may include, but not be limited to, delivery of newsletters, disposal of materials, potholing, furnishing and installation of additional materials, and related work, and will only be performed, if required, and approved by the City. The Contractor acknowledges that this allowance will only be used at the discretion of the City. The Contractor shall be paid at force account or at agreed prices for all work performed within this allowance. **\$ 125,000.00**

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. In addition to City observed Holidays, there shall be no work conducted the entire full week of Thanksgiving, Christmas and New Year's. 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.
- E. Contractor shall include in the project schedule and total working days, one week for Fire personnel to move from the existing station to the temporary station upon Certificate of Occupancy and before demolition of the existing station can begin.

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, 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.

Contractor shall provide and utilize Procore, C-MIS, or similar project/construction management software at the direction of the City for all project related documentation and submissions.

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) 800-227-2600 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 4hrs. 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 20 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 non-compensable 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 non-compensable 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 20 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. Unused inclement weather days shall be shared float.

ARTICLE SP-14 TIME OF COMPLETION

- A. 730 Calendar Days from NTP
- B. Contractor shall provide labor, equipment and material provisions to accommodate the City's groundbreaking ceremony. The Contractor shall provide flat stable ground accommodations for the groundbreaking ceremony. To some extent, the Contractor will also be expected to participate in the groundbreaking ceremony as requested by the City.

ARTICLE SP-15 CONTRACTOR'S CONSTRUCTION SCHEDULE (Reference 01 32 16)

- A. **Project Schedule:** Project Schedule is provided by the Contractor. Contractor shall be required to supply the City the following: **No later than fourteen (14) 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. 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 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. The schedule provided must allow for completion within the milestone durations 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. The Contractor shall provide status of its activities monthly and submit the monthly update with the progress payment request.
- D. Short Interval Scheduling (SIS) will be used throughout the on-site construction activity.
- E. 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.
- F. **Time is of the essence of 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. 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; 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.

G. 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.

H. 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 Primavera P6 software, or newer release, 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.

I. SOFTWARE / REQUIREMENTS

1. The software utilized must be Primavera P6, or newer release. No other type or version 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,
 - c. all Activity Codes shall be project level and not Global or EPS level Activity Codes,
 - 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

J. INTERIM SCHEDULE

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

K. OFFICIAL CONTRACT SCHEDULE (Baseline Schedule)

1. 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.
 - a. Within fourteen (14) calendar days after the Notice to Proceed, the Contractor shall submit the complete project schedule to the City for review.
 - b. 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.
 - c. The initial submittal of the Contract Schedule shall not reflect contract changes or delays. These changes shall be added within the first Schedule Revision.
 - d. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
 - e. 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.
 - f. 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.
 - g. After Completion and Acceptance of the Official Contract Schedule: The Contractor will provide initial computer reports and weekly and monthly reports thereafter.
 - h. 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. All required constraints.
 - i. Codes for responsibility, stage, work shifts, and location.
- i. **Activities:** The initial submittal of the Official Contract Schedule shall include, in addition to construction activities, the following:
- 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.
- j. **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.
- k. **Milestones:**
 - a. Notice to Proceed (NTP)
 - i. 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.
 - ii. Mobilization: Construction shall consist of the balance of construction operations, including but not limited to mobilization, fencing, utility disconnect, demolition, close-out, etc.
 - iii. 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.

- iv. **Final Completion:** The point upon completion of all requirements outlined in the contract documents. The project along with all documentation has been turned over to and accepted by the City.
- b. **Interim Milestones:**
 - i. Contractor shall coordinate and sequence their work with the City observed Holidays, as to not impact the critical path of the project schedule. Contractor will not be permitted to conduct work on City observed holidays noted below:
 - a. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving, Christmas Day.
 - b. No work shall be conducted the entire week(s) of Thanksgiving, Christmas, New Years. Contractor shall incorporate the (3) weeks of City observed "no work" into their construction schedule. No work will be permitted to be conducted during these weeks, unless otherwise approved in writing by the City.
- l. **Activity Coding:** All activities in the Official Contract Schedule shall have sufficient code structure to enable a sort by activity code, or "rollup" of the activities in the form of a Summary Schedule. 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.
- m. **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.
 - 1. 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.
 - 2. The contract completion milestone shall represent the completion of all construction related work.
 - 3. 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).
 - 4. 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.

- n. **Relationships:** All activities shall be linked by realistic logical Finish-to-Start relationships only. Other type of relationships shall be permitted but shall be minimized (including start-to-start and finish-to-finish). The City will reject any schedule utilizing unrealistic or meaningless logic. Constraints on activities shall be kept to a minimum and subject to the written permission of the City. Negative lags will not be used without the prior written permission of the City.
- o. **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) days.

L. **UPDATE SCHEDULES**

- 1. 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. The Updated Schedule shall have a data date of the end 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. Percent complete and remaining duration
 - c. A narrative explaining each change to the record schedule
 - 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. 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. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within three (3) days after the initial request for time by Contractor, or the impacting incident, whichever comes first.
5. **Narrative Reports:** Monthly Narrative Reports shall contain the following information for each monthly update:
 - a. Description of overall project status.
 - b. Description of problem areas (referenced to pending change orders as appropriate)
 - c. Current and anticipated delays not resolved by approved change order, including:
 - 1) Cause of the delay
 - 2) Corrective action and schedule adjustments to correct the delay
 - 3) Known or potential impact of the delay on other activities and milestones.
 - 4) Changes in the construction sequence
 - 5) Pending items and status thereof, including but not limited to:
 - a) Pending Change Orders
 - b) Time Extension Requests
 - c) Other Issues relating to Contract Time
 - d. Contract Completion Date status:
 - 1) If ahead of schedule, the number of calendar days ahead
 - 2) If behind schedule, the number of calendar days behind
6. **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.

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| 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. |

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| 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 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:** 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.
 8. **Payment Progress Reporting:** City and Contractor shall select a specified time for updating the Project schedule at the jobsite each month.
 9. The City and Contractor and his/her designated scheduling representatives will attend the meeting to review the project progress.
 10. All progress and status information provided by the Contractor shall clearly define the reporting period for which the status is provided.
 11. 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. 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. 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. Delays of any non-critical Work shall not be the basis for an extension of Contract Time.

J. **Schedule Revisions:**

1. **General:** Revisions to accepted Construction Schedule must be approved in writing by the City.
2. **Contractor:** 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 acceptable to the City may then be incorporated into next update of Construction Schedule following the review and acceptance.
4. **Acceptance:** Acceptance of revised schedule by City does not relieve Contractor of meeting contractual milestone and completion dates.

K. **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.

L. REQUEST FOR TIME EXTENSION

1. 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 impact analysis (TIA) – hard copy and electronic -- to the City's City with each request for adjustment of contract time, or when the Contractor or City's City consider that an approved or anticipated change may impact the critical path or contract progress.
3. 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.
4. The Contractor shall submit a TIA in duplicate 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.
5. 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.

M. FINAL UPDATE SCHEDULE

1. 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."*

Failure to submit any of the referenced schedule related submittals, shall result in an additional 5% withholding from the associated monthly progress payment.

ARTICLE SP-16 LIQUIDATED DAMAGES

- A. 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 to the City, as liquidated damages, the amount of four thousand four hundred dollars (\$4,400) per calendar day. City may deduct liquidated damages from funds due or that become due to Contractor. Deductions for liquidated damages will be in addition to the five percent (5%) retention applied to progress payments.

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 (full-time)
 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

- A. The Contractor shall submit a project logistics plan to the City for approval within ten (10) 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, perimeter fencing/security, material delivery and material storage, etc.
- B. 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 Deliveries shall be scheduled so as to cause minimal disruption of adjacent businesses and normal traffic patterns on streets abutting the site.

2. Construction Parking: No construction vehicle parking is provided, nor will be allowed on site. The Contractor shall limit the number of vehicles allowed off site to those vehicles necessary to perform the Work.
- C. The Contractor shall include in their bid all costs, (including power, data, water, sewer, and telephone) to provide a construction office trailer for use as a meeting facility and segregated partitioned offices for the City, Construction Manager (CM), and Inspector of Record (IOR) for the duration of the project.
- The facility shall be a conditioned space, furnished with 1-6'x4' dry-erase marker board, and include table(s) and chairs of sufficient size to accommodate meeting seating for eight individuals comfortably.

The City / IOR offices shall each be a conditioned space of sufficient size to accommodate the following Contractor provided furnishings in addition to the meeting space: 1 – Business class Copier/Scanner/Fax with Color for use by City, CM, and IOR, 3-four-drawer desk, 3-swivel deskchair, 1-drawing table, 3-4-drawer file cabinet, 3-6"x4" dry-erase marker board and full size book shelf. City office trailer to be furnished by Contractor with full size refrigerator, restrooms, microwave, potable water, and electricity.

Contractor shall also have a separate onsite office trailer.

- D. 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 8:30 am to 3:30 pm Monday through Friday.

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, 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

- A. Any haul routes to be coordinated with City operations and any city or agency requirements and ordinances, including permits.
- B. Permits / Fees / Agency Notification / Compliance / Ordinances
- C. 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.
- D. All notifications with various agencies required in the performance of the work shall remain the responsibility of the Contractor.
- E. Compliance with regulatory agency, organization, and governing body requirements having jurisdiction over Contractors scope of work.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. Contractor shall be responsible to provide and maintain adequate dust control 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.
- M. Off-loading, scaffolding, ladders, hoisting and moving of materials and/or equipment for own work.
- N. 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.
- O. 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.
- P. 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.
- Q. Contractor is responsible for environmental conditions (i.e. temperature, moisture, etc.) affecting own work.
- R. Provide survey, layout and field measurements for own work.
- S. Safety requirement for 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.
- T. Job hazard analysis, IIPP, site specific safety plan must be submitted to City prior to commencement of work.
- U. 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.
- V. 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.

- W. Compliance with specified warranty and guarantee requirements, both standard and special.
- X. 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.
- Y. Attendance at jobsite coordination, scheduling and safety meetings shall be by the Contractor's Superintendent at a minimum.
- Z. Multiple move-ons to comply with the project's schedule or as required.
- AA. Provide relocation of staging area as necessary due to construction progress and as directed by City.
- BB. 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.
- CC. 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.
- DD. Additional testing costs as required should initial tests fail as a result of the scope of work.
- EE. 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.
- FF. All project record documents as required per plans and specification.

REFERENCE EXHIBIT(S):

A - Hazardous Material Survey

B - WQMP

C – Geotechnical Report

PART 4

MISCELLANEOUS

CONTRACT

DOCUMENTS

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

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

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

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of _____.

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

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

2. CONTRACT DOCUMENTS.

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

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

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

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

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

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

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

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. CONTRACT PRICE.

_____ (\$_____.00).

8. TIME OF PERFORMANCE.

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

9. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

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

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

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

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

10. LIQUIDATED DAMAGES.

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

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

11. PERFORMANCE BY SURETIES.

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

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

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

to act for CONTRACTOR.

14. INSPECTION BY CITY.

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

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

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

16. PAYMENTS TO CONTRACTOR.

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

obtaining approval from the City Council to issue a warrant.

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

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

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

18. CONTRACT SECURITY AND GUARANTEE.

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

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

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

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

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

19. INDEMNIFICATION.

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

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

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

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

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

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

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

20. INSURANCE.

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

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

(a) Workers' Compensation Insurance.

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

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

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

(b) Liability Insurance Coverage.

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

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

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

(1) Additional Insured:

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

(2) Notice:

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

(3) Other Insurance:

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

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

21. PROOF OF INSURANCE.

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

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

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

23. PREVAILING WAGE SCALE.

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

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

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

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

26. NON-DISCRIMINATION.

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

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

27. CONTRACT ASSURANCE.

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

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

28. PROVISIONS CUMULATIVE.

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

29. NOTICES.

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

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

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

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

Attn: _____

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

Attn: _____

30. INDEPENDENT CONTRACTOR.

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

31. PERS ELIGIBILITY INDEMNIFICATION.

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

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

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

32. VALIDITY.

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

33. GOVERNING LAW.

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

34. NO THIRD PARTY BENEFICIARY RIGHTS.

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

35. ASSIGNABILITY.

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

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

36. WAIVER.

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

37. HEADINGS.

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

38. COUNTERPARTS.

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

39. CORPORATE AUTHORITY.

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

40. ADDITIONAL SERVICES.

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

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

[Signatures appear on following page.]

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

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

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

Sueng Yang, P.E.
City Engineer

Date: _____

(Signature and printed name of project manager)
Project Manager

Date: _____

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3
2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace; 3. Any available drug counseling, rehabilitation and employee assistance programs; and 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A. D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will: 1. Abide by the terms of the statement; and 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation. E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction. F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted: 1. Taking appropriate personnel action against such an employee, up to and including termination; or 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency. G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive. 2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that: A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.			

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3
B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above. C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace. 3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon Issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.			

**LABOR AND MATERIALS PAYMENT BOND
TO ACCOMPANY CONTRACT PUBLIC WORK**

WHEREAS, the City of Costa Mesa, State of California, has awarded to _____, hereinafter designated as the "Principal", a contract for the project known as: _____ in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and _____, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

FAITHFUL PERFORMANCE BOND _____
PUBLIC WORK

(The premium charge on this bond is \$ _____, 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, condition and agreements in the said contract and any alteration
thereof made as therein provided, or his or their part, to be kept and performed at the time and in the
manner therein specified, and in all respects according to their true intent and meaning, and shall
indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated,
then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of **the** contract or the
work or to the specifications.

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

INSURANCE REQUIREMENT FOR CITY OF COSTA MESA

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

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

A. Workers' Compensation Insurance.

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

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

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

B. Liability Insurance Coverage.

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

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

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

(i) Additional Insured:

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

(ii) Notice:

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

(iii) Other Insurance:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

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

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

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

PERSON OR ORGANIZATION

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

JOB DESCRIPTION

BLANKET WAIVER OF SUBROGATION

SAMPLE

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

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

Endorsement Effective: XX/XX/2014

Policy No. ENTER

Endorsement No. 001

Insured: Contractors Name

Premium \$ INCL.

Insurance Company: Insurance Company

Countersigned By: _____

**DEVELOPMENT SERVICES DEPARTMENT**

77 FAIR DRIVE, COSTA MESA, CA 92626

BUILDING DIVISION | (714) 754-5273
Monday – Thursday | 8 a.m. to 5 p.m.**Project Address:** _____ **Suite/Unit:** _____**Activity Number:** _____ **Received By:** _____**Homeowner Association?** ☐ YES (Approval letter from HOA required) ☐ NO**Existing Chain Link Fence** ☐ YES ☐ NO; **Owner Occupied?** ☐ YES ☐ NO**Description of work to be performed: (please be specific)** __________

_____**Sq. Footage:** _____ **Type of Const:** _____ **Valuation:** _____**Occupancy Type:** _____ **Occupant Load:** _____ **Grading:** Cut/Fill _____ cubic yds.**Owner/Tenant:** _____ **Phone No.:** _____**Address:** _____ **Suite/Unit:** _____**City:** _____ **State:** _____ **Zip:** _____**Email:** _____**Applicant/Agent:** _____ **Phone No.:** _____**Address:** _____ **Suite/Unit:** _____**City:** _____ **State:** _____ **Zip:** _____**Email:** _____**Architect/Eng.:** _____ **Reg. No.:** _____ **Phone No.:** _____**Address:** _____ **Suite/Unit:** _____**City:** _____ **State:** _____ **Zip:** _____**Email:** _____**Contractor:** _____ **Phone No.:** _____**Address:** _____ **Suite/Unit:** _____**City:** _____ **State:** _____ **Zip:** _____**Email:** _____**State License No.:** _____ **Class** _____ **Expiration:** _____**Workman's Comp. Policy No.:** _____ **Expiration:** _____**Insurance Company:** _____**(SEE BACK FOR ITEMIZED MECHANICAL, ELECTRICAL AND PLUMBING)**

MECHANICAL		QTY.			QTY.
Forced Air Unit < 100K BTU				Absorption Unit Repair / Alter	
Forced Air Unit > 100K BTU				Refrigeration Unit - Repair / Alter	
Repair / Alter Cooling / Heating				Evap Cooler (non – port)	
Inst Relocate Recessed Wall Heat				ABS Unit	
Refrig Sys < 100K BTU				Up to 3 HP	
Refrig Sys > 100K BTU				3 to 15 HP	
Mech Gas Piping				15 to 30 HP	
Factory Fireplace				Boiler/Comp	
Hood w/duct and mech Exhaust				Up to 3 HP	
VAV Box				3 to 15 HP	
Vent Fan to a single Duct				15 HP to 30 HP	
Appliance not in other category				Over 30 HP	
Smoke Damper				Misc. Mechanical	
Fire Damper					
Appliance Vent install / relocate				Mechanical Fees	
Air Handler 0-10K CFM				Issuance Fee	
Air Handler > 10K CFM				Plan Check – Hours	
Floor Furnace with ducting				Mech Reinspection	
				Investigation Fee	
				Total Mechanical Fee	
ELECTRICAL		QTY.			QTY.
Temp Svc Pwr				MISC ELECTRICAL	
Res A/C Pkg				Communication Drops	
New Res 1-2 Unit s.f.				Sub Panel to 200 amps	
New Res 3+ Unit s.f.				TRANSFORMERS/POWER APPARATUS	
Pool Spa Electrical				Up to 1 KVA / KW	
Lighting Fixtures				Up to 10 KVA / KW	
Recept/Outlets				Up to 50 KVA / KW	
Switches				Up to 100 KVA / KW	
				Over 100 KVA / KW	
Non Res Appl <1hp				SPECIAL EVENT	
Res Appl <1 HP				Pole Light Package	
SERVICE				Low Voltage Equipment	
Svc600v / 200 amp				Miscellaneous Equipment	
600v /1000 amp				Other	
Over 600v / 1000 amp				Electrical Permit Fees	
MOTORS				Issuance Fee	
To 1 HP				Violation	
To 10 HP				Plan Check (Hours)	
To 50 HP				Reinspection Fee	
To 100 HP				Total Electrical Fee	
PLUMBING		QTY.		QTY.	QTY.
BackFlow Irrigation			Landscape Irrigation		Trap Primer
BackFlow Preventer			Laundry Tub/Washer		Urinal
Bath Tub			P-Trap		Vacuum Breaker
Clarifyer System			Pressure Regulator		Wash Basin
Connect Coffee, Ice			Process Piping		Waste and Vent
Dental Units			Receptors		Water Closet
Dishwasher			Septic Tank		Water Heater
Drain Floor			Sewer Cap / Demo		Water Piping Inst/Re
Drain Rainwater			Sewer Connect		Water Repipe
Drain Roof			Sewer Private Line		Water Service
Drinking Fountain			Shower		Water Softener
Expansion Tank			Sink Bar		Other
Gas Earthquake Valve			Sink Commercial		
Gas Outlet (1-4)			Sink Floor		Plumbing Fees
Gas Outlet 5+			Sink Kitchen		Issuance Fee
Gas Repipe			Sink Service Mop		Plan Ck (Hours)
Gas Service			SPA		Reinsp Fee
Interceptors - Grease			Sump Pump		Investigation Fee
Interceptors - Sand			Swim Pool		Total Plumbing

City of Costa Mesa, Department of Public Services
Application and Permit for Work Described Below

PERMIT
NO. _____

VENDOR NO. _____

Address or Location of Work _____ Date _____

Type of Work to be Done _____

Start Date _____ Permit Not Valid After _____ (Expiration Date) Plan No. _____

Contractor's Name _____ Address _____

Telephone No. (Day) _____ (Night) _____ City and State _____

State License No./Class _____ City Business License No. _____

Applicant's Name _____ Address _____

Telephone No. _____ Developer's Name _____ Telephone No. _____

Name of Insurance Co. _____ Insurance Cert. No.(s) _____

24-Hour Emergency Contact _____ Telephone No. _____

FEES Bond \$ _____ Cash Deposit \$ _____ Issuance \$ _____ Inspection \$ _____ TOTAL \$ _____	48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT Account # _____	PERMIT APPROVED FOR CITY ENGINEER By _____ Date _____ Underground Service Alert ID No. _____
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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:

- 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.
- 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.
- That a maximum of _____ lane(s) may be closed if necessary to perform work within the public right of way during the hours of **8:30 a.m. - 3:30 p.m. Monday through Friday** as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
- 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.)

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

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

Costa Mesa Sanitary District
(714) 631-1731

Mesa Consolidated Water District
(714) 631-1200

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

INSPECTION RECORD		Inspector of Records	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. By: _____ Inspector _____ Date
Date			

0183-62 mw, rev. 2/03
White - Inspectors;
Canary - Engineering;
Pink - Finance
Goldenrod - Applicant

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

Applicant's Signature _____ Date _____

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



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

Business Name _____

Parent Company Name _____
(If Corporate Owned)

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

Business Address _____
(Cannot be a P.O. Box)

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

Street #	Street name	Unit #	City	State	Zip
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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. _____ (If Applicable)	Department of Motor Vehicles Permit # _____ (Required for automobile/motorcycle sales businesses)
Hours of Operation (M-F) _____ (S-SU) _____ (Commercial/Industrial only)	Number of Rental Units/Rooms/Spaces _____ (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 = \$ _____)
EQUALSTotal tax due \$ _____

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

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

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

Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year?	Yes _____	No _____
Will you have an assembly room with an occupant load of 50 or more persons?	Yes _____	No _____
Will you be installing a spray booth?	Yes _____	No _____
Will your business produce dust/wood shavings or other material?	Yes _____	No _____
Will you be storing or using flammable or combustible liquids or compressed gases?	Yes _____	No _____
Will you be warehousing materials higher than 12 feet?	Yes _____	No _____

Fire Department approval required for any **"Yes"** answer. Please make an appointment by calling (714) 327-7400.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. ** Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. ** I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized
Signature _____ Title _____ Date _____

FOR CITY OFFICE USE ONLY

Planning Approval _____	Date Approved _____	CUP Required? _____ CUP # _____
Building Approval _____	Date Approved _____	Comments _____
Fire Department Approval _____	Date Approved _____	_____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

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

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

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

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN THE
CITY OF COSTA MESA
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS
SIGNING THIS AGREEMENT

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COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement ("Agreement") is entered into effective as of February 1, 2022, by and between the City of Costa Mesa, a municipal corporation ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the procedures for the City, Contractors, and craft employees represented by the Unions and engaged in Project Work. The City, Trades Council, and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that for the duration of this Agreement, the City agrees that all Project Work (as defined in Section 2.2.) will be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement by signing a Letter of Assent (a form of which is attached as "**Attachment A**"), and to require each of its subcontractors, of whatever tier, to become so bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for those Project Work contracts to be awarded by the City.

It is further understood that the City shall actively administer and facilitate the enforcement of the obligations of this Agreement to ensure that the benefits envisioned from it flow to all Parties. The City shall therefore designate a "CWA Administrator," either from its own staff or an independent contractor, to serve as the City's liaison for Contractors and Unions; to monitor compliance with this Agreement; to assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

RECITALS

WHEREAS, the City desires to obtain construction, maintenance, repair, abandonment, relocation, and related services in connection with public contracting of its Capital Improvement Program (CIP); and

WHEREAS, the public interest, local economy, and general welfare are best served if the CIP activities are implemented without disruption due to labor disputes; and

WHEREAS, Construction Contracts entered into by the City and Contractors will be awarded in accordance with applicable provisions of the Municipal Code of the City of Costa Mesa to the lowest responsive and responsible bidder subject to a competitive bidding process, the California Public Contract Code and Labor Code, including but not limited to payment of prevailing wages; and

WHEREAS, staff has been requested to evaluate a Community Workforce Agreement with the Trades Council that includes the benefits of hiring local residents and other priority groups to perform such capital improvements.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 DEFINITIONS

Section 1.1 “Agreement” or “CWA” means this Community Workforce Agreement.

Section 1.2 “Apprentice” means those craft employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 “Construction Contract” or “Construction Contracts” means those contracts entered into by the City, for the construction of Project Work as specified in Section 2.2.

Section 1.4 “Contractor” means any individual firm, partnership, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City including any Subcontractors of any tier, with respect to Project Work under this Agreement.

Section 1.4.1 “General Construction Contractor” or “GCC” means a prime Contractor retained directly by the City to perform Project Work and has entered into a Construction Contract.

Section 1.4.2 “Subcontractor” means a Contractor who is retained by a GCC, or another lower tier Contractor, to perform Project Work.

Section 1.5 “City” means the City of Costa Mesa, a municipal corporation.

Section 1.6 “Joint Labor/Management Apprenticeship Program” means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 “Letter of Assent” means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally bind such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form of which is attached hereto as “**Attachment A.**”

Section 1.8 “CWA Administrator” means the City’s authorized representative who will be the primary liaison between the City, Contractors, and the Unions; responds to inquiries about the CWA; monitors compliance with the CWA, and develops and implements programs set forth in the CWA.

Section 1.9 “Project”, “Project Work” or “City Project” means the work administered through the City of Costa Mesa Public Services Department, subject to the State of California public contracting laws, authorized by the City Council pursuant to a Construction Contract entered into by the City, and as further described in Section 2.2.

Section 1.10 “Master Labor Agreements” means the local collective bargaining agreements of the signatory Unions having geographic and trade jurisdiction over the Project Work and which have signed this Agreement.

Section 1.11 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.

Section 1.12 “Local Hires” means individuals identified in Section 3.5, prioritized as set forth therein, who are employed by Contractors as craft employees to perform Project Work and have priority in being dispatched by the respective Unions.

Section 1.13 The use of masculine, feminine or neutral gender or titles in this Agreement should be construed as including all genders and gender neutral, and not as gender limitations, unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply to Project Work, as defined in Section 2.2, performed by those Contractor(s) of whatever tier that are performing work pursuant to Construction Contracts awarded for such work by the City.

Section 2.2 Specific Project Work covered by this Agreement is defined and limited to:

2.2.1 All construction and major rehabilitation work awarded to a GCC, inclusive of the GCC’s Subcontractors, listed on the Projects List (**Attachment F**) are covered by the terms and conditions of this Agreement, including Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) hired by a Contractor, pursuant to a Construction Contract for one of the Projects identified in **Attachment F**, who are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft. This shall also specifically include such work where it is referred to by utilization of such terms as “quality control” or “quality assurance.”

2.2.2 The City may, at any time and at its sole discretion, add additional projects to be performed under this Agreement. The City may remove projects from Attachment F that do not move forward due to funding limitations, legal constraints, City priorities, or other factors that impact the feasibility of the Project. In the instance of the City, the Public Services Director or designee has the authority to approve such additions, modification, and deletions to **Attachment F**. If the City removes a Project from the Project List, and subsequently determines, in its sole discretion, to move forward with that same Project, that Project shall be added to the Project List.

Section 2.3 Bundling of Contracts

2.3.1 The City, in its sole discretion, may seek to group (or “bundle”) for bidding, projects not identified on the Project List. Projects not identified on the Project List may include

like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, which may be considered for such bundling, consistent with City needs, economies of scale, and the purposes of this Agreement.

232 Project Work will not be intentionally split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Applicability This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the scope of this Agreement include the following:

2.5.1 Work of non-manual employees, including but not limited to: superintendents; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.5.2 Equipment and machinery owned, controlled, and operated by the City;

2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, the movement of materials or goods between a Project site and lay down or storage areas for equipment and materials dedicated solely to the Project are within the scope of this Agreement;

2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to, architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement.

2.5.5 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by Federal, state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.5.7 Work by employees of a manufacturer or vendor supervising the work of craft employees under this Agreement, necessary to maintain such manufacturer's or vendor's warranties or guaranty;

2.5.8 Non-construction support services contracted by the City or City consultants in connection with a Project;

2.5.9 Laboratory work for testing or other environmental, permitting, or regulatory

compliance requirements.

2.5.10 All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of ready-mixed concrete, and the off-hauling of refuse from a public works site to an outside disposal location shall be covered by this Agreement.

2.5.11 Coverage Exception This Agreement shall not apply if the City receives or is reasonably anticipated to receive funding or assistance from any Federal, State, local or other public entity for the Project if a requirement, condition or other term of receiving that funding or assistance is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. This provision shall not apply to Projects awarded prior to the City's application and/or receipt of such funding or assistance, so long as this Agreement does not jeopardize such funding or assistance.

Section 2.6 Awarding of Contracts for Project Work

2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded Project Work covered by this Agreement.

2.6.2 It is agreed that all GCCs that have been awarded Construction Contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "**Attachment A**" hereto, prior to the commencement of any Project Work. At the time that any GCC enters into a subcontract with any Subcontractor of any tier providing for the performance of Project Work, the GCC shall provide a copy of this Agreement to said Subcontractor and shall require the Subcontractor, as a part of accepting the award from the GCC, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of Project Work. No GCC or Subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.

Section 2.7 Master Labor Agreements

2.7.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to all Contractors performing Project Work. This Agreement is not intended to supersede such Master Labor Agreements between any of the Contractors performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such Master Labor Agreements, in which event the provisions of this Agreement

shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Article 7 - Work Stoppages and Lock-Outs, Article 8 - Work Assignments and Jurisdictional Disputes, and Article 10 - Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not in conflict with the provisions of this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later third party agreement shall be deemed to have precedence over this Agreement unless signed by all party's signatory hereto who are then currently employed or represented at the Project. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on a Project shall be resolved under the procedures established in Article 10.

272 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of each prime Contractor/GCC to have each of its subcontractors sign the appropriate Subscription Agreement, with the appropriate craft Union prior to the Subcontractor beginning work on Project Work.

Section 2.8 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.9 Other City Work Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

Section 2.11 Completed Project Work As areas of Project Work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor

is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City under the original contract.

ARTICLE 3 UNION RECOGNITION AND CRAFT EMPLOYMENT

Section 3.1 Recognition The Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representative for the craft employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of craft labor employed on the Project Work except as may otherwise be provided for in this Agreement. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined in Section 3.8 below.

Section 3.2 Contractor Selection of Craft Employees The Contractor shall have the right to determine the competency of craft employees, the number of craft employees required, the duties of such craft employees within their craft jurisdiction, and shall have the sole responsibility for selecting craft employees to be laid off, consistent with Section 3.3 and Section 4.3 of this Agreement. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Article 6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified craft workers through the procedures identified in this Agreement.

Section 3.3 Referral Procedures

33.1 For signatory Unions now having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system, and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with Federal, State, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Hires on Project Work, and to facilitate the ability of all Contractors to meet their employment needs.

33.2 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the CWA Administrator and others designated by the City, to identify and refer competent craft workers as needed for Project Work, and to identify and hire individuals, particularly Local Hires, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft workers for Project Work to be undertaken by the City.

333 The Union shall not knowingly refer a craft employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Craft Employment, and Construction Contracting The Unions and Contractors agree that they will not discriminate against any craft employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, gender identity, gender expression, pregnancy, national origin, age, membership in a labor organization, sexual orientation, political affiliation, genetic information, medical condition, marital status or disability.

Section 3.5 Employment of Local Hires

3.5.1 The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Hires to fulfill the requirements of the Contractors. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the Parties agree to support the hiring of Local Hires for Project Work as further described in this Section 3.5.

3.5.1.2 Towards that end, the Parties hereby establish a goal that 35% of all construction labor hours worked on the Project shall be from the City and the communities surrounding Project Work, Veterans, graduates from the Building Trades multi-craft core curriculum and graduates of high schools whose district boundaries include any portion of Costa Mesa, regardless of their residency, in the following order: first, area residents residing within those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, Veterans, regardless of their residency, primarily through, but not limited to, the Helmets to Hardhats program further described in Section 3.7, third, graduates of high schools whose district boundaries include any portion of Costa Mesa, regardless of their residency, fourth, graduates from the Building Trades multi-craft core curriculum, and fifth, area residents residing within the remainder of the U.S. Postal Service zip codes for Orange County, as attached hereto in "Attachment B." For dispatch purposes, employees described in this Section 3.5.1.2 shall be referred to as "Local Hires."

3.5.1.3 Separate and apart from the required 35% threshold for Local Hires, the Unions shall establish referral mechanisms to ensure the recruitment, training and placement of Transitional Workers into pre-apprenticeship and apprentice programs, with a goal of 10% of such Transitional Workers being placed from such programs. "Transitional Workers" means an individual who, prior to commencing work on the project, faces one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having experience with the criminal justice system; (6) suffering from chronic unemployment; and (7) emancipated from the foster care system.

3.5.2 The Unions agree to support pre-apprentice referral programs in the City or County of Orange. Further, the Unions agree to place on their referral rolls or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work

opportunities for Local Hires. Additionally, Unions agree to collaborate with local non-profit organizations and high schools whose attendance boundaries include any portion of Costa Mesa, Orange Coast Community College, and any trade schools located in or around the City of Costa Mesa to inform individuals about career opportunities through apprenticeships and to conduct joint outreach to recent graduates through participation in job fairs or other career events.

Section 3.6 Requirements on Contractors To facilitate the dispatch of Local Hires, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for Project Work, a sample of which is attached as “**Attachment C.**” When Local Hires are requested by Contractors, the Unions will refer such craft workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

Section 3.7 Helmets to Hardhats The City, Contractor, and the Unions recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The City, Contractor, and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

3.7.1 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on Project Work and the associated apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

Section 3.8 Core Employees

3.8.1 Contractors that are not independently signatories to a Master Labor Agreement with the Union(s) that represent the craft employees which the Contractor employs, may hire, as needed, first, a member of his/her core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed by the Contractor, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

382 The core work force is comprised of those craft employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by State or Federal law for the portion of the Project Work to be performed by them; and, who have the ability to safely perform the basic functions of the applicable trade.

383 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (e.g., payroll records, quarterly tax records, and such governmental documentation) evidencing the core employee's qualification as a core employee to the CWA Administrator and the Trades Council.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of craft employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees, as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to craft employees performing Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California

will be excluded from the calculation.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of craft employees and further provided that such representatives shall notify the person charged with on-site projectsupervision and fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

4.2.1 Each signatory Union shall have the right to dispatch a working journeyperson as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as a craft employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the craft employee's appropriate supervisor. Each steward should be concerned only with the craft employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the craft employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her/their Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint, such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages All craft employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors that are direct signatories to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2 Benefits

5.2.1 Contractors shall pay contributions to the established craft employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all craft employee-authorized deductions in the amounts designated in the appropriate Master Labor Agreement, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors that are direct signatories to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor is required to certify under penalty of perjury and provide that certification to the CWA Administrator, who may conclusively rely on such certification, that it has paid all benefit contributions due and owing to the appropriate trust(s). Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any GCC or Subcontractor who is delinquent in such payments to assure that proper benefit contributions are made.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to Project Work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Section are applicable unless otherwise provided in the applicable prevailing wage determination, construction contract neighborhood-friendly policies, as described in the Project specifications, or

are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Craft employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool-box or equipment at the employee's assigned work location or the place where the foreman gives instructions. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

641 The Parties recognize the economic impact for Project Work being undertaken by the City and agree that Parties to this Agreement desire and intend Project Work to be undertaken in an effective manner to the highest standard of quality and craftsmanship. The Parties agree that, except to the extent permitted by law, craft employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked, unless required under the applicable prevailing wage determination.

642 It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the Construction Contract, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay

6.6.1 Except as otherwise required by State law, craft employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive pay in accordance with the applicable Master Labor Agreement.

6.6.2 A craft employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the craft employee's normal shift.

6.6.3 When a craft employee leaves the job or work location of his/her own volition or is

discharged for cause or is not working, the craft employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period in accordance with the applicable Master Labor Agreement.

Section 6.8 Make-up Days To the extent permitted by the applicable general wage determination, when a craft employee has been prevented from working for reasons beyond the control of the Contractor, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day subject to prevailing wage law.

ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, secondary strikes, sick-out strikes, and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain and maintain compliance with this Article.

Section 7.2 Employee Violations The Contractor shall discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement (MLA), or any local, regional, and other applicable collective bargaining agreements expire during the term of this Agreement, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application under this Agreement and/or failure of the involved parties to the Master Labor Agreement to enter into a new agreement. Terms and conditions of employment established during the term of the Construction Contract shall remain established and set. Otherwise to the extent that the Master Labor Agreement does expire and the parties to that Master Labor Agreement have failed to enter into a new agreement, work will continue under the terms of the Construction Contract on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors that are independently signatory to the affected Master Labor Agreement (hereinafter "Signatory Contractors"):

7.4.1 Each of the Unions with a Master Labor Agreement expiring must offer to its
Community Workforce Agreement

Signatory Contractors the right to continue working on the Project under interim agreements that retain all the terms of the expiring Master Labor Agreement, except that the Unions involved in such expiring Master Labor Agreement may each propose wage rates and Contractor contribution rates to employee benefit funds under the prior Master Labor Agreement different from what those wage rates and Contractor contributions rates were under the expiring Master Labor Agreements. The terms of the Union's interim agreement offered to its Signatory Contractors will be no less favorable than the terms offered by the Union to any other Contractors or group of Contractors covering the same type of construction work in Orange County.

742 Each of the Unions with a Master Labor Agreement expiring must offer to its Signatory Contractors the right to continue working on the Project under all the terms of the expiring Master Labor Agreement, including the wage rates and employer contribution rates to the employee benefit funds, if the Signatory Contractor affected by that expiring Master Labor Agreement agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then all affected Signatory Contractors shall pay to its craft employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each craft employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Signatory Contractors shall be solely responsible for any retroactive payment to its craft employees.

743 Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Signatory Contractors will be given one week after the particular Master Labor Agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Signatory Contractor fails to timely select one of the two options, the Signatory Contractor shall be deemed to have selected the provisions of 7.4.2.

Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of craft employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of craft employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of craft employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations

76.1 If a Contractor contends that there is any violation of this Article, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the CWA Administrator. The Executive Secretary and the leadership of the involved Union(s) will promptly notify and use their best efforts to cause the cessation of any violation of

this Article.

7.62 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the CWA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8.

Section 7.7 Withholding of Services for Failure to Pay Wages and Fringe Benefits

7.7.1 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Fund(s) in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Fund(s), the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay to the involved Contractor and to the CWA Administrator. Union will meet with the Contractor within the ten (10) day period to attempt to resolve the dispute.

7.7.2 Upon the payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such craft employees back to work. Notwithstanding anything to the contrary, the provisions for liquidated damages or any other delay related damages under the Construction Contract remain in full force and effect.

Section 7.8 Expedited Enforcement Procedure Any Party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1 The Party invoking this procedure shall notify the first arbitrator identified in the List of Arbitrators attached hereto as **Attachment D**. If this arbitrator identified in Attachment D is unavailable, the Party invoking this procedure shall notify the next arbitrator listed. Should none of the named arbitrators be available, an alternate arbitrator mutually agreed upon by the Parties will be selected to hear the matter. Expenses incurred in arbitration shall be borne equally by the Contractor and Unions involved in the arbitration and the decision of the arbitrator shall be final and binding on the Contractor and Unions, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by certified mail and will be deemed effective upon receipt.

7.8.2 Upon receipt of said notice, the arbitrator selected shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

7.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by the Contractor and Unions. A failure of any Contractor or Union to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the arbitrator.

7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, or 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If the Contractor or Unions desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the decision. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such decision shall be served on all Parties by hand or certified mail upon issuance.

7.8.5 Such decision shall be final and binding on Contractor and Unions and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the affected Contractor and Union. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's decision as issued under this Article, the Contractor and Unions waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive the Contractor or Unions' right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's decision shall be served on the Contractor and Unions by hand or by certified mail.

7.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Contractor or Unions to whom they accrue.

7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Contractor and Union involved in the matter.

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the craft employers parties to this Agreement, shall be settled

and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Unions involved in the dispute.

8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work; provided however, at no time shall the City be responsible for additional costs related to, associated with, or resulting from Union(s) jurisdictional disputes. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage Project Work activities without any limitations unless expressly limited or required by a specific provision of this Agreement or a Master Labor Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control all work activities;
- (b) Hire, promote, transfer and layoff craft employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all craft employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline craft employees for just cause;

(e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the CWA Administrator on its behalf) include, but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular craft employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing City services and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain City service levels and remain a good neighbor to those in the area of the Project Work. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the CWA Administrator and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise craft employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6.

Section 9.3 Use of Materials There will be no limitations or restrictions by Unions upon a Contractor's choice of materials, design, or utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties, and Guaranties

94.1 It is recognized that certain equipment of a highly technical and specialized nature as specified by the City or manufacturer may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. Unless otherwise required to prevent the

loss of or negate manufacturer warranties, the Unions agree to install such equipment without incident and as required by the manufacturer(s).

942 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

943 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the Project Work will precede as directed by the Contractor and the Parties shall promptly consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

10.1.1 This Agreement is intended to establish and foster continued close cooperation between the City, Contractors, and Unions. The Trades Council shall assign a representative to this Agreement for the purpose of assisting the local Unions, and working with the CWA Administrator, together with the Contractors, to complete the Project Work efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2 The Contractors and Unions, will attempt to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The CWA Administrator shall facilitate the processing of grievances under Articles 7, 8, and 10, including the scheduling and arrangements of facilities for meetings, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the Contractors and Unions to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any craft employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the craft employee shall, through his/her local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved

Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor(s) have a dispute and, if after conferring within ten (10) working days after the disputing Union(s) or Contractor(s) knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of a craft employee complaint.

Step 2. The business manager of the involved Union or his/her designee, together with the site representative of the involved Contractor, shall notify the CWA Administrator, and conduct a meeting between the Union and the Contractor within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Union(s) and Contractor(s) fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union(s) or Contractor(s) may proceed with the selection of an arbitrator from **Attachment D**, on a rotational basis in the order listed within seven (7) calendar days after the initial Step 2 meeting. The Union(s) and Contractor(s) shall notify the CWA Administrator of the date, time and request a meeting location for the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties.

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by consent of the Union(s) and Contractor(s) involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Union(s) and Contractor(s) in arbitration, shall be divided equally by the Union(s) and Contractor(s) involved. The City is responsible for providing meeting locations where the arbitration takes place.

Section 10.3 Limit on Use of Procedures The procedures contained in Article 10 shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any craft employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of

Article 10 to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice The CWA Administrator (and the City, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the CWA Administrator shall, upon his/her/their/its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Trades Council and all Unions, Contractors, and their craft employees shall comply with all applicable Federal, State, and local laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All craft employees shall comply with the safety regulations established by the Division of Occupational Safety and Health (Cal/OSHA), the City, or the Contractor. Craft employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the State laws and regulations, as well as the Costa Mesa City Municipal Code, or resolutions on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under State law through the Labor Commissioner or the Department of Industrial Relations (DIR).

Section 11.3 Violations of Law Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated Federal and/or State law or regulation, the City, upon notice to the GCC that it or its Subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), may take such action as it is permitted by law or Construction Contract to compel the Contractor to remedy the violation, subject to the applicable Construction Contract.

ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and craft employee compliance with applicable safety regulations established by the Division of Occupational Safety and Health (Cal/OSHA), or City safety rules, or Contractor safety rules. It is understood that craft employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

12.1.2 Craft employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. A craft employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3 The Contractor shall comply with the Substance Abuse Policy attached hereto as **Attachment E** and the City's Substance Abuse Policy attached hereto as **Attachment H**.

Section 12.2 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all craft employees as required by state law or regulation.

ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates, and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 14 APPRENTICES

Section 14.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the Local Hires, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Hires to commence and progress in Labor/Management Apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The City and the Trades Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 Use of Apprentices

14.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

14.2.2 The Unions agree to cooperate with the Contractor in furnishing Apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization both as to Apprentices and the overall supply of journey-level craft workers. The Unions and Trades Council will work to provide appropriate and maximum utilization of Apprentices and the continuing availability of both apprentices and journey-level craft workers.

14.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journey-level worker working on the Project where the

Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which he/she is participating.

14.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

ARTICLE 15 WORKING CONDITIONS

Section 15.1 Working conditions shall be established by the Contractor to meet all Federal, state, and local requirements, as well as those set forth in the Master Labor Agreements.

ARTICLE 16 PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing Project Work. All Subcontractors that have been awarded contracts by the GCC shall attend the Pre-Job conference. The Trades Council and the CWA Administrator shall be advised in advance of all such Pre-Job conferences and may participate if they wish. All work assignments shall be disclosed by the GCC and all Subcontractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. The GCC shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate Pre-Job conference for such newly included work. At no time shall the City be responsible for additional costs related to, associated with, or resulting from jurisdictional disputes or newly included work not previously identified in the Construction Contract.

ARTICLE 17 LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the Projects List specified in Section 2.2.1 and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Any amendment to this Agreement will require City Council approval. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this

Agreement. A JAC meeting shall only commence when at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council are present. For voting purposes, an equal number of City and Union representatives must be present.

Section 17.2 Functions of Joint Committee The JAC shall meet on a schedule to be determined by the JAC or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of a Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this JAC but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the City. Notice of the date, time, and place of meetings, shall be given to the JAC members at least three (3) days prior to the meeting.

ARTICLE 18 SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently, in delay of the bidding, awarding and/or construction of the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on other covered Project Work; provided however, that the continuance of the Project is not determined to be financially or legally detrimental to the City, at its sole and absolute discretion.

ARTICLE 19 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement

and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 20
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 21
DURATION OF THE AGREEMENT

Section 21.1 Duration

21.1.1 This Agreement shall be effective from the date of approval by City Council, and shall remain in effect for a period of five (5) years. This Agreement may be terminated by written agreement signed by the Parties; provided however, that any covered Construction Contract approved during this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the termination or expiration date of this Agreement.

21.1.2 This Agreement may be extended by amendment, as approved by the City Council.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF COSTA MESA
a municipal corporation

By:  on behalf of
Lori Ann Farrell Harrison
City Manager L.A.F.

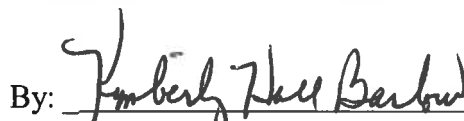
DATE: 8/22/2022

ATTEST:

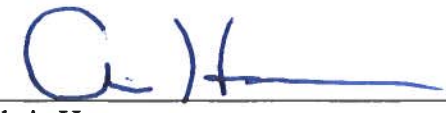
By: 
Brenda Green, City Clerk



APPROVED AS TO FORM:

By: 
Kimberly Hall Barlow, City Attorney

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: 
Chris Hannan
Executive Secretary

DATE: 8-2-2022

DATE: 8-23-2022

**LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS**

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 500)
 District Council of Laborers
 Electricians (Local 441)
 Elevator Constructors (Local 18)
 Gunit Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 Laborers (Local 300) (remediation)
 Laborers (Local 652)
 Laborers (Local 1184)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Steamfitters Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers/Fitters Local 582)
 Pipe Trades (Sprinkler Fitters Local 709)
 Plasterers (Local 200)
 Plaster Tenders Local (1414)
 Roofers & Waterproofers (Local 220)
 Sheet Metal Workers (Local 105)
 Teamsters (Local 952)
 Teamsters (Local 986)
 Southwest Regional Council of Carpenters

Eddy Rena
 Luis Miramontes NG
[Signature]
[Signature]
 DocuSigned by:
 [Signature]
 0515101738A444
[Signature]
 DocuSigned by:
 Sergio Rascon (LIUNA 300)
 00559014C9B440
 Adrian A. Espinoza
 F814E3200A51A82 signed by:
 [Signature]
 B50BA30225E440
Ronald J. Gibson
[Signature]
 Luis Robles
 Ben Chas PW
[Signature]
 Robert J. [Signature]
 [Signature]
 0/29/22
 DocuSigned by:
 N. Uribe
 4F23CB050C0A5E6
B. B. [Signature]
[Signature]
[Signature]
 John [Signature]

ATTACHMENT A

LETTER OF ASSENT

To be signed by all Contractors awarded Project Work covered by the Community Workforce Agreement with the City of Costa Mesa prior to commencing work.

[Contractor's Letterhead]

City of Costa Mesa Public Services Department
77 Fair Drive
Costa Mesa, CA 92626
Attn: CWA Administrator, Public Services Department

Re: Community Workforce Agreement - Letter of Assent

Dear CWA Administrator:

This is to confirm that [name of company] agrees to be party to and bound by the Community Workforce Agreement with the City of Costa Mesa effective _____, 202_ as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Community Workforce Agreement undertaken by [name of company] on the Project and [name of company] shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project Work within the scope of the Community Workforce Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.: _____

Project Name: _____

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council
Consistent with Section 2.6.2.]

ATTACHMENT B
LOCAL HIRE ZIP CODES

TIER 1
COSTA MESA CITY ZIP CODES

92626 and 92627

TIER 2
ORANGE COUNTY ZIP CODES

<u>90620</u>	<u>92630</u>	<u>92698</u>
<u>90621</u>	<u>92637</u>	<u>92701</u>
<u>90622</u>	<u>92646</u>	<u>92702</u>
<u>90623</u>	<u>92647</u>	<u>92703</u>
<u>90624</u>	<u>92648</u>	<u>92704</u>
<u>90630</u>	<u>92649</u>	<u>92705</u>
<u>90631</u>	<u>92650</u>	<u>92706</u>
<u>90632</u>	<u>92651</u>	<u>92707</u>
<u>90633</u>	<u>92652</u>	<u>92708</u>
<u>90680</u>	<u>92653</u>	<u>92711</u>
<u>90720</u>	<u>92654</u>	<u>92712</u>
<u>90721</u>	<u>92655</u>	<u>92728</u>
<u>90740</u>	<u>92656</u>	<u>92735</u>
<u>90742</u>	<u>92657</u>	<u>92780</u>
<u>90743</u>	<u>92658</u>	<u>92781</u>
<u>92602</u>	<u>92659</u>	<u>92782</u>
<u>92603</u>	<u>92660</u>	<u>92799</u>
<u>92604</u>	<u>92661</u>	<u>92801</u>
<u>92605</u>	<u>92662</u>	<u>92802</u>
<u>92606</u>	<u>92663</u>	<u>92803</u>
<u>92607</u>	<u>92672</u>	<u>92804</u>
<u>92609</u>	<u>92673</u>	<u>92805</u>
<u>92610</u>	<u>92674</u>	<u>92806</u>
<u>92612</u>	<u>92675</u>	<u>92807</u>
<u>92614</u>	<u>92676</u>	<u>92808</u>
<u>92615</u>	<u>92677</u>	<u>92809</u>
<u>92616</u>	<u>92678</u>	<u>92811</u>
<u>92617</u>	<u>92679</u>	<u>92812</u>
<u>92618</u>	<u>92683</u>	<u>92814</u>
<u>92619</u>	<u>92684</u>	<u>92815</u>
<u>92620</u>	<u>92685</u>	<u>92816</u>
<u>92623</u>	<u>92688</u>	<u>92817</u>
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<u>92628</u>	<u>92694</u>	<u>92831</u>
<u>92629</u>	<u>92697</u>	<u>92832</u>

<u>92833</u>	<u>92845</u>	<u>92866</u>
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<u>92838</u>	<u>92859</u>	<u>92871</u>
<u>92840</u>	<u>92861</u>	<u>92885</u>
<u>92841</u>	<u>92862</u>	<u>92886</u>
<u>92842</u>	<u>92863</u>	<u>92887</u>
<u>92843</u>	<u>92864</u>	<u>92899</u>
<u>92844</u>	<u>92865</u>	

ATTACHMENT C CITY OF COSTA MESA CWA CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and submit this form to the applicable Union to request craft workers that fulfill the hiring requirements for this Project. After submitting your request, please call the Union Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Community Workforce Agreement with the City of Costa Mesa establishes a goal that 35% of the total work hours shall be from Local Hires in the following order: first, area residents residing within those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, Veterans, regardless of their residency, primarily through, but not limited to, the Helmets to Hardhats program further described in Section 3.7, third, graduates of high schools whose district boundaries include any portion of Costa Mesa, regardless of their residency, fourth, graduates from the Building Trades multi-craft core curriculum, and fifth, area residents residing within the remainder of the U.S. Postal Service zip codes for Orange County, as attached hereto in "Attachment B." For dispatch purposes, employees described herein shall be referred to as "Local Hires."

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: CWA Administrator
From: Company: _____ **Issued By:** _____
 Contact Phone : () _____ **Contact Fax:** () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Hire or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:
Date worker was dispatched:
Is the worker referred a: (check all that apply)

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL HIRE	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

ATTACHMENT D
LIST OF ARBITRATORS

Louis Zigman
Mark Burstein
Walter Daugherty
Fred Horowitz
Sara Adler

ATTACHMENT E

SUBSTANCE ABUSE POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, Contractors may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Contractor may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Work Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Contractor a violation of the CWA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.

4. A Contractor that elects to implement drug testing pursuant to this Agreement shall require all craft employees on the Project Work to be tested. With respect to individuals who become employed on the Project Work subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Contractor may request urine samples only. The applicant or craft employee shall not be observed when the urine specimen is given. An applicant or craft employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No craft employee of the Contractor shall draw blood from a bargaining unit craft employee, touch or handle urine specimen, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant

or Contractor employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or craft employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or craft employee's expense. In the event of conflicting test results the Contractor may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or craft employee has tested positive, this shall be considered sufficient grounds to deny the applicant or craft employee his/her employment on the Project Work.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work shall again be subjected to drug testing with the following exceptions:

1. Craft employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Contractor may test employees following thirty (30) days advance written notice to the craft employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Contractor may test a craft employee where the Contractor has reasonable cause to believe that the craft employee is impaired from performing his/her job.

Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Craft employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

g Applicants or craft employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractor will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a The entire jobsite must be tested, including any craft employee or subcontractor's craft employee who worked on that project three (3) working days before or after the date of the test;

b Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected craft employees;

d Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the craft employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any craft employee found in any law, rule or regulation. Should any part of this Agreement be found

unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present craft employees, if tested positive, shall have the prerogative for rehabilitation program at the craft employee's expense. When such program has been successfully completed the Contractor shall not discriminate in any way against the craft employee. If work for which the craft employee is qualified exists, he/she shall be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or craft employee on any subsequent occasion.

12. The Contractor shall indemnify and hold the City of Costa Mesa and Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Attachment E and/or any program permitted hereunder.

13. Craft employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from craft employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Craft employees enrolled in substance abuse programs shall be subject to all Contractor rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This policy shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the Unions and Contractors hereto that a Contractor who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or craft employee a “quick” drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or craft employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or craft employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or craft employee who fails the “quick” screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the “quick” screen test shall be discarded immediately upon conclusion of the test. An applicant or craft employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the “quick” screen test.

ATTACHMENT F

PROJECT LIST

Fire Station 2 - Reconstruction
Fire Station 4 - Living Quarters Remodel
Fire Station 4 - Training Ground Improvements
Police Department - Emergency Operations Center & Property Evidence Facility
Police Substation - Upgrades
Brentwood Park – Improvements
Davis School Field & Lighting - Construction
Fairview Developmental Center Sports Complex
Kaiser Lighting and Turf
Lindbergh Park - Expand Park
Parsons - Lighting and Turf
Shalimar Park Expansion
Smallwood Park Reconstruction Project
TeWinkle Park - Lakes Repairs
Newport Boulevard Landscape Improvements - 19th St. to Bristol St.
Adams Ave.- Harbor Blvd. To Santa Ana River
Cherry Lake Storm Drain System - Phase I, II & III
Cherry Lake Storm Drain System - Phase IV & V
Citywide Storm Drain Improvements
Citywide Street Improvements
Westside Storm Drain Improvements
Adams Avenue Bicycle Facility- Fairview Rd. to Harbor Blvd.
Bristol St. / Sunflower Ave. - Intersection Improvement (Add 3rd NBL)
Eastside Traffic Calming (Cabrillo St., 18th St., 22nd St.)
Fairview Rd./ Wilson St. - Improvements (Add EBT, WBT)
Greenville-Banning Channel Pt. 2 (Santa Ana River Trail to South Coast Dr.)
Harbor Blvd. / Gisler Ave. - Intersection Improvements (Add SBR)
Harbor Blvd. / South Coast Dr. - Intersection Improvement (Add EBR)
Harbor Blvd./ Adams Ave. - Intersection Improvements (Add NBL, NBR)
Mission- Valencia Multi-Modal Access and Circulation Improvements
Newport Boulevard Widening - From 19th St. to 17th St.
Paularino Channel - Multipurpose Trail
SR-55 Frwy. N/B / Baker St. - Intersection Improvement (Add NBL, EBL)
West 17th St. Widening - (Newport Boulevard to Placentia Avenue)
Wilson Street Widening - from College Ave. to Fairview Rd.

ATTACHMENT G

UNION CONTACT INFORMATION

**Asbestos Heat & Frost Insulators
(Local 5)**

3833 Ebony St. Ontario, CA
Tel: (909) 390-3401
Fax: (909) 390-3405

Boilermakers (Local 92)

2260 S. Riverside Avenue
Bloomington, CA 92316
Tel: (909) 877-9382
Fax: (909) 877-8318

**Bricklayers & Allied Craftworkers
(Local. 4)**

2679 Sierra Way
LA Verne, CA 91750
Tel: (626) 739-5600
Fax: (626) 739-5610

Drywall Finishers Local 1136

Corporate Center Drive
Monterey Park, CA 91754
Tel: (626) 296-8003
Fax: (626) 296-8076

Electricians (Local 441)

309 N Rampart St.
Orange, CA 92868
Tel: (714) 939-3131
Fax: (714) 939-3132

Elevator Constructors (Local 18)

2011 E Financial Way
Glendora, CA 91741
Tel: (626) 449-1869
Fax: (626) 577-1055

Operating Engineers (Local 12)

150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-8900
Fax: (626) 792-9039

Glaziers (Local 636)

1155 Corporate Center Dr.
Monterey Park, CA 91754
Tel: (626) 448-1565
Fax: (626) 797-8395

Gunit Workers (Local 345)

P.O. Box 3339
Burbank, CA 91508
Tel: (818) 846-1303
Fax: (818) 846-1226

Iron Workers (Reinforced – Local 416)

13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)

17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

**Laborers (Local 300
Remediation)**

2005 W. Pico Blvd.
Los Angeles, CA 90006
Tel: (213) 385-3550
Fax: (213) 385-6985

Laborers (Local 652)

1532 Chestnut Ave.
Santa Ana, CA 92701
Tel: (714) 542-7203
Fax: (714) 542-3724

Laborers (Local 1184)

1128 La Cadena Dr.
Riverside, CA 92507
Tel: (951) 684-1484
Fax: (951) 779-1445

Painters & Allied Trades (Local 1036)

1155 Corporate Center Drive
Monterey Park, CA 91754
Tel: (626) 584-9925
Fax: (626) 584-1949

Plaster Tenders (Local 1414)

1055 W. Second Street
Pomona, CA
Tel.: (909) 622-8500
Fax: (909) 623-5244

Plumbers & Fitters (Local 582)

1916 W. Chapman Ave
Orange, CA 92868
Tel : (714) 978-0582
Fax: (714) 978-1582

Pipe Trades (Local 250)

*Steamfitters/Air Conditioning/
Refrigeration / Industrial Pipefitters*
18355 S. Figueroa St.
Gardena, CA 90248
Steamfitters: Tel: (310) 660-0035
Fax: (310) 329-2465
AC/Refrig. Tel: (310) 660-0045
FAX: (310) 329-2465

Pipe Trades (Local 345)

*Landscape, Irrigation, Underground &
Specialty Piping*
1430 Huntington Dr.
Duarte, CA 91010
Tel: (626) 357-9345
Fax: (626) 359-0359

**Pipe Trades (Sprinkler Fitters –
Local 709)**

12140 Rivera Road
Whittier, CA 90606
Tel: (562) 698-9909
Fax: (562) 698-7255

Plasterers (Local 200)

1610 W. Holt Ave.
Pomona, CA 91768
Tel: (909) 865-2240
Fax: (909) 865-9392

Cement Masons (Local 500)

331 Corporate Terrace Circle
Corona, CA 92879
Tel.: (714) 554-0730
Fax: (714) 265-0780

**Resilient Floor & Dec. Covering
(Local 1247)**

1155 Corporate Center Dr.
Monterey Park, CA 91754
Tel: (626) 296-8058
Fax: (626) 296-8048

Roofers & Waterproofers (Local 220)

283 N Rampart St Suite F
Orange, CA 92868-1852
Tel: (714) 939-0220
Fax: (714) 939-0246

Sheet Metal Workers (Local 105)

2120 Auto Centre Dr., Suite 105
Glendora, CA 91740
Tel: (909) 305-2800
Fax: (909) 305-2822

**Southwest Regional Council of
Carpenters**

533 S. Freemont Avenue, 10th Floor
Los Angeles, CA 90071
Tel: (213) 385-1457
Fax: (213) 385-3759

Teamsters (Local 952) Redi mix

140 S Marks Way
Orange, CA 92868
Tel: (714) 740-9860
Fax: (714) 978-0576

Teamsters (Local 986) Const

1430 E. Holt Ave.
Covina, CA 91724
Tel: (626) 350-9860
Fax: (626) 448-0986

Tradeshow and Sign Crafts (Local 831)

1155 Corporate Center Drive
Monterey Park, CA 91754
Tel: (626) 296-8086
Fax: (626) 584-1949

ATTACHMENT H
CITY SUBSTANCE ABUSE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-6	8-8-89	1 of 3

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

ATTACHMENT A
LETTER OF ASSENT

To be signed by all Contractors awarded Project Work covered by the Community Workforce Agreement with the City of Costa Mesa prior to commencing work.

[Contractor's Letterhead]

City of Costa Mesa Public Services Department
77 Fair Drive
Costa Mesa, CA 92626
Attn: CWA Administrator, Public Services Department

Re: Community Workforce Agreement – Letter of Assent

Dear CWA Administrator:

This is to confirm that **[name of company]** agrees to be party to and bound by the Community Workforce Agreement with the City of Costa Mesa effective January 1, 2021, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Community Workforce Agreement undertaken by **[name of company]** on the Project and **[name of company]** shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project work within the scope of the Community Workforce Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.: _____

Project Name: _____

[Copies of this letter must be submitted to the CWA Administrator and the Trades Council
Consistent with Section 2.6.2]