CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda - Final Amended

Tuesday, September 2, 2025 **6:00 PM** **City Council Chambers**
77 Fair Drive

***Note: All agency memberships are reflected in the title "Council Member"**
4:00 P.M. Closed Session

Council Member Marr will be attending the meeting via Zoom Webinar from:
1127 Gambel Oak Way, Park City UT.

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE
Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

Favor de comunicarse con la Secretaria Municipal al (714) 754-5225 para solicitar servicios de interpretación de idioma para las juntas de la Ciudad. Se pide notificación por lo mínimo 48 horas de anticipación, esto permite que la Ciudad haga los arreglos necesarios.

Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true and online at youtube.com/costamesatv.

Closed Captioning is available via the Zoom option in English and Spanish.

Members of the public are welcome to speak during the meeting when the Mayor opens the floor for public comment. There is no need to register in advance or complete a comment card. When it's time to comment, line up at one of the two podiums in the room and wait for your turn. Each speaker will have up to 3 minutes (or as directed) to address the City Council.

To maintain a respectful and orderly atmosphere during the meeting, attendees shall refrain from using horns or amplified speakers. Signs and props may be brought into the Chamber, provided they do not hinder the visibility of other attendees. The possession of poles, sticks, or stakes is strictly prohibited.

All attendees must remain seated while in the chamber until instructed by the Presiding Officer to approach and line up for public comment. To ensure safety and maintain order during the proceedings, standing or congregating in the aisles or foyer is strictly prohibited.

Further information regarding the City's regulations on addressing the City Council and expected conduct during meetings are available at the following links.

Title 2: Administration
§ 2-61: Conduct while addressing the council.
https://ecode360.com/42609578

Title 2: Administration
§ 2-64: Disorderliness by members of the audience.
https://ecode360.com/42609598

As a courtesy, the public may participate via the Zoom option.

Zoom Webinar: (For both 4:00 p.m. and 6:00 p.m. meetings)
Please click the link below to join the webinar:
https://us06web.zoom.us/j/89982812676?pwd=oX6BGzSScr92QUVyg1m0SN8HSTnoqj.1
Or sign into Zoom.com and “Join a Meeting”
Enter Webinar ID: 899 8281 2676/ Password: 772583
• If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
• Select “Join Audio via Computer.”
• The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
• During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)
Call: 1 669 900 6833 Enter Webinar ID: 899 8281 2676/ Password: 772583
During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Note, if you have installed a zoom update, please restart your computer before participating in the meeting.

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov.

Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to cityclerk@costamesaca.gov, submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Kindly submit materials to the City Clerk AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m. on the day of the meeting.

Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the processes set forth above, please contact the City Clerk at (714) 754-5225 or cityclerk@costamesaca.gov and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City's website.

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

Note regarding agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5): Any related documents provided to a majority of the City Council after distribution of the City Council Agenda Packets will be made available for public inspection. Such documents will be posted on the city's website and will be available at the City Clerk's office, 77 Fair Drive, Costa Mesa, CA 92626.

All cell phones and other electronic devices are to be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to conduct a phone conversation.

Free Wi-Fi is available in the Council Chambers during the meetings. The network username available is: CM_Council. The password is: cmcouncil1953.

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing. Agendas and reports can be viewed on the City website at https://costamesa.legistar.com/Calendar.aspx. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (714) 754-5225. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

En conformidad con la Ley de Estadounidenses con Discapacidades (ADA), aparatos de asistencia están disponibles y podrán ser prestados notificando a la Secretaria Municipal. Si necesita asistencia especial para participar en esta junta, comuníquese con la oficina de la Secretaria Municipal al (714) 754-5225. Se pide dar notificación a la Ciudad por lo mínimo 48 horas de anticipación para garantizar accesibilidad razonable a la junta. [28 CFR 35.102.35.104 ADA Title II].

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given a total of three minutes to speak on all items on the Closed Session agenda.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - TWO CASES
   Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

2. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE
   Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   Name of Case: RDK Group Holdings, LLC v. City of Costa Mesa,
   Orange County Superior Court Case No. 30 2025 0149581 CU WM WJC

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   Name of Case: Farrell Harrison v. City of Costa Mesa, et al.,
   Orange County Superior Court Case No. 30-2025-01495293-CU-WM-CJC

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa,
   U.S. District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   Name of Case: Perdomo, et al. v. Noem, et al.,
   United States District Court for the Central District of California Case No. 2:25-cv-05605-MEMF-SP

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   Name of Case: DBO Investments CM, LLC v. Costa Mesa
   Orange County Superior Court Case No. 30-2023-01360125-CU-CR-NJC.

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

SEPTEMBER 2, 2025 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
Interim City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

[Per Council Policy 000-12, these presentations are made by community volunteers stating their own views. The City Council disclaims any intent to endorse or sponsor the views of any speaker.]

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. Proclamation: 2025 Hunger Action Month

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA
Comments on Presentations and Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS
Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

1. Council Member Pettis
2. Council Member Buley
3. Council Member Gameros
4. Council Member Marr
5. Council Member Reynolds
6. Mayor Pro Tem Chavez
7. Mayor Stephens

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. **PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS** **25-422**

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

2. **READING FOLDER** **25-423**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Warren Franklin, Carolyn Hanson, Craig Marshall, Daisy Martinez.

3. ADOPTION OF WARRANT RESOLUTION **25-404**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2739.

Attachments: 1. Summary Check Registration 7-25-2025
2. Summary Check Registration 7-31-2025
3. Summary Check Registration 8-7-2025
4. Summary Check Registration 8-14-2025

4. MINUTES **25-424**

RECOMMENDATION:

City Council approve the minutes of the Special Closed Session meetings of July 1, 2025 and July 8, 2025.

Attachments: 1. 07-01-2025 Draft Minutes
2. 07-08-2025 Draft Minutes

5. AGREEMENT FOR A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE CITY OF COSTA MESA AND NEWPORT-MESA UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2025-2026 **25-386**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the agreement for a School Resource Officer (SRO) Program between the City of Costa Mesa and Newport-Mesa Unified School District (NMUSD) for Fiscal Year 2025-26.

2. Authorize the Interim City Manager to execute the agreement.

Attachments: 1. Costa Mesa SRO Agreement FY25-26
2. 2025-26 SRO Projection

6. **MAINTENANCE SERVICES AGREEMENTS FOR ON-CALL HVAC MAINTENANCE AND REPAIRS** **25-416**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the Interim City Manager and the City Clerk to execute a two-year Maintenance Services Agreement (MSA) to provide on-call Heating, Ventilation and Air-Conditioning (HVAC) mechanical automation system repairs and maintenance services, with three (3) one-year renewal periods, in an aggregate amount not to exceed $200,000 annually in a form as approved by the City Attorney to:
   - FM Thomas
   - Harbor Pointe
   - Southland Industries
2. Authorize the Interim City Manager and the City Clerk to execute the agreements and any authorized amendments to the agreements.

Attachments: 1. On-Call HVAC Maintenance Services Agreements

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR

----------END OF CONSENT CALENDAR----------

PUBLIC HEARINGS:

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

1. **INTRODUCTION OF AN ORDINANCE ADDING CHAPTER XVI (PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE) TO TITLE 11 (OFFENSES-MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL SALE OR DISTRIBUTION OF NITROUS OXIDE IN THE CITY** **25-379**

   RECOMMENDATION:

   Staff recommends the City Council introduce for first reading, by title only, Ordinance No. 2025-xx, adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful sale or distribution of nitrous oxide in the City.

   Attachments: 1. Draft Ordinance

2. **FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2024060115), GENERAL PLAN AMENDMENT, REZONE, SPECIFIC PLAN AMENDMENT, MASTER PLAN, VESTING TENTATIVE PARCEL MAP, DENSITY BONUS, AND DEVELOPMENT AGREEMENT FOR HIVE LIVE, A THREE-PHASED, 1,050-UNIT, RESIDENTIAL DEVELOPMENT WITH 3,692-SQUARE-FOOT RETAIL COMPONENT AT 3333 SUSAN STREET** **25-421**

   RECOMMENDATION:

   Staff recommends the City Council continue the open public hearing to the October 7, 2025, City Council meeting.

   Attachments: Agenda Report
   1. Continuation Request

3. **APPEAL OF THE DIRECTOR OF DEVELOPMENT SERVICES' DETERMINATION THAT CANNABIS BUSINESS PERMIT MQ-21-15 FOR A CANNABIS STOREFRONT LOCATED AT 2301 NEWPORT BOULEVARD (CULTURE CANNABIS CLUB) IS NON-OPERATIONAL AND ABANDONED** 25-394

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the appeal is not subject to the California Environmental Quality Act per California Public Resources Code Section 15268.
2. Uphold the Director of Development Services' determination that Cannabis Business Permit MQ-21-15 is nonoperational and abandoned pursuant to Costa Mesa Municipal Code Section 9-495(h)(16) and find that the Permit is invalid and of no further force and effect.

Attachments: Agenda Report
1. Resolution
2. Appeal Application
3. Notice of Abandonment and Eviction

OLD BUSINESS:

1. **SECOND READING AND ADOPTION OF AN ORDINANCE TO REZONE THE PROJECT SITE FROM ADMINISTRATIVE AND PROFESSIONAL (AP) TO MULTIPLE FAMILY RESIDENTIAL (R3) FOR THE 142 UNIT RESIDENTIAL OWNERSHIP PROJECT LOCATED AT 3150 BEAR STREET (MERITAGE HOMES)** 25-403

RECOMMENDATION:

Staff recommends that the City Council give second reading to and adopt Ordinance No. 2025-05 to approve the rezone for subject property from Administrative & Professional (AP) to Multiple Family Residential (R3).

Attachments: Agenda Report
1. Ordinance No. 2025-05

2. **AWARD OF THE TEWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT, CITY PROJECT NO. 24-12, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION** **25-390**

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.

2. Adopt plans, specifications, and working details for the TeWinkle Park Lakes Repair and Rehabilitation Project, City Project No. 24-12.

3. Award a Public Works Agreement (PWA) for construction to Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) 2610 Avon Street, Newport Beach, California 92663 in the amount of $2,459,777, and authorize a ten percent (10%) contingency in the amount of $245,978 for unforeseen costs related to this project.

4. Authorize the Interim City Manager and the City Clerk to execute the PWA for Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) and future amendments to the agreement within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. In addition, the proposed action is exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

Attachments: 1. Bid Reduction Summary
2. PWA

3. AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR CATEGORY 6A (CAT6A) STRUCTURED CABLING AND VERKADA CAMERA INSTALLATION WITH BCS CONSULTANTS 25-388

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the Interim City Manager and City Clerk to execute a Professional Services Agreement (PSA) for network cable and camera installation to BCS Consultants, 9910 Irvine Center Drive, Irvine, CA 92618 in the amount of $740,684 for a two-year term, with the option for a one (1) one-year renewal.

2. Authorize a five percent (5%) contingency in the amount of $37,034 for unforeseen costs.

3. Authorize the Interim City Manager or designee to execute future authorized amendments to the agreement.

Attachments: 1. RFP 25-05
2. BCS PSA
3. BCS Proposal
4. BCS Revised Proposal

4. **REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE RESULTS OF THE ORANGE COUNTY POWER AUTHORITY (OCPA) FEASIBILITY STUDY** **25-417**

RECOMMENDATION:

Staff is requesting that the City Council:

1. Receive and file the feasibility study conducted by the Orange County Power Authority (OCPA) and the corresponding presentation led by OCPA;

2. Provide direction on the substantial staff research required to evaluate joining OCPA; and

3. Direct staff to identify available funding for any costs associated with Costa Mesa's potential membership in OCPA.

Attachments: 1. OCPA Feasibility Study
2. OCPA Rates Commercial Customers 3-24-25
3. OCPA Rates Residential Customers 3-24-25
4. OCPA- 2025-26 Fiscal Year Operating Budget

NEW BUSINESS:

1. AWARD OF THE FAIRVIEW ROAD ACTIVE TRANSPORTATION AND REHABILITATION PROJECT, CITY PROJECT NO. 25-10, STATE PROJECT NO. CRASL-5312(106), AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION **25-389**

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.

2. Adopt plans, specifications, and working details for the Fairview Road Active Transportation and Rehabilitation Project, City Project No. 25-10, State Project No. CRASL-5312(106).

3. Award a Public Works Agreement (PWA) for construction to Hardy & Harper, Inc., 32 Rancho Circle, Lake Forest, California 92630, in the amount of $2,860,000, and authorize a ten percent (10%) contingency in the amount of $286,000 for unforeseen costs related to this project.

4. Authorize the Interim City Manager and the City Clerk to execute the PWA for Hardy & Harper, Inc., and future amendments to the agreement within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. In addition, the proposed action is exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

Attachments: 1. Bid Abstract
2. PWA

2. **UPDATE ON SUPPORT SERVICES AND ASSISTANCE FOR RESIDENTS AND TRACKING OF AT-FAULT EVICTIONS** **25-418**

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file staff's update on the donation of $100,000 to two local non-profit organizations, Enough for All Fund ($50,000) and Someone Cares Soup Kitchen ($50,000) to provide assistance to impacted residents.
2. Request direction on tracking at- fault evictions.

3. **UPDATE ON OPTIONS FOR LEGAL ASSISTANCE FOR RESIDENTS AND POTENTIAL PARTICIPATION IN LAWSUIT CHALLENGING ROAMING IMMIGRATION ENFORCEMENT PATROLS** **25-436**

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file this update on options to provide legal defense funding to assist residents in connection with federal immigration enforcement and direct staff accordingly.
2. Consider whether and how to participate in Perdomo, et al. v. Noem, et al., United States District Court for the Central District of California, Case No. 2:25-cv-05605-MEMF-SP.

Attachments: 1. Order granting TRO - Perdomo
2. Court of Appeal Order Upholding TRO - Perdomo
3. Los Angeles, et al. Amicus Brief

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

ADJOURNMENT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-422 **Meeting Date:** 9/2/2025

TITLE:

PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-423 **Meeting Date:** 9/2/2025

TITLE:

READING FOLDER

DEPARTMENT: City Manager's Office/City Clerk's Division

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Warren Franklin, Carolyn Hanson, Craig Marshall, Daisy Martinez.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-404 **Meeting Date:** 9/2/2025

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: **FINANCE DEPARTMENT**

PRESENTED BY: **CAROL MOLINA, FINANCE DIRECTOR**

CONTACT INFORMATION: **CAROL MOLINA, FINANCE DIRECTOR AT (714) 754-5243**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2739.

BACKGROUND:

In accordance with Section 37202 of the California Government Code, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

FISCAL REVIEW:

Funding Payroll Register No. 25-15 On Cycle for $4,358,854.04, 25-15 “A” Off Cycle for $0, 25-16 On Cycle for $4,222,130.29, 25-17 On Cycle for $4,350,741.39, and City operating expenses for $8,209,148.49.

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0253936	7/23/2025	V	Rosa Villalobos	0000030671	06/06/25	(500.00)
		Line Description:	Did not received payment.			
0254250	7/23/2025	V	Joe Mar Polygraph & Investigation	0000027462	06/27/25	(3,500.00)
		Line Description:	Company name changed issue to new name.			
					TOTAL	**($4,000.00)**

276,549.43
0.00
930.00
1,944,154.68
(500.00)
(3,500.00)

$ 2,217,634.11

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254655	07/22/25	P	Jurassic Parties	0000029272		930.00

Line Description: DRC Event-7/22/25
DRC Entertainment-7/22/25

TOTAL **$930.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020459	07/25/25	O	US Bank *Line Description:* Overflow	0000002228	0.00
020460	07/25/25	O	US Bank *Line Description:* Overflow	0000002228	0.00
020461	07/25/25	O	US Bank *Line Description:* Overflow	0000002228	0.00
020462	07/25/25	O	US Bank *Line Description:* Overflow	0000002228	0.00
				TOTAL	**0.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020452	07/25/25	P	Enterprise Rent A Car	0000002131	6,646.02
		Line Description:	Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental		
020453	07/25/25	P	Jack R. Sweeney	0000030173	4,331.70
		Line Description:	3190 E Airport Dr Rental-Aug25		
020454	07/25/25	P	Jones Mayer	0000014653	134,303.20
		Line Description:	#130579-Rivera #130582-Vargas #130584-Wilson #130551-Banegas #130559-Dev Svc #130561-Finance #130564-Housing #130573-Olive 3 #130576-Percival #130581-Schaefer #130545-2271 Mesa #130549-Alexander #130562-Fire Dept #130563-Hive Live #130580-Salehpour #130548-Abdulmagid #130553-City Clerk #130555-City Clerk #130572-Ohio House 3130578-Public Svc #130583-Veramancini #130546-374 Woodland #130547-599 W Wilson #130557-City Council #130552-City Attorney #130558-DAlessio 1983		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:
#130544-113 Clearbrook
#130550-Animal Control
#130554-City Clerk PRR
#130565-Human Resource
#130543-#1095 Sea Bluff
#130575-Park & Comm Svc
#130560-Farrell Harrison
#130566-Insight Psychology
#130466-IT
#130483-PD
#130456-FDC
#130470-Leik
#130472-Mood
#130450-Coats
#130476-Olive
#130459-Harvey
#130477-Opioid
#130478-Oshiro
#130485-Querry
#130490-Vargas
#130492-Wilson
#130454-Dev Svc
#130457-Finance
#130462-Holland
#130463-Housing
#130474-O'Keefe
#130468-Jahanbin
#130481-Percival
#130441-966 Joann
#130443-Alexander
#130458-Fire Dept
#130460-Hernandez
#130461-Hive Live
#130486-Risk Mgnt
#130488-Salehpour
#130434-2162 Maple
#130442-Abdulmagid
#130447-City Clerk
#130452-City Clerk

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	#130467-Jahanbin 2 #130475-Ohio House #130484-Public Svc #130436-2292 Canyon #130439-544 Bernard #130491-Veramancini #130433-1963 Wallace #130437-374 Woodland #130440-599 W Wilson 3130449-City Manager #130446-City Attorney #130453-DAlessio 1983 #130482-Planning Comm #130444-Animal Control #130464-Human Resource #130479-Park & Comm Svc #130438-440 Fair/1179 NP #130451-Code Enforcement #130455-Farrell Harrison #130469-Jamboree Housing #130430-1095 Sea Bluff Dr #130431-113 Clearbrook Ln #130432-1858 Newport Blvd #130465-Insight Psychology #130567-IT #130577-PD #130569-May #130568-Leik #130480-Peper #130556-Coats #130570-Nasiri #130571-OKeefe #130574-Opioid			
020455	07/25/25	P	Julianne Hernandez	0000027156		16.00
		Line Description:	Sexual Assualt Domestic Violence-1st Responde			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020456	07/25/25	P	Kristofer Moore	0000025526		80.00
		Line Description:	Supervisory Course			
020457	07/25/25	P	Michael Luu	0000026362		401.00
		Line Description:	Clothing Allowance 2024-25			
020458	07/25/25	P	US Bank	0000002228		130,771.51
		Line Description:	CADET Patches DeWalt Jab Saw File Sharing Membership Plastic Buckles Side Release Tool Organizing Bin, Screwdriv SWAT Targets Accidental Purchase Waters-Protest Response Stock-Trim/Hoses Controlled Drug Box CFED Conf Lodging (2) Controlled Drug Boxes FF/PM Raisdanna Initial OCEMS Renewal of Online Test Making Tools Stock-Tools/Supplies Laser Distance Measurer Office Equipment-Engineering Water for Sta4 Water & Gatorade Dept Conf Call Line Snacks (Engineers Test) Tough Tote Storage Bins Dryclean CMFR Tablecloths Registration-Capt Maldonado Membership Renewal-Chief Stefa CNG-Unit 342 Business Meeting Doordash Membership		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:

ITE Conf-Snr Engineer
Active Transportation Mtg
Small Tools-Transportation
OCTEC Mtg-Transport Svs Staff
Leather Portfolio Note Pad
Oral Board
Retirement Title
Svc Awards Ceremony
Conference Registrations-2
Meet & Greet
Fire Recruitment
Svc Awards Ceremony
Monthly Subs
Reg for CMTV CAPIO Awards
Reg for Golden Hub Awards
Business Meeting CM Reynolds
Refreshments Employee Picnic
Reg Volunteers Justice MPT Cha
Fraud Charges
4 Membership Renewals
Coffee Maker 1st Fl Breakroom
City Council Meeting Dinner
Reg CalCities Annual Conf DCM
Room Charges ACM
Credit Booth Supplies
Oral Board
Employee Picnic
Fire Recruitment
Conference Flights
Svc Awards Ceremony
Conference Registration-2
Health/Wellness Lunch/Learn
ReMarkable Annual Fee
CBI Acronis Prem Annual Fee
Zoom-Monthly
MISAC SCA Membership
Tech Supplies for iPad
Excursion Fee Credit Day Camp
Excursion Fee-Day Camp 6/17/25

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Arts/Crafts Supp-ROCKS			
			Equipment-Adult Sports			
			Promo Items-Adult Sports			
			Camp Supplies			
			CDL Test-Staff			
			Food-Teen Camp			
			Lifeguard Uniforms			
			Teen Camp Excursions			
			Teen Excursion Refund			
			Teen Camp Excursions Parking			
			iCloud Memberships			
			Client Documentation			
			Rideshare for Client			
			BHBH Housing Supplies New Move			
			Outreach Event Business Meetin			
			Ice-NHCC			
			Equipment-NHCC			
			Snacks-Teen Camp			
			Sunscreen-Teen Camp			
			Coffee Supplies-NHCC			
			Supplies-Dive In Movie			
			Teen Excursions Parking			
			Rec Equip-Teen Center/Camp			
			Refund-Lost Coffee Dispenser			
			Button Making Equip-Teen Camp			
			Office Supplies			
			Movie Monday Refreshments			
			Monthly-Spotify,Amazon,Cricut			
			First Aid Cert-Public Safety			
			Monthly Subs			
			Return of Equipment for CMTV			
			Supplies/Tools			
			Supp-Flowerpot Painting Class			
			Supp/Refresh-Independence Day			
			Food-Veteran Social Group			
			Online Sub			
			Business Meeting			
			Water-Meetings			
			ReMarkable Monthly			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Flowers-Employee Recognition			
			Uniform-Recruits			
			Drinks-PD Testing			
			Food-PD Oral Interview			
			Parking-Crt Appear-OFC Tu			
			Coin Wrappers			
			Office Supplies			
			Subscription Renewal			
			Membership Renewal (2)			
			Refund for Laptop Cover			
			Mesa Water			
			Public Safety Items			
			Handcuffs and Leg Irons			
			Lodging-Gang Conf-3 OFC			
			Tuition-Honor Guard-7 HGs			
			Tuition-CCUG Seminar-1 OFC			
			Supp-Phsycial Agility Testing			
			Monthly Charge for Council			
			Office Supplies			
			Monthly Subs			
			Business Meetings			
			Reg for CalCities Conf			
			Business Meeting with CM Buley			
			Manager Burman's Comm ITSP Mtg			
			Microfiber Cleaning Cloths-Ops			
			Paper Supplies			
			Coffee Supplies			
			Monthly-WaitWhile			
			Lorenzana Personal Charge			
			Uniform-Recruits			
			Holsters-New Firearms			
			Bagels-FTO Meeting			
			Red Plastic Fire Hats			
			Drill Bits			
			PD Supplies			
			PD Antennas/Telephone Sets			
			Bagels; Walk of Honor at Sta1			
			Teambldg/Ldrshp Resource			
			Extinguisher Brackets-PR Truck			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:
K9 Related Purchases
Tough Tote
Office Supplies
Promo Items
Food:Fire on Cadilac 3rd Alarm
Reconnection Outreach Client
BHBH Housing Supplies New Move
Health&Safety Purchase Air Pur
Art Crawl
Make Music Day
Lodging-Pro Dev
Per Diem-Pro Dev
Artshow.com-ARTventure
Transportation-Pro Dev
Supp-Independence Day
CLETS Membership
Lodging-EVOC-1 OFC
Tuition-Driving PSP-10 OFC
Lodging-Sherman Blk 5-1 OFC
Audible-Pro Dev Book
Excursion Fee-Day Camp
Food/Drink-Public Meeting
Dais Snacks
Council Meeting Dinner
reMarkable Monthly Subs
Employee Picnic Refreshments
Frames for Proclamations&Award
Promotional Items for July 3rd
Refreshments for Batting Cages
Fraud Charge
Unrecognized Charge
Personal Charge-City Reimburse
Cannabis Cloud Base Storage
Cannabis Software Applications
CALBO Training Institute Webin
Training for Building Technici
Trash Can-Basement
3 Hanging Display Cases
Lunch-4th of July Staff

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Computer Mount-Patrol Car			
			CPO Membership Association			
			Command Strips-Hang Signage			
			Food-Homicide Staff			
			GPS Tracker Svc Extension			
			Lockable Storage Cabinets			
			USB Charging Cable			
			Refreshments-Cal Chiefs			
			Chief Badge-3D-Wall CMPD			
			Garment Rack-Table Cloths			
			Chief Accomplishments Book			
			Monthly-Vimeo, Adobe,iCloud			
			Breakfast for BC Chiefs Interv			
			Coffee for BC Chiefs Interview			
			Office Supplies			
			Quatermania Event			
			Goody Bags-PD Tour			
			Lunch-2 Volunteers			
			Citizens Academy Ceremony			
			Members Due-Chief			
			Air Purifier Filter Replacemen			
			CERT Class Graduation			
			Certificate Holders for BPA			
			CERT Snacks, Water, Plates, Na			
			Registration-IAEM Conf			
			Fuel for 501			
			Coffee for Entrapment Seminar			
			2 TVs-PD Property Warehouse			
			Employee Recognition-PD Srv Fl			
			Engraving-Distract Drvr Plaque			
			Office Supplies-Animal Control			
			Laundry Supp-Jail			
			Food; OES PrePosition			
			Lodging; OES PrePosition			
			AC Truck Running Board			
			Partial Return-AC Truck Run Br			
					TOTAL	**$276,549.43**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254656	07/25/25	P	Alliant Insurance Services Inc	0000017608	694,691.57
		Line Description:	Property/Bldng Ins Prem Earthquake Ins Prem Excess Cyber Liability Ins Excess Cyber Liability Ins		
0254657	07/25/25	P	BPS Tactical Inc	0000023962	19,444.42
		Line Description:	Vest Covers for Professional S		
0254658	07/25/25	P	Bracken's Kitchen Inc	0000029468	19,676.06
		Line Description:	Shelter Meals Svc 6/30-7/13/25 Shelter Meals Svc 6/30-7/13/23		
0254659	07/25/25	P	Environmental Systems Research Institute	0000008184	20,005.00
		Line Description:	ARCGIS SOFTWARE 7/6/25-7/6/26		
0254660	07/25/25	P	PRISM	0000029319	766,414.00
		Line Description:	Major Crim Ins Prem 2025-26 Pollutoin Ins Prem 7/25-6/26 Genral/Excess Liabil Ins 25-26		
0254661	07/25/25	P	Save Our Youth	0000003929	15,249.69
		Line Description:	Reimbursement SOY Jan-Jun 25		
0254662	07/25/25	P	TCCG Tech Coast Group LLC	0000029936	105,000.00
		Line Description:	Professional Services Agreemen		
0254663	07/25/25	P	AGA Engineers Inc	0000028838	8,300.00
		Line Description:	On Call Svc-Jun 2025		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254664	07/25/25	P	AT & T	0000001107	117.70
		Line Description:	Internet-Fleet Svs		
0254665	07/25/25	P	AT & T	0000001107	165.99
		Line Description:	911 Cama Trunks 7/14-8/14/25		
0254666	07/25/25	P	AT & T Mobility	0000001107	93.30
		Line Description:	Dispatch Cells 5/12-6/11/25		
0254667	07/25/25	P	Advanced Chemical Transport Inc	0000002951	8,229.17
		Line Description:	Hazardous Wastev Disposal		
0254668	07/25/25	P	Air Exchange Inc	0000024177	1,899.44
		Line Description:	Playmovent Repair		
0254669	07/25/25	P	Akeso Occupational Health	0000029274	5,145.16
		Line Description:	Pre Empl Physical/DOT DOT/Pre Emp Physical Pre Employment Physical Pre Employment/Physical Safety Physical/TB Test Pre Employment Physical TB Test DMV Testing/Physical TB Testing/Physical DMV Testing/Safety Physical TB Testing DOT Safety Physicals TB Tests Safety Physicals		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254670	07/25/25	P	Amazing Tents & Events	0000029486	2,290.00
		Line Description:	Stage & Canopy Set-Up 6/27/25		
0254671	07/25/25	P	Amtex Manufacturing & Supply Company Inc	0000001038	188.66
		Line Description:	Polypropylene Webbing		
0254672	07/25/25	P	Atkinson Andelson Loya Ruud & Romo	0000027289	511.88
		Line Description:	Legal Svc-Jun 2025		
0254673	07/25/25	P	BC Traffic Specialist	0000022225	10,770.82
		Line Description:	Traffic Equipment Traffic Equipment		
0254674	07/25/25	P	BCS Consultants	0000029856	496.21
		Line Description:	IT Cabinet @ Chief Bldg Offcl		
0254675	07/25/25	P	Beau Hossler	0000029714	210.00
		Line Description:	Basketball Referee 7/14/25 Basketball Referee 7/16/25 Basketball Referee 7/21/25		
0254676	07/25/25	P	Bee Busters Inc	0000007572	110.00
		Line Description:	Bee Colony Abatement		
0254677	07/25/25	P	BrightView Landscape Services Inc	0000026055	5,889.46
		Line Description:	Irrigation Repair-June 2025		
0254678	07/25/25	P	Bureau Veritas North America Inc	0000016616	106.70
		Line Description:	FD Plan Review-Jun 2025		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254679	07/25/25	P	CBE	0000015149	1,748.82
		Line Description:	Copier Maint 5/5-6/4/25 Copier Usage 5/2-6/1/25		
0254680	07/25/25	P	CTC Technology & Energy	0000027829	7,770.00
		Line Description:	Radio Frequency Consulting Svc		
0254681	07/25/25	P	Cal State Fullerton	0000018564	14,000.00
		Line Description:	Leadership Development Program		
0254682	07/25/25	P	Cintas Corporation #640	0000023262	380.66
		Line Description:	Kitchen Cleaning Supply Jun 25		
0254683	07/25/25	P	City of Huntington Beach	0000002599	2,720.00
		Line Description:	Helicopter Svc-May 2025		
0254684	07/25/25	P	Costa Mesa Lock & Key	0000001817	2,016.90
		Line Description:	Locks Locked Doors Inspection Duplicate Keys		
0254685	07/25/25	P	County of Orange	0000003486	4,215.38
		Line Description:	Radio Repair-May 2025 FD Radio Parts/Repair-Apr 25 PW Radio Parts/Repair-May 25 PD Radio Parts/Repair-Apr 25 PD Radio Parts/Repair-May 25		
0254686	07/25/25	P	Demetrius Mayhand	0000030111	140.00
		Line Description:	Basketball Referee 7/16/25		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Basketball Referee 7/21/25			
0254687	07/25/25	P	Digital Magic Signs	0000012837		731.65
		Line Description:	Vehicle Graphics-#714 Vehicle Graphics-Unit #714			
0254688	07/25/25	P	Endemic Environmental Services Inc	0000021277		12,852.00
		Line Description:	FP Wetland 6/16-6/30/25			
0254689	07/25/25	P	Entenmann Rovin Company	0000002130		94.82
		Line Description:	Name Bars			
0254690	07/25/25	P	First Choice Service	0000023961		1,094.93
		Line Description:	Coffee & Water Supplies-Jun 25 Coffee & Water Supplies-Jun 25 Coffee & Water Supplies-Jun 25			
0254691	07/25/25	P	Flock Safety	0000030143		350.00
		Line Description:	Camera Replacement			
0254692	07/25/25	P	Forensic Nurse Specialists Inc	0000014039		600.00
		Line Description:	Victim Physical			
0254693	07/25/25	P	Fuel Pros Inc	0000026476		3,931.02
		Line Description:	CY Pump #3 Repair			
0254694	07/25/25	P	Galls LLC	0000002297		2,149.18
		Line Description:	Uniform-Allende Uniform-Allende Uniform-Dababneh Uniform-Brown			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Uniform-Fay Uniform Credit Uniform-Bowman			
0254695	07/25/25	P	Golden West College	0000002367		13,806.00
		Line Description:	Police Academy Summer 2025-6pl			
0254696	07/25/25	P	Grainger	0000002393		1,056.88
		Line Description:	Telecomm Supplies Hardware			
0254697	07/25/25	P	Graybar Electric Company Inc	0000002397		1,019.97
		Line Description:	Telecomm Supplies			
0254698	07/25/25	P	HCI Environmental & Engineering Service	0000030943		5,405.50
		Line Description:	Qtrly Range Cleaning-Jun 2025			
0254699	07/25/25	P	Hirsch Pipe & Supply Company Inc	0000026475		3,097.22
		Line Description:	Plumbing Supplies Plumbing Supplies			
0254700	07/25/25	P	Interwest Consulting Group Inc	0000021505		2,200.00
		Line Description:	Shalimar Pk Proj-Jan 25 Lions Pk Proj-Jan 2025 Shalimar Pk Proj-Mar 2025			
0254701	07/25/25	P	James Snordan	0000029974		210.00
		Line Description:	Basketball Referee 7/14/25 Basketball Referee 7/16/25 Basketball Referee 7/21/25			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254702	07/25/25	P	Joe Mar Polygraph	0000030910	3,500.00
		Line Description:	Polygraph Exam-Mar 2025 Polygraph Exam-May 2025 Polygraph Exam-Apr 2025 Polygraph Exam-May 2025 Polygraph Exam-Feb 2025 Polygraph Exam-Feb 2025 Polygraph Exam-Mar 2025		
0254703	07/25/25	P	Kimley Horn & Associates Inc	0000005251	7,636.52
		Line Description:	Signal Modification Proj		
0254704	07/25/25	P	Langlois Fancy Frozen Foods	0000030651	254.50
		Line Description:	Jail Food Services		
0254705	07/25/25	P	Los Angeles Times	0000003000	2,398.92
		Line Description:	Legal Publications		
0254706	07/25/25	P	Lyons Security Service Inc	0000027168	2,625.00
		Line Description:	Security Srvs Wilson June 25 Security Srvs Whittier June 25 Security Srvs Rea June 25		
0254707	07/25/25	P	Marlin Leasing Corporation	0000031369	3,636.08
		Line Description:	Copier Lease-Jun 2025		
0254708	07/25/25	P	Mike Raahauges Shooting Enterprises	0000006853	375.00
		Line Description:	Range Fees June 25		
0254709	07/25/25	P	Mitsubishi Electric Power Products, Inc.	0000029956	2,996.39
		Line Description:	LABOR		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	SHIPPING SALES TAX (7.75%) REPLACEMENT BATTERIES			
0254710	07/25/25	P	Moore Iacofano Goltsman Inc	0000016407		8,694.00
		Line Description:	FairviewPark Master Plan Jun25 FVP Mesa Restoration Jun25			
0254711	07/25/25	P	Newport Mesa Unified School District	0000003339		12,274.82
		Line Description:	Developers Fee-jun 2025			
0254712	07/25/25	P	Norwood Management LLC	0000029243		13,659.00
		Line Description:	Rent June 2025			
0254713	07/25/25	P	Orange County Fire Chiefs Association	0000003435		430.00
		Line Description:	2025-26 Mbrshp			
0254714	07/25/25	P	Orange County Training Managers Assn	0000003455		100.00
		Line Description:	Annual Dues 7/25-6/26			
0254715	07/25/25	P	Orange County Transportation Authority	0000003456		3,999.26
		Line Description:	CMBS OCTA Bus Passes			
0254716	07/25/25	P	Priority Landscape Services LLC	0000026592		1,952.00
		Line Description:	FP Landscape Maint June 25			
0254717	07/25/25	P	Prudential Overall Supply	0000025480		1,886.39
		Line Description:	Parks Uniforms-Apr 2025 Fleet Towel Svc-Apr 2025 Streets Uniforms-Apr 2025 Facilities Uniform Svc-May2025			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Fleet Uniforms-May 2025 Parks Uniforms-May 2025 Fleet Towel Svc-May 2025 Streets Uniforms-May 2025 Fleet Uniforms-Apr 2025 Facilities Uniform Svc-Apr2025			
0254718	07/25/25	P	Rosa Villalobos	0000030671		500.00
		Line Description:	Refund Rec Dep 2008893.002			
0254719	07/25/25	P	Siemens Industry Inc	0000002904		6,036.75
		Line Description:	Equipment Repair			
0254720	07/25/25	P	Sims Orange Welding Supply Inc	0000004030		106.03
		Line Description:	Shop-Welding Supplies			
0254721	07/25/25	P	Socal Truck Driver Academy LLC	0000030048		3,800.00
		Line Description:	Truck Driving School for Class			
0254722	07/25/25	P	Southern California Edison Company	0000004088		7,306.48
		Line Description:	152 Baker 6/10-7/10/25 980 Arlington 6/10-7/10/25 980 Arlington 1050 Arlington 6/10-7/10/25 1071 Arlington 6/10-7/10/25 1040 Paularino 6/17-7/17/25 1071 Bristol 6/18-7/20/25 3175 Airway 6/10-7/10/25 Arlington Ped X 6/10-7/10/25 360 Ogle 6/11-7/13/25 2783 Bristol 6/17-7/17/25 401 Broadway 6/16-7/16/25 199 Broadway 6/16-7/16/25 2944 Bristol 6/16-7/16/25			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	2612 Harbor 6/16-7/16/25 410 Merrimac A 6/11-7/13/25 1256 Adams 6/11-7/13/25 350 Bristol 6/10-7/10/25 Prez Park 6/12-7/14/25 410 Merrimac B 6/11-7/13/25			
0254723	07/25/25	P	Southern California Gas Company	0000004092		670.53
		Line Description:	3175 Airway 6/10-7/10/25			
0254724	07/25/25	P	Southern California Shredding Inc	0000025605		317.75
		Line Description:	On-Site Shredding Services On-Site Shredding Services			
0254725	07/25/25	P	State Farm Insurance	0000012788		1,181.98
		Line Description:	Stlmnt Vehicle Damage 12/23/24			
0254726	07/25/25	P	State of California Dept of Justice	0000001534		1,068.00
		Line Description:	Livescan/Fingerprinting Servic			
0254727	07/25/25	P	Sticks and Stones Arms	0000031140		8,242.88
		Line Description:	Firearms for new employees, re			
0254728	07/25/25	P	Talimar Systems Inc	0000025939		2,078.01
		Line Description:	INSTALLATION ADJUSTABLE BASE OFFICE FURNITURE SALES TAX (7.75%)			
0254729	07/25/25	P	Terrell Thorogood	0000030424		70.00
		Line Description:	Basketball Referee 7/14/25			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254730	07/25/25	P	The Bank of New York Mellon	0000005664	1,896.18
		Line Description:	Qtrly Svc Fee Apr-Jun 2025		
0254731	07/25/25	P	The Counseling Team International	0000026352	2,175.00
		Line Description:	Counseling Srvs June 25		
0254732	07/25/25	P	Townsend Public Affairs Inc	0000021510	6,825.00
		Line Description:	Grant Writing Legislative July		
0254733	07/25/25	P	Transtech Engineers Inc	0000026910	7,760.00
		Line Description:	On-Call Staff Support		
0254734	07/25/25	P	US Postmaster	0000004377	10,000.00
		Line Description:	Permit PI 4000- EPS#1000067404		
0254735	07/25/25	P	United Site Services of California Inc	0000015552	12,173.63
		Line Description:	Fence Rental for Ind Day 2025 FENCE RENTAL Indp Day 2025		
0254736	07/25/25	P	United Tactical Systems, LLC	0000029251	3,066.55
		Line Description:	Add'l Air Tanks & pepperball p		
0254737	07/25/25	P	Verizon Wireless	0000008717	8,275.39
		Line Description:	Subnet Broadband 5/18-6/17/25 PD Cell Phone 5/16-6/15/25		
0254738	07/25/25	P	Verizon Wireless	0000008717	2,374.55
		Line Description:	Credit on Broadband Srvs		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Calnet Braodband Through 5/31		
0254739	07/25/25	P	WSP USA Environment & Infrastructure Inc	0000029873	3,359.50
		Line Description:	NPDES Industrial/Commercial In NPDES Industrial/Commercial In		
0254740	07/25/25	P	Waxie Sanitary Supply	0000004480	12,905.97
		Line Description:	Warehouse Stock Credit		
0254741	07/25/25	P	Zoll Data Systems	0000018425	4,775.76
		Line Description:	ZOLL CAD INTERFACE FIRE RMS ENTERPRISE LICENSES		
0254742	07/25/25	P	Zoll Medical Corporation	0000021290	4,174.70
		Line Description:	AUTOPULSE AND DEFIBRILLATORS AUTOPULSE AND DEFIBRILLATORS		
				TOTAL	**$1,944,154.68**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254913	08/01/25	P	Pamela Lilly	0000025324	750.00
		Line Description:	Payroll Dedcution 25-16		
0254914	08/01/25	P	State of California	0000001546	424.24
		Line Description:	Payroll Dedcution 25-16		
				TOTAL	**$1,174.24**

0. *

5,132. +
4,142.57 +
19,668.65 +
230,815.6 +
2,084,810.9 +
1,174.24 +
2,345,743.96 *

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254743	07/28/25	P	Bernard King	0000031254		370.00
		Line Description:	Rental Assistance-T Evergreen			
0254744	07/28/25	P	Katella Terrace LP	0000031365		1,032.00
		Line Description:	Rental Assistance-Ronald Holla			
0254745	07/28/25	P	Orchard View Senior LP	0000031199		480.00
		Line Description:	Rental Assistance-Helene Kuhn			
0254746	07/28/25	P	Palm Island Apartments	0000031366		1,250.00
		Line Description:	Rental Assistance-sylvia Chane			
0254747	07/28/25	P	Park Stanton Place	0000031385		500.00
		Line Description:	Rental Assistance-Karen Flynn			
0254748	07/28/25	P	Park Stanton Place	0000031385		500.00
		Line Description:	Rental Assistance-Linda Elman			
0254749	07/28/25	P	Veronica Murillo	0000031300		1,000.00
		Line Description:	Rental Assistance-Anna Murillo			
					TOTAL	**$5,132.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254750	07/29/25	P	CA Dept of Tax & Fee Administration	0000025959		274.00
		Line Description:	Use & Sales tax FY 24-25			
0254751	07/29/25	P	United States Treasury	0000007179		3,868.57
		Line Description:	95-6005030 Form 720 6/30/25 95-6005030 Form 720 6/30/24			
					TOTAL	**$4,142.57**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020463	07/31/25	P	Alan F Kent	0000006393	2,174.79
		Line Description:	1% Supplemental Pay Aug 25		
020464	07/31/25	P	Beckee Cost	0000016309	946.08
		Line Description:	1% Supplemental Pay Aug 25		
020465	07/31/25	P	Chris Morris	0000007439	2,500.00
		Line Description:	Monthly LTD Payment Aug 25		
020466	07/31/25	P	Danny Hogue	0000006802	1,137.03
		Line Description:	1% Supplemental Pay Aug 25		
020467	07/31/25	P	Darlene Bell	0000005602	580.54
		Line Description:	1% Supplemental Pay Aug 25		
020468	07/31/25	P	David A Dye	0000002065	260.90
		Line Description:	1% Supplemental Pay Aug 25		
020469	07/31/25	P	Edward Dryzmala	0000006686	1,377.28
		Line Description:	1% Supplemental Pay Aug 25		
020470	07/31/25	P	Gale Tuso	0000017460	233.08
		Line Description:	1% Supplemental Pay Aug 25		
020471	07/31/25	P	Harlan Pauley	0000003569	232.12
		Line Description:	1% Supplemental Pay Aug 25		
020472	07/31/25	P	James M Miller	0000007440	2,500.00
		Line Description:	Monthly LTD Payment Aug 25		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020473	07/31/25	P	Kathleen Zuorski	0000025225	504.52
		Line Description:	1% Supplemental Pay Aug 25		
020474	07/31/25	P	Linda Boylan	0000023340	57.98
		Line Description:	1% Supplemental Pay Aug 25		
020475	07/31/25	P	Matthew J Collett	0000001720	856.58
		Line Description:	1% Supplemental Pay Aug 25		
020476	07/31/25	P	Paul A Cappuccilli	0000007705	1,214.50
		Line Description:	1% Supplemental Pay Aug 25		
020477	07/31/25	P	Phil Dickens	0000005801	511.76
		Line Description:	1% Supplemental Pay Aug 25		
020478	07/31/25	P	Richard J Johnson	0000005620	1,255.66
		Line Description:	1% Supplemental Pay Aug 25		
020479	07/31/25	P	Thomas J Lazar	0000002925	1,703.25
		Line Description:	1% Supplemental Pay Aug 25		
020480	07/31/25	P	William H Bechtel	0000001224	1,622.58
		Line Description:	1% Supplemental Pay Aug 25		
				TOTAL	**$19,668.65**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020481	08/01/25	P	Anthony Deak	0000031419	493.00
		Line Description:	EVOC Conf		
020482	08/01/25	P	Araceli Nunez	0000031418	493.00
		Line Description:	EVOC Conf		
020483	08/01/25	P	Carlos Diaz	0000013277	301.00
		Line Description:	Flock Forward Conf		
020484	08/01/25	P	Carol Molina	0000029532	43.72
		Line Description:	Business Working Lunch		
020485	08/01/25	P	Charles Torres	0000011845	250.00
		Line Description:	Paramedic License Renewal		
020486	08/01/25	P	Christopher Jones	0000026593	40.00
		Line Description:	Science Based Interviewing		
020487	08/01/25	P	Costa Mesa Employees Association	0000006284	4,680.71
		Line Description:	Payroll Dedcution 25-16		
020488	08/01/25	P	Costa Mesa Executive Club	0000006286	330.00
		Line Description:	Payroll Dedcution 25-16		
020489	08/01/25	P	Costa Mesa Firefighters Association	0000001812	9,351.50
		Line Description:	Payroll Dedcution 25-16		
020490	08/01/25	P	Costa Mesa Police Association	0000001819	6,840.00
		Line Description:	Payroll Dedcution 25-16		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020491	08/01/25	P	Costa Mesa Police Management Assn	0000005082	315.00
		Line Description:	Payroll Dedcution 25-16		
020492	08/01/25	P	Dixon Resources Unlimited	0000027441	122.50
		Line Description:	On Call Support Svc-Jun 2025		
020493	08/01/25	P	Eliasar Maldonado	0000016255	1,500.00
		Line Description:	Data Driven Leadership		
020494	08/01/25	P	Eric Molina	0000027834	120.26
		Line Description:	Gang Conference		
020495	08/01/25	P	Francis Savengrith	0000031416	493.00
		Line Description:	EVOC Conf		
020496	08/01/25	P	George Martinez	0000031417	493.00
		Line Description:	EVOC Conf		
020497	08/01/25	P	Hoon Jo	0000029756	2,173.82
		Line Description:	2025 ESRI User Conf		
020498	08/01/25	P	Jacob Schulze	0000026462	120.26
		Line Description:	Gang Conference		
020499	08/01/25	P	Jared Barnes	0000014094	301.00
		Line Description:	Flock Forward Conf		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020500	08/01/25	P	Kathleen Sapida	0000029556	34.26
		Line Description:	Gang Conference		
020501	08/01/25	P	Kevin Reddy	0000020597	512.70
		Line Description:	Adv Fire Administration		
020502	08/01/25	P	Mark Working	0000030369	24.00
		Line Description:	Active Shooter Response		
020503	08/01/25	P	Matthew Selinske	0000006063	120.26
		Line Description:	Gang Conferemce		
020504	08/01/25	P	Mercy House	0000003138	180,478.61
		Line Description:	CMBS Operations June 25		
020505	08/01/25	P	Nicholas Siemiawski	0000030613	24.00
		Line Description:	Active Shooter Response		
020506	08/01/25	P	Planview, Inc.	0000030808	21,160.00
		Line Description:	ADAPTIVE WORK SUCCESS ACCELERATOR		

TOTAL $230,815.60

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254752	08/01/25	P	Admin Sure Inc	0000021568	35,306.00
		Line Description:	Workers Comp Admin-Aug 2025 Workers Comp July 25		
0254753	08/01/25	P	Benefit Coordinators Corp	0000029594	44,651.10
		Line Description:	Dental Ins Prem-Aug 2025 Vision Ins Prem-Aug 2025		
0254754	08/01/25	P	CALIBA INC	0000030848	50,911.11
		Line Description:	Proj #4 23-04 Retention Proj #4 23-04		
0254755	08/01/25	P	CentralSquare Technologies LLC	0000028721	153,145.95
		Line Description:	Software Maint Renewal		
0254756	08/01/25	P	Circuit Transit Inc	0000031174	39,713.88
		Line Description:	Transit Operations-Jun 2025		
0254757	08/01/25	P	Community Legal Aid SoCal	0000030258	47,322.67
		Line Description:	4th Qtr Supportive Svc		
0254758	08/01/25	P	Endoto Corp	0000029465	24,570.00
		Line Description:	Purchase of K71 posts for inst		
0254759	08/01/25	P	Families Forward Inc	0000024105	74,772.42
		Line Description:	4th Qtr TBRA Prog 4th Qtr Affordable Housing Svc		
0254760	08/01/25	P	IPS Group Inc	0000030049	17,539.20

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	LPR Camera System - Software			
0254761	08/01/25	P	JP Morgan Equipment Finance	0000029582		275,011.76
		Line Description:	PD Bearcat Armored Lease Pymnt Ambulance Lease Pymnt			
0254762	08/01/25	P	LINA	0000015623		37,392.62
		Line Description:	LTD Ins Prem July 2025 Retiree Life July 2025 Active Life/AD&D July 2025 Voluntary Life Ins July 2025 NYL Admin Fee June 2025			
0254763	08/01/25	P	Mesa Verde Partners	0000006080		43,120.00
		Line Description:	Reimburse CIP Golf Course Agre			
0254764	08/01/25	P	Mobile Home Improvement	0000015213		30,180.00
		Line Description:	Rehab Grant-2060 Newport Blvd Rehab Grant-1750 Whittier Ave			
0254765	08/01/25	P	OCY Management LLC	0000031370		128,710.84
		Line Description:	Sr Mobility Prog-Apr 2025 Medical Transportation-Apr2025 Sr Mobility-May 2025 Medcal Transportaion-May 2025 Medical Transportation-Jun2025 Sr Mobility Prog-Jun 2025 Homeless Transportatn Svc-Jun			
0254766	08/01/25	P	OakWest Services Inc	0000029497		95,375.50
		Line Description:	WALL REPAIR Retention #25-08/#350031			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254767	08/01/25	P	Pinnacle Petroleum, Inc	0000029315		61,371.93
		Line Description:	PD Unleaded Fuel CY Unleaded Fuel PD Unleaded Fuel			
0254768	08/01/25	P	Sheppard Mullin Richter & Hampton LLP	0000031420		20,000.00
		Line Description:	Engagement Letter Retainer			
0254769	08/01/25	P	StandUp for Kids, Inc.	0000030323		17,455.80
		Line Description:	4th Qtr Supportive Srvs			
0254770	08/01/25	P	Superior Pavement Markings Inc	0000003955		18,003.25
		Line Description:	Arterial and Road Striping			
0254771	08/01/25	P	The Lincoln National Life Insurance Co	0000030039		15,633.00
		Line Description:	Short Term Disability July 25			
0254772	08/01/25	P	Trellis	0000025584		19,256.35
		Line Description:	4th Qtr Supportive Srvs 4th Qtr Labors of Love Program			
0254773	08/01/25	P	Yunex LLC	0000029573		27,027.34
		Line Description:	Traffic Signal Response June25 Susan&Sunflower- IISNS Istall Traffic Signal Maint June 25			
0254774	08/01/25	P	Zusser Company Inc	0000031105		545,062.50
		Line Description:	1 Proj #25-02 Retention/1 Proj #25-02			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254775	08/01/25	P	AT & T	0000001107		1,665.98
		Line Description:	Local Usage Balearic Center Fax 2310 Placentia Irrigation Fire Sta#1 Fire Alarm System Lions Park Senior Center Elevator Sr Ctr Fire Alarm			
0254776	08/01/25	P	AY Nursery	0000001142		1,357.65
		Line Description:	Purchase of City Trees			
0254777	08/01/25	P	Alexander Ocampo	0000031429		750.00
		Line Description:	Refund Rec Dep 2009024.002			
0254778	08/01/25	P	Andrade Cesar Quiroz	0000031394		25.50
		Line Description:	Refund Citation CM020025976			
0254779	08/01/25	P	Andrew Ray Brannon	0000031432		2,517.50
		Line Description:	2025 Summer SMART Camp			
0254780	08/01/25	P	Angel Jimenez	0000031411		110.00
		Line Description:	Refund Citation CM010031668			
0254781	08/01/25	P	Angely Vallarta	0000029193		400.00
		Line Description:	Planning Comm Mtng-Jul 2025			
0254782	08/01/25	P	Antioco Saucedogarcia	0000031395		25.50
		Line Description:	Refund Citation CM020025944			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254783	08/01/25	P	Architectural Engineering Technology Inc	0000029448	12,615.15
		Line Description:	TSSP Baker-19th St Jun 2025		
0254784	08/01/25	P	Ashley Riopka	0000029736	2,995.83
		Line Description:	2025 Summer SMART Camp		
0254785	08/01/25	P	Atkinson Andelson Loya Ruud & Romo	0000027289	2,073.65
		Line Description:	Legal Svc-May 2025		
0254786	08/01/25	P	Aveyah Ramos	0000031431	300.00
		Line Description:	Refund Rec Dep 2009036.002		
0254787	08/01/25	P	BC Traffic Specialist	0000022225	5,536.86
		Line Description:	Rental: Message Board for 4th		
0254788	08/01/25	P	BCS Consultants	0000029856	495.78
		Line Description:	4th Floor IT Cabinet		
0254789	08/01/25	P	Barbara Cruz	0000031387	100.00
		Line Description:	Refund Rec Dep 2009015.002		
0254790	08/01/25	P	Bear Electrical Solutions LLC	0000031250	8,900.00
		Line Description:	Signal Rewire@Victoria/Placent		
0254791	08/01/25	P	BearCom	0000001222	13,938.24
		Line Description:	SHIPPING RADIO EQUIPMENT SALES TAX (7.75%)		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254792	08/01/25	P	Bee Busters Inc	0000007572		440.00
		Line Description:	Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement			
0254793	08/01/25	P	Bernal Torres	0000031406		25.50
		Line Description:	Refund Citation CM040030271			
0254794	08/01/25	P	Blake Lyons	0000031388		100.00
		Line Description:	Refund Rec Dep 2009016.002			
0254795	08/01/25	P	Brian Torres Pacheco	0000030856		1,661.55
		Line Description:	2025 Summer SMART Camp			
0254796	08/01/25	P	Bureau Veritas North America Inc	0000016616		7,207.20
		Line Description:	Plan Review Svc-Feb 2025			
0254797	08/01/25	P	CR & R Inc	0000000023		1,191.16
		Line Description:	Waste Management Waste Management			
0254798	08/01/25	P	CSG Consultants Inc	0000001887		574.08
		Line Description:	Fire Plan Review-Jun 2025			
0254799	08/01/25	P	California Forensic Phlebotomy Inc	0000001500		3,348.00
		Line Description:	Blood Drawing Testing-Jun 25			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254800	08/01/25	P	Cami Sue Marseilles	0000029338	1,611.20
		Line Description:	2025 Summer SMART Camp		
0254801	08/01/25	P	Cevians	0000031390	140.00
		Line Description:	Refund Op Perm Invoice		
0254802	08/01/25	P	Chad Engle	0000031318	65.00
		Line Description:	Refund Rec Dep 2009033.002		
0254803	08/01/25	P	Chandlers Air Conditioning &	0000001640	94.75
		Line Description:	Jail Equipment Repair		
0254804	08/01/25	P	Christian Ruelas	0000031412	124.00
		Line Description:	Refund Citation CM010028482		
0254805	08/01/25	P	Christopher J Ziebarth	0000029345	1,007.00
		Line Description:	2025 Summer SMART Camp		
0254806	08/01/25	P	City of Huntington Beach	0000002599	300.00
		Line Description:	Booking Fee-Jun 2025		
0254807	08/01/25	P	Community Catalyst	0000030590	10,400.00
		Line Description:	Consulting Staffing Services		
0254808	08/01/25	P	Community SeniorServ	0000018540	14,250.00
		Line Description:	Meals on Wheels 4th Qtr Grant Lunch Cafe/Grab N Go-4th Qtr		
0254809	08/01/25	P	Cynthia Kaska	0000025646	1,007.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	2025 Summer SMART Camp			
0254810	08/01/25	P	Daniel George	0000031423		46.75
		Line Description:	Refund INV-00030202			
0254811	08/01/25	P	David Martinez	0000014476		400.00
		Line Description:	Planning Comm Mtng-Jul 2025			
0254812	08/01/25	P	Dell Computer Corp	0000001962		2,262.68
		Line Description:	SALES TAX (7.75%) DELL PERFORMANCE DOCK DELL THUNDERBOLT DOCK			
0254813	08/01/25	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346		376.72
		Line Description:	Fire Plan Check Svc-Jun 2025			
0254814	08/01/25	P	Dennis Michael Canas	0000030858		1,762.25
		Line Description:	2025 Summer SMART Camp			
0254815	08/01/25	P	Dorothee Morse	0000030233		704.90
		Line Description:	2025 Summer SMART Camp			
0254816	08/01/25	P	Ed Gomez	0000031400		65.00
		Line Description:	Refund Citation CM020026015			
0254817	08/01/25	P	Edgard Josue Contreras	0000031402		92.50
		Line Description:	Refund Citation CM030016711			
0254818	08/01/25	P	Eduardo Iniestra	0000029307		500.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	MUSIC SERVICE FOR 8/5/25 NATIO			
0254819	08/01/25	P	Elizabeth Obando	0000031397		25.50
		Line Description:	Refund Citation CM020025996			
0254820	08/01/25	P	FALCK MOBILE HEALTH CORP.	0000019807		1,650.00
		Line Description:	Surge Unit-jun 2025			
0254821	08/01/25	P	FM Thomas Air Conditioning Inc	0000017151		2,694.23
		Line Description:	Senior Center-Service Call Senior Center-Service Call			
0254822	08/01/25	P	Fair Housing Foundation	0000019956		5,673.49
		Line Description:	4th Qtr Fair Housing Program			
0254823	08/01/25	P	Fed Ex	0000002190		24.04
		Line Description:	Ground Delivery-6/22/25			
0254824	08/01/25	P	Fortel Traffic Inc	0000015480		8,475.00
		Line Description:	Reprogram & Troubleshoot VSF s			
0254825	08/01/25	P	Gallagher Benefit Services, Inc	0000030677		400.00
		Line Description:	CLASSIFICATION STUDY SERVICES			
0254826	08/01/25	P	Garrett Stryker	0000022842		2,064.35
		Line Description:	2025 Summer SMART Camp			
0254827	08/01/25	P	Garrett Young	0000030859		2,479.74
		Line Description:	2025 Summer SMART Camp			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254828	08/01/25	P	Gene Brezeale	0000031396		65.00
		Line Description:	Refund Citation CM010031679			
0254829	08/01/25	P	Glenn Lukos & Associates Inc	0000011626		7,187.50
		Line Description:	Vernal Pools-Restoration Phase			
0254830	08/01/25	P	Grainger	0000002393		542.46
		Line Description:	Safety Glasses			
0254831	08/01/25	P	Granados Cristobal LSE	0000031401		95.00
		Line Description:	Refund Citation CM020026033			
0254832	08/01/25	P	Guillermo Maciel	0000030857		1,711.90
		Line Description:	2025 Summer SMART Camp			
0254833	08/01/25	P	Harbor Mesa Lions Club	0000000225		100.00
		Line Description:	Refund Rec Dep 2009035.002			
0254834	08/01/25	P	Hilary Skye Flook	0000031434		2,492.33
		Line Description:	2025 Summer SMART Camp			
0254835	08/01/25	P	Hollywood Honeywagon &	0000029304		200.00
		Line Description:	Driver Overtime-7/3 Evnet			
0254836	08/01/25	P	Human Options Inc	0000002593		9,384.96
		Line Description:	4rh Qtr Transitional Housing			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254837	08/01/25	P	Ignacia Abundis	0000031404	61.00
		Line Description:	Refund Citation CM040030263 Refund Citation CM040030275		
0254838	08/01/25	P	Image Concepts	0000026883	1,644.30
		Line Description:	Uniforms Price Agreement		
0254839	08/01/25	P	Interwest Consulting Group Inc	0000021505	1,294.50
		Line Description:	Plan Review Svc-Jun 2025		
0254840	08/01/25	P	Jack Burford	0000031403	25.50
		Line Description:	Refund Citation CM040030241		
0254841	08/01/25	P	Jacqueline Ames	0000030853	2,819.60
		Line Description:	2025 Summer SMART Camp		
0254842	08/01/25	P	Jeffrey Harlan	0000020142	400.00
		Line Description:	Planning Comm Mtng-Jul 2025		
0254843	08/01/25	P	Jesus Salazar	0000031426	92.08
		Line Description:	Refund Permti BELC-25-0172		
0254844	08/01/25	P	Jonathan Valddez	0000030860	2,278.34
		Line Description:	2025 Summer SMART Camp		
0254845	08/01/25	P	Jonathan Zich	0000026312	400.00
		Line Description:	Planning Comm Mtng-Jul 2025		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254846	08/01/25	P	Jorge Castellonlopez	0000031399		25.50
		Line Description:	Refund Citation CM020026002			
0254847	08/01/25	P	Jose Antulio Lopez Diaz	0000028276		25.50
		Line Description:	Refund Citation CM020025982			
0254848	08/01/25	P	Jose Rojas	0000029411		400.00
		Line Description:	Planning Comm Mtng-Jul 2025			
0254849	08/01/25	P	Juan Munguiaperez	0000031393		55.50
		Line Description:	Refund Citation CM010031673			
0254850	08/01/25	P	Junior Achievement of Sothern CA	0000019297		200.00
		Line Description:	Refund Non Profit Bus License			
0254851	08/01/25	P	KDC Construction	0000012525		9,500.00
		Line Description:	Refund Permit EENC-24-0594			
0254852	08/01/25	P	Karen Klepack	0000030322		400.00
		Line Description:	Planning Comm Mtng-Jul 2025			
0254853	08/01/25	P	Karen Ngai	0000031428		100.00
		Line Description:	Refund Rec Dep 2009023.002			
0254854	08/01/25	P	Kirby L Piazza	0000022847		4,229.40
		Line Description:	2025 Summer SMART Camp			
0254855	08/01/25	P	Langlois Fancy Frozen Foods	0000030651		223.51
		Line Description:	Jail Food Services			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254856	08/01/25	P	Laura Murillogarcia	0000031414		25.50
		Line Description:	Refund Citation CM070034644			
0254857	08/01/25	P	Lauren Anderson	0000023814		1,711.90
		Line Description:	2025 Summer SMART Camp			
0254858	08/01/25	P	Leila Garcia	0000031410		25.50
		Line Description:	Refund Citation CM070034641			
0254859	08/01/25	P	Leni Ramirez	0000031407		65.00
		Line Description:	Refund Citation CM040030388			
0254860	08/01/25	P	Los Angeles Times	0000003000		1,273.38
		Line Description:	Classified Listings			
0254861	08/01/25	P	Lowri Taylor	0000030228		1,711.90
		Line Description:	2025 Summer SMART Camp			
0254862	08/01/25	P	Luis Gomez	0000004237		25.50
		Line Description:	Refund Citation CM020026041			
0254863	08/01/25	P	Luna & Sons Concrete	0000031425		1,000.00
		Line Description:	Refund Permit EENC-25-0192			
0254864	08/01/25	P	MG Camina Al Proposito De Vida	0000031116		150.00
		Line Description:	Refund Rec Dep 2009038.002			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254865	08/01/25	P	MMASC	0000010997		125.00
		Line Description:	Membership Renewal-Full Member			
0254866	08/01/25	P	Marilyn Alvarez	0000031398		53.00
		Line Description:	Refund Citation CM020025998			
0254867	08/01/25	P	Marta Shinn	0000031225		100.00
		Line Description:	Refund Rec Dep 2009013.002			
0254868	08/01/25	P	Miranda Soltelo	0000031413		25.50
		Line Description:	Refund Citation CM070034634			
0254869	08/01/25	P	Monument Row	0000030907		1,535.00
		Line Description:	Services at FS #2			
0254870	08/01/25	P	Mosaic Movement	0000030926		750.00
		Line Description:	Refund Rec Dep 2009039.002			
0254871	08/01/25	P	Mutual UFO Network Orange County	0000030294		500.00
		Line Description:	Refund Rec Dep 2009025.002			
0254872	08/01/25	P	Nathan Evans	0000031438		1,762.25
		Line Description:	2025 Summer SMART Camp			
0254873	08/01/25	P	National Community Development	0000003287		1,545.00
		Line Description:	Professional Membership			
0254874	08/01/25	P	Nick Goss	0000030854		1,661.55
		Line Description:	2025 Summer SMART Camp			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254875	08/01/25	P	Pacific Plumbing of Southern California	0000030657		438.00
		Line Description:	Citywide Plumbing Services Citywide Plumbing Services			
0254876	08/01/25	P	Patricia Munoz	0000031430		95.00
		Line Description:	Refund Rec Dep 2009034.002			
0254877	08/01/25	P	Paul J Garcia	0000031436		2,492.33
		Line Description:	2025 Summer SMART Camp			
0254878	08/01/25	P	Permit Services Inc	0000031422		310.77
		Line Description:	Refund Permit BXWN-25-0062 Refund Permit BXWN-25-0063			
0254879	08/01/25	P	Pipeline Promotions Inc	0000003250		1,889.94
		Line Description:	SALES TAX (7.75%) NEW CADET EMBROIDERY FILE NEW ERA NE404 NAVY BLUE FIRE L			
0254880	08/01/25	P	Pivot Solutions LLC	0000030415		2,752.77
		Line Description:	779-Paint and Body Repair			
0254881	08/01/25	P	Proactive Engineering Consultants Inc	0000028916		5,090.00
		Line Description:	Westside Storm Drain Improv			
0254882	08/01/25	P	Prosurface Inc	0000029488		11,620.00
		Line Description:	Concrete grinding and crack re			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254883	08/01/25	P	Prudential Overall Supply	0000025480	816.63
		Line Description:	Fleet Uniforms-Jun 2025 Parks Uniforms-Jun 2025 Fleet Towel Svc-Jun 2025 Streets Uniforms-Jun 2025 Facilities Uniform Svc-Jun2025		
0254884	08/01/25	P	Pure Labs Inc	0000031424	981.09
		Line Description:	Cannabis BusinessTax Over Pymn		
0254885	08/01/25	P	Quentin Marcelo	0000031437	1,560.85
		Line Description:	2025 Summer SMART Camp		
0254886	08/01/25	P	RPW Services Inc	0000012440	3,070.00
		Line Description:	Citywide Weed Control Rodent Control at City Garde		
0254887	08/01/25	P	Rachel Asrar	0000031439	755.25
		Line Description:	2025 Summer SMART Camp		
0254888	08/01/25	P	Red Wing Business Advantage Account	0000003772	191.72
		Line Description:	Anthony Ayala- Streets		
0254889	08/01/25	P	Robert L Dickson Jr	0000003671	400.00
		Line Description:	Planning Comm Mtng-Jul 2025		
0254890	08/01/25	P	SAP America Inc	0000028709	3,402.27
		Line Description:	SAP MAINTENANCE AND SUPPORT		
0254891	08/01/25	P	STV Construction Inc	0000024848	1,194.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Lions Park Proj-Cafe Building			
0254892	08/01/25	P	Safran Trusted 4D Inc.	0000030177		1,317.00
		Line Description:	Premium Support Package			
0254893	08/01/25	P	Sarah Anderson Portwood	0000029332		1,007.00
		Line Description:	2025 Summer SMART Camp			
0254894	08/01/25	P	Sean Comer	0000029737		2,517.50
		Line Description:	2025 Summer SMART Camp			
0254895	08/01/25	P	So Cal Carnivorous Plant Enthusiasts	0000031440		700.00
		Line Description:	Refund Rec Dep 2009040.002			
0254896	08/01/25	P	Southern California Edison Company	0000004088		3,770.02
		Line Description:	FS#1 6/20-7/22/25 2917-3171 RedHill 6/10-7/20/25 867 Prospect 6/23-7/23/25 3120 Mainstee 6/23-7/23/25 2704 Harbor 6/20-7/22/25 555 1/2 Paularino 6/23-7/23/25 1940 Placentia 6/6-7/8/25 735 Baker 6/20-7/22/25 Medians June 25 6/6-7/8/25			
0254897	08/01/25	P	Southern California Gas Company	0000004092		3,878.14
		Line Description:	Comm 6/20-7/22/25 BCC 6/24-7/24/25 2310 Placentia 6/20-7/22/25 2300 Placentia 2 6/20-7/22/25 PD 6/20-7/22/25 FS#4 6/20-7/22/25			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	FS#3 6/19-7/21/25 567 W 18th 6/19-7/21/25 FS#5 6/20-7/22/25 FS#2 6/23-7/23/25 NHCC 6/19-7/21/25 Pool Sr Ctr 6/19-7/21/25 FS#1 6/24-7/24/25 717 James 6/19-7/21/25 DRC 6/19-7/21/25			
0254898	08/01/25	P	Southern California Shredding Inc	0000025605		40.00
		Line Description:	On-Site Shredding Services			
0254899	08/01/25	P	Spectrum Gas Products	0000012653		426.30
		Line Description:	Medical Lg Cyl Rent Screw Cylinder Valve Medical Lg Cyl Medical Lg Cyl Rent Medical Cyl Rent Lg and Sm Medical Lg Cyl Rent			
0254900	08/01/25	P	Stacy Swanson	0000027434		1,220.00
		Line Description:	Refund PGPA 24-0002Appeal Fee			
0254901	08/01/25	P	Switzer Assoc Leadership Solutions	0000029731		725.00
		Line Description:	Executive Coaching Executive Coaching			
0254902	08/01/25	P	Tajik Karate Academy Inc	0000031389		200.00
		Line Description:	Refund Permit 2009014.002			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254903	08/01/25	P	Taylor Brown	0000031409		25.50
		Line Description:	Refund Citation CM070034470			
0254904	08/01/25	P	The Code Group Inc	0000025073		823.20
		Line Description:	Profess Consult Srvs Thru 6/30			
0254905	08/01/25	P	Traffic Logix Corp	0000024421		797.35
		Line Description:	Royal Palm Drive - Bolts, Anch			
0254906	08/01/25	P	Turnout Maintenance Company LLC	0000020182		4,064.95
		Line Description:	Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel			
0254907	08/01/25	P	Twist and Shout Events Inc.	0000030371		335.00
		Line Description:	CARICATURE ARTIST FOR 8/5/25 N			
0254908	08/01/25	P	US Bank	0000002228		7,117.76
		Line Description:	Payroll 25-14			
0254909	08/01/25	P	Ulises Cardoza	0000031408		104.50
		Line Description:	Refund Citation CM060029789			
0254910	08/01/25	P	Verizon Wireless	0000008717		5,264.25
		Line Description:	WIRELESS PHONE 5/18-6/17 WIRELESS PHONE 6/18-7/17			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	WIRELESS PHONE 5/18-6/17/25			
0254911	08/01/25	P	Versatile Information Products Inc	0000013255		4,807.00
		Line Description:	ANNUAL SOFTWARE SUPPORT			
0254912	08/01/25	P	Victor Toriz	0000031405		25.50
		Line Description:	Refund Citation CM040030270			
					TOTAL	**$2,084,810.90**

End of Report

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0254519	8/7/2025	V	Joe Mar Polygraph & Investigation	0000027462	07/11/25	(2,250.00)

Line Description: Vendor name changed.

TOTAL **($2,250.00)**

	2,201.54
	(2,250.00)
	634.00
	607,498.99
	0.00
$	**608,084.53**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254927	08/08/25	O	Southern California Edison Company *Line Description:* Overflow	0000004088	0.00

TOTAL **0.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254915	08/05/25	P	Dote Wedding & Events	0000029619		349.00
		Line Description:	PHOTO BOOTH SERVICES FOR 8/5/2			
0254916	08/05/25	P	Kathy Hepler	0000026395		285.00
		Line Description:	FACE PAINTING SERVICES FOR 8/5			
					TOTAL	**$634.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254917	08/08/25	P	1st Jon Inc	0000018321	18,790.78
		Line Description:	PORTABLE RESTROOM RENTAL PORTABLE RESTROOM RENTAL PORTABLE RESTROOM RENTAL PORTABLE RESTROOM RENTAL		
0254918	08/08/25	P	Bracken's Kitchen Inc	0000029468	18,952.88
		Line Description:	Shelter Food Svc 7/14-7/27/25		
0254919	08/08/25	P	CoreLogic Information Solutions Inc	0000004774	24,917.43
		Line Description:	SOFTWARE LICENSE		
0254920	08/08/25	P	Dudek	0000011416	17,312.26
		Line Description:	CAAP 5/24-6/30/25		
0254921	08/08/25	P	Gensler	0000031100	27,450.00
		Line Description:	Professional Svc-6/28/25		
0254922	08/08/25	P	Merrimac Energy Group	0000021566	25,316.96
		Line Description:	FS#5 Diesel Fuel FS#1 Diesel Fuel FS #2 Diesel Fuel TEMPORARY FUEL TANK RENTAL AT FS#6 Diesel Fuel Communications Generator Diese CY Diesel Fuel Diesel Fuel PD Generator City Hall Generator Diesel Fue		
0254923	08/08/25	P	Orange County Treasurer Tax Collector	0000003489	16,553.50
		Line Description:	Parking Citation June 2025		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254924	08/08/25	P	Place Works Inc	0000023119		22,016.25
		Line Description:	Consulting Services			
0254925	08/08/25	P	SCA of CA, LLC	0000029971		127,226.87
		Line Description:	Hand Sweep Pressure Washing Residential Arterial St Sweep BiWeekly Pressure Wash Bus She			
0254926	08/08/25	P	Southern California Edison Company	0000004088		99,234.32
		Line Description:	2060 Harbor 6/24-7/24/25 2948 Bristol 6/16-7/16/25 1895 Irvine July 25 2301 Harbor 6/24-7/24/25 3349 Sakioka 6/25-7/27/25 3351 Sakioka 6/25-7/27/25 Baker/Royal Palm July 25 19th/NPT July 25 Npt Fwy/Baker July 25 SD Fwy On/Off July 25 1860 Anaheim 6/30-7/30/25 702 Victoria 6/30-7/30/25 Loan8670 Sunflower/Plaza Jul25 Sunflower/ Plaza July 25 NHCC 6/27-7/29/25 1952 Newport 6/26-7/28/25 Fac & Equip July 25 Volcom Sk8 Park 7/2-8/3/25 980 Arlington 7/2-8/3/25 970 Arlington 7/2-8/3/25 885 Junipero 7/2-8/3/25 1035 Park Crest 7/2-8/3/25 Davis Field 6/27-7/29/25 702 1/2 Victoria 6/30-7/30/25 348 E 17th 6/25-7/27/25			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	1624 Gisler July 25 Sr Ctr 6/27-7/29/25 Joann St Bike Trail July 25 3460 Smalley July 25 360 W Wilson 6/27-7/29/25 3129 Harbor July 25			
0254928	08/08/25	P	Wetlands and Wildlife Care Center	0000030237		26,000.00
		Line Description:	April May June 2025			
0254929	08/08/25	P	4Leaf Inc	0000029711		465.60
		Line Description:	Fire Plan Review-Jun 2025			
0254930	08/08/25	P	AT & T	0000001107		971.10
		Line Description:	Red Phone Fire Sta#6 Red Phone Fire Sta#4 Red Phone Fire Sta#1 Red Phone Fire Sta#2 NHCC Fire Alarm Lions Park Baseball Field Red Phone Fire Sta#3 DRC Fire Alarm WSS Alarm Red Phone Fire Sta#5 PRI Circuit Inbound Trunk Fire Emergency Line Jack Hamett Sports Complex			
0254931	08/08/25	P	AT & T	0000001107		107.00
		Line Description:	Internet-Skate Park Camera			
0254932	08/08/25	P	AT & T Mobility	0000001107		93.18
		Line Description:	Dispatch Phones 6/12-7/11/25			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254933	08/08/25	P	Alan Mayeda	0000025659		10.00
		Line Description:	Refund Rec Dep 2009073.002			
0254934	08/08/25	P	Bee Busters Inc	0000007572		1,360.00
		Line Description:	Bee and Colony Abatement Bee and Colony Abatement Bee and Colony Abatement Bee and Colony Abatement Bee and Colony Abatement Bee and Colony Abatement Bee and Colony Abatement Bee and Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement			
0254935	08/08/25	P	Beginners Edge Sports Training LLC	0000027270		3,588.00
		Line Description:	Instructor Payments-Summer2025			
0254936	08/08/25	P	Brian Hillard Karate	0000030959		214.50
		Line Description:	Instructor Payments-Summer2025			
0254937	08/08/25	P	CHUBB	0000031158		1,432.74
		Line Description:	Long Term Care Ins-Jul 2025			
0254938	08/08/25	P	Carl Warren & Company	0000001578		3,994.09
		Line Description:	Wkrs Comp Admin Fee-Jul 25			
0254939	08/08/25	P	Chambers & Noronha	0000031433		220.89

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Subpoena Dep 001-00382495			
0254940	08/08/25	P	Cintas Corporation #640	0000023262		306.29
		Line Description:	Kitchen Cleaning Suppls-Jul 25			
0254941	08/08/25	P	City of Huntington Beach	0000002599		1,800.00
		Line Description:	Booking Fee-May 2025			
0254942	08/08/25	P	CivicPlus, LLC	0000031175		7,924.77
		Line Description:	Annual Social Media Archiving			
0254943	08/08/25	P	Continental Interpreting Services Inc	0000024355		700.00
		Line Description:	CC Study Interpreting Svc-7/8 CC Study Interpreting Svc-7/10			
0254944	08/08/25	P	County of Orange	0000003486		9,056.81
		Line Description:	Trffc Sigl Maint Jul 23-Jun 24 NPDES Water Quality Ord Imp			
0254945	08/08/25	P	Daniels Tire Service	0000001922		2,968.90
		Line Description:	For Warehouse Automotive Stock			
0254946	08/08/25	P	Daniels Tire Service	0000001922		156.00
		Line Description:	Pickup & Disposal of used Tire			
0254947	08/08/25	P	Data Ticket Inc	0000010929		5,587.82
		Line Description:	Parking Citation ProcessJun 25			
0254948	08/08/25	P	Davina Samuel	0000031447		500.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Refund Rec Dep 2009071.002			
0254949	08/08/25	P	Dylan Ly	0000031427		4,500.00
		Line Description:	Refund Permit EENC-23-0378			
0254950	08/08/25	P	Families Forward Inc	0000024105		11,573.93
		Line Description:	Homeless Prevnt Prog 5/19-6/29			
0254951	08/08/25	P	Fuel Pros Inc	0000026476		750.00
		Line Description:	Corp Yard Monthly DO Inspectio FS#2 Monthly DO Inspection FS#6 Monthly DO Inspection			
0254952	08/08/25	P	Galls LLC	0000002297		2,547.68
		Line Description:	Uniform-Lazaro Uniform-Carbajal Uniform-Duesund Uniform-Nabong Uniform-Maloata Safety Vest-Yurovsky			
0254953	08/08/25	P	Henderson & Borgeson	0000031445		166.78
		Line Description:	Subpoena Dep 001-00382001			
0254954	08/08/25	P	Hinderliter De Llamas & Associates	0000002537		8,000.00
		Line Description:	Cannabis Mgnt Prog-Jun 2025			
0254955	08/08/25	P	Interwest Consulting Group Inc	0000021505		2,853.44
		Line Description:	Fire Plan Review-Jun 2025 Plan Review Svc-May 2025			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254956	08/08/25	P	Jeremy Anderson	0000031446	30.00
		Line Description:	Refund 7/4/25 Celebration Tix		
0254957	08/08/25	P	Joe Mar Polygraph	0000030910	250.00
		Line Description:	Pholygraph Exam-6/27/25		
0254958	08/08/25	P	Joe Mar Polygraph	0000027462	2,250.00
		Line Description:	Pre Employment Polygraph Exam Pre Employment Polygraph Exam		
0254959	08/08/25	P	Liebert Cassidy Whitmore	0000002960	9,260.00
		Line Description:	LEGAL SERVICES - HR LEGAL SERVICES - CMO		
0254960	08/08/25	P	Maria Hernandez	0000013416	30.00
		Line Description:	Refund Rec Dep 2009074.002		
0254961	08/08/25	P	Melad & Associates	0000005068	4,768.32
		Line Description:	Consulting Plan Check Srvs Consulting Plan Check Srvs		
0254962	08/08/25	P	Michael Baker International Inc	0000024229	2,425.00
		Line Description:	Consulting Srvs		
0254963	08/08/25	P	Mouse Graphics	0000001170	10,165.03
		Line Description:	Format Prints, update signage		
0254964	08/08/25	P	Noregon Systems Inc	0000028887	3,599.00
		Line Description:	ANNUAL RENEWAL		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254965	08/08/25	P	Office Depot	0000003394		6,476.43
		Line Description:	Office Supplies-PD Office Supplies Fire Office Supplies-Finance Office Supplies-Maint Srvs Office Supplies-Engineering Office Supplies-City Manager Office Supplies-City Council			
0254966	08/08/25	P	Orange County Health Care Agency	0000000492		644.00
		Line Description:	Non Disposal Site Annual			
0254967	08/08/25	P	Pat Hill	0000002532		507.00
		Line Description:	Instructor Payments-Summer2025			
0254968	08/08/25	P	Paulette Suiter	0000026820		838.50
		Line Description:	Instructor Payments-Summer2025			
0254969	08/08/25	P	Priority Landscape Services LLC	0000026592		2,976.00
		Line Description:	Citywide Young Tree Care Srvs			
0254970	08/08/25	P	Quadient Inc	0000028798		3,868.00
		Line Description:	Flex Insert Feeder March			
0254971	08/08/25	P	Ron Gorman	0000025863		572.00
		Line Description:	Instructor Payments-Summer2025			
0254972	08/08/25	P	Scott Fazekas & Associates Inc	0000003961		5,205.91
		Line Description:	Consulting Plan Check			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254973	08/08/25	P	Skate Coastal LLC	0000031186		624.00
		Line Description:	Instructor Payments-Summer2025			
0254974	08/08/25	P	Skyhawks Sports Academy LLC	0000004040		1,365.00
		Line Description:	Instructor Payments-Summer2025			
0254975	08/08/25	P	Source Graphics	0000025326		1,337.06
		Line Description:	EQUIPMENT MAINTENANCE			
0254976	08/08/25	P	Southern California Gas Company	0000004092		208.64
		Line Description:	FS#6 6/26-7/28/25			
0254977	08/08/25	P	Tecta America	0000003718		900.00
		Line Description:	FS2 Service Call			
0254978	08/08/25	P	The Code Group Inc	0000025073		11,417.53
		Line Description:	Consulting Plan Check Srvs			
0254979	08/08/25	P	Third Wave Corporation	0000025874		10,663.00
		Line Description:	Procurement ERP Systems			
0254980	08/08/25	P	Townsend Public Affairs Inc	0000021510		6,825.00
		Line Description:	August 2025			
0254981	08/08/25	P	US Bank	0000002228		7,731.68
		Line Description:	Payroll Deductions 25-15			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254982	08/08/25	P	US Postmaster	0000004377		10,000.00
		Line Description:	Permit PI 4000 Bulk Mail Aug25			
0254983	08/08/25	P	Verizon Wireless	0000008717		2,545.65
		Line Description:	WIRELESS PHONE 5/18-6/17/25			
0254984	08/08/25	P	Ware Disposal Inc	0000000255		3,209.63
		Line Description:	CMBS July 2025			
0254985	08/08/25	P	Waterline Technologies Inc	0000014520		1,185.84
		Line Description:	DRC Pool Treatment DRC Pool Treatment			
					TOTAL	**$607,498.99**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020507	08/08/25	P	Bryce Beck	0000030898	24.00
		Line Description:	Standard Fld Sobriety Test		
020508	08/08/25	P	Christopher Jones	0000026593	16.00
		Line Description:	Computer Crime/Pre-Search		
020509	08/08/25	P	Guyon Foxwell	0000029370	631.00
		Line Description:	CA Homicide Investigation Conf		
020510	08/08/25	P	Jason Corlett	0000027510	28.04
		Line Description:	Civiliam Police Leadership		
020511	08/08/25	P	Jeffrey Vaughn	0000029559	9.38
		Line Description:	Mental Health Decision Making		
020512	08/08/25	P	Jonathan Jennings	0000029946	54.00
		Line Description:	Code Conference		
020513	08/08/25	P	Mark Anguiano	0000017153	28.04
		Line Description:	Civilian Police Leadership		
020514	08/08/25	P	Michael Luu	0000026362	1,104.00
		Line Description:	ICI Child Abuse CA Homicide Investigation Conf		
020515	08/08/25	P	Monica Trujillo	0000029969	28.04
		Line Description:	Civilian Police Leadership		
020516	08/08/25	P	Monique Pham	0000026754	28.04

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Civilian Police Leadership			
020517	08/08/25	P	Monte Peters	0000022201		215.00
		Line Description:	Shermon Block SLI			
020518	08/08/25	P	Yesenia Gallardo	0000029623		36.00
		Line Description:	Code Conference			
					TOTAL	**$2,201.54**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254997	08/15/25	O	Southern California Edison Company *Line Description:* Overflow	0000004088	0.00
				TOTAL	**0.00**

1,029.00
1,200.91
2,701,362.24
0.00
334,121.78
(28.04)

$ 3,037,685.89

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254986	08/11/25	P	FLDWRK, Inc	0000031421		1,029.00
		Line Description:	RENTAL OF FLDWRK FOR CITY REZO			
0254987	08/11/25	P	Wex Bank	0000014258		1,200.91
		Line Description:	Fuel 6/7-7/6/25			
					TOTAL	**$2,229.91**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254988	08/15/25	P	Advantage Color Graphics	0000025397	20,563.78
		Line Description:	SPOTLIGHT MAGAZINE		
0254989	08/15/25	P	Community Catalyst	0000030590	19,600.00
		Line Description:	CAAP Project-Jun 2025		
0254990	08/15/25	P	FileOnQ Inc.	0000030101	30,514.80
		Line Description:	Month Subscription Fee for Fie		
0254991	08/15/25	P	Law Office of Joseph Bakhos	0000031449	50,000.00
		Line Description:	Seattlement		
0254992	08/15/25	P	Newport Mesa Unified School District	0000003339	32,023.02
		Line Description:	Developers Fee-Jul 2025		
0254993	08/15/25	P	Onyx Paving Company Inc	0000031101	2,102,737.10
		Line Description:	Retention Proj 24-03 St Rehab Proj 24-03/400015		
0254994	08/15/25	P	Pinnacle Petroleum, Inc	0000029315	19,124.42
		Line Description:	Unleaded Fuel-PD		
0254995	08/15/25	P	SVT Fleet-Anaheim	0000030535	30,267.47
		Line Description:	515-Engine Repair Credit 571-Opacity Test 570-Opacity Test 572-Opacity Test		
0254996	08/15/25	P	Southern California Edison Company	0000004088	128,378.50

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	2590 Placentia B 7/9-8/6/25 BCC 7/9-8/6/25 Vet Hall 7/9-8/6/25 Street Lights July 25 Loan 8690 St Lights July 25 1940 Placentia 7/9-8/6/25 567 W 18th 7/3-8/4/25 745 W 19th 7/3-8/4/25 Shalimar Park 7/10-8/7/25 1587 Sunflower 7/10-8/7/25 717&721 James 7/9-8/6/25 2750 Fairview 7/2-8/3/25 Tennis Ctr 7/2-8/3/25 744 James A 7/9-8/6/25 2293 Canyon 7/9-8/6/25 745 W 18th 7/9-8/6/25 740 James 7/9-8/6/25 1350 S Coast 7/10-8/7/25 711 W 18th 7/9-8/6/25 707 W 18th 7/9-8/6/25 Parks Maint July 25 1990 Placentia 7/8-8/5/25 Signals July 25 734 James 7/9-8/6/25			
0254998	08/15/25	P	The Code Group Inc	0000025073		15,042.19
		Line Description:	Consulting Plan Check			
0254999	08/15/25	P	The Lincoln National Life Insurance Co	0000030039		15,754.50
		Line Description:	STD Ins Prem August 2025			
0255000	08/15/25	P	WSP USA Environment & Infrastructure Inc	0000029873		31,436.52
		Line Description:	NPDES Industr/Comm Inspection			
0255001	08/15/25	P	Yunex LLC	0000029573		25,639.06

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Traffic Signal Maint July 25 Traffic Singal Call Outs 7/25			
0255002	08/15/25	P	1st Jon Inc	0000018321		4,374.43
		Line Description:	PORTABLE RESTROOM RENTAL			
0255003	08/15/25	P	AT&T Mobility LLC	0000030878		1,937.08
		Line Description:	CMFR MCT Broadbnd4/27-5/26/25 CMFR MCT BB DC 5/27-6/26/25			
0255004	08/15/25	P	Adlerhorst International	0000000906		3,500.00
		Line Description:	Offsite K9 Training FY25-26			
0255005	08/15/25	P	Air Exchange Inc	0000024177		2,809.34
		Line Description:	Plymovent Repairs			
0255006	08/15/25	P	Allstar Fire Equipment Inc	0000000986		200.00
		Line Description:	SCOTT REPAIRS			
0255007	08/15/25	P	Amerinat	0000026372		2,000.59
		Line Description:	Services-June 2025 Service-May 2025			
0255008	08/15/25	P	Anomaly Squared	0000030491		1,249.06
		Line Description:	Call Center-Jul 2025			
0255009	08/15/25	P	AssetWorks Inc	0000020210		1,094.60
		Line Description:	Upgrade Win10 Disk			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255010	08/15/25	P	Barnum Stage Rental LLC	0000030762	1,000.00
		Line Description:	Stage Upgrad-CIP 2025		
0255011	08/15/25	P	Bob Hall & Associates	0000027193	7,650.00
		Line Description:	Executive Recruitment		
0255012	08/15/25	P	Bound Tree Medical LLC	0000011695	14,981.51
		Line Description:	EMS Supplies EMS Supplies EMS Supplies		
0255013	08/15/25	P	Brendan Ford	0000031457	300.00
		Line Description:	Art Commission Apr-Jun 2025		
0255014	08/15/25	P	Bureau Veritas North America Inc	0000016616	1,314.70
		Line Description:	Plan Check Svc-Jun 2025		
0255015	08/15/25	P	CA Dept of Tax & Fee Administration	0000025959	27.71
		Line Description:	Diesel Fuel Tax 7/1/24-6/30/25		
0255016	08/15/25	P	CAPE	0000001569	60.00
		Line Description:	2025-26 Mbrshp-Lawson		
0255017	08/15/25	P	CAPF	0000004755	2,537.00
		Line Description:	Firefighter LTD-August 2025		
0255018	08/15/25	P	CBE	0000015149	1,621.11
		Line Description:	Copier Usage 6/2-7/1/25		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255019	08/15/25	P	CDCE Inc	0000019481	5,850.87
		Line Description:	Panasonic Toughbook - FZ-G2		
0255020	08/15/25	P	CLEA	0000004754	3,904.00
		Line Description:	Police Officer LTD-August 2025		
0255021	08/15/25	P	Canon Financial Services Inc	0000023241	412.68
		Line Description:	Copier Lease-May 2025 Copier Lease-Jun 2025		
0255022	08/15/25	P	Carl Warren & Company	0000001578	2,257.89
		Line Description:	Subrogation Fee Subrogation Fee Subrogation Fee		
0255023	08/15/25	P	Community Legal Aid SoCal	0000030258	3,500.00
		Line Description:	2025 Sponsorship		
0255024	08/15/25	P	Continental Interpreting Services Inc	0000024355	1,300.00
		Line Description:	CC Mtng Interpreting Svc-7/15 CC Mtng Interpreting Svc-7/15		
0255025	08/15/25	P	County of Orange	0000003486	4,408.32
		Line Description:	Teletype Svc July 2025 AFIS Fees July 2025		
0255026	08/15/25	P	DKS Associates	0000024769	350.00
		Line Description:	Fairview/Belfast TS Design		
0255027	08/15/25	P	Daniels Tire Service	0000001922	1,638.33

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	For Warehouse Automotive Stock			
0255028	08/15/25	P	ECKERSALL LLC	0000025412		1,897.50
		Line Description:	GIS Svc 7/9-7/13/25			
0255029	08/15/25	P	Ecolab Pest Elimination	0000024420		1,710.24
		Line Description:	Pest Control Svc-Jun 2025			
0255030	08/15/25	P	Everett Dorey LLP	0000026882		1,789.50
		Line Description:	Legal Svc-June 2025			
0255031	08/15/25	P	First Choice Service	0000023961		1,554.94
		Line Description:	Coffee/Supp July 25 Coffee/Supp July 25 Coffee/Supp July 25			
0255032	08/15/25	P	Forensic Nurse Specialists Inc	0000014039		5,100.00
		Line Description:	Victim Physicals July 25			
0255033	08/15/25	P	Fuel Pros Inc	0000026476		750.00
		Line Description:	CorpYard Monthly DO Inspection FS#2 Monthly DO Inspection FS#6 Monthly DO Inspection			
0255034	08/15/25	P	Gallagher Benefit Services, Inc	0000030677		550.00
		Line Description:	2025 Classification Study			
0255035	08/15/25	P	Galls LLC	0000002297		1,117.06
		Line Description:	Uniform-Code Enforcement			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255036	08/15/25	P	Grainger	0000002393	385.48
		Line Description:	Comm Supplies Battery Pacl		
0255037	08/15/25	P	Haaker Equipment Company	0000002433	5,854.55
		Line Description:	Hydraulic Brake Gasket/Claim		
0255038	08/15/25	P	Hinderliter De Llamas & Associates	0000002537	4,000.00
		Line Description:	Cannabis Mgnt-Jun 2025		
0255039	08/15/25	P	Irv Seaver Motorcycles	0000010272	638.84
		Line Description:	Tire Repair		
0255040	08/15/25	P	Jacob Husen	0000031455	500.00
		Line Description:	Park & Comm Svc Feb-Mar 2025 Park & Comm Svc Apr-Jun 2025		
0255041	08/15/25	P	Jason Komala	0000031456	500.00
		Line Description:	Park & Comm Svc Feb-Mar 2025 Park & Comm Svc Apr-Jun 2025		
0255042	08/15/25	P	John Stephens	0000002112	108.04
		Line Description:	Business Meeting w/ Comm Mbr		
0255043	08/15/25	P	Kainoa Korionoff	0000031453	1,100.00
		Line Description:	Structural Collapse 1		
0255044	08/15/25	P	Kimball Midwest	0000006819	431.16
		Line Description:	Supplies		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0255045	08/15/25	P	Long Beach BMW	0000015745		3,907.08
		Line Description:	Apeed Lidar Holster Battery ABS Fault Rear Aux Brake Light/Pads Engine, Rear Brake Rotors Valve Check			
0255046	08/15/25	P	Marx Brothers Fire Extinguisher Company	0000003073		973.75
		Line Description:	Fire Extinguisher Services			
0255047	08/15/25	P	Merrimac Energy Group	0000021566		1,550.00
		Line Description:	Rent Temp Fuel Tank @ FS#3			
0255048	08/15/25	P	Mike Raahauges Shooting Enterprises	0000006853		500.00
		Line Description:	Range Fees-SWAT/Patrol			
0255049	08/15/25	P	NotePage Inc	0000029377		395.00
		Line Description:	PAGEGATE RENEWAL			
0255050	08/15/25	P	Orange County Chiefs of Police &	0000003427		250.00
		Line Description:	OCCSA 2nd Command Mbrshp 25-26			
0255051	08/15/25	P	Pamela Lilly	0000025324		750.00
		Line Description:	Payroll Dedcution 25-17			
0255052	08/15/25	P	Parkink	0000029297		3,770.39
		Line Description:	Items W/Custom Logo Parks Even			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0255053	08/15/25	P	Potal Languages-Costa Mesa	0000031444		234.00
		Line Description:	Instructor Payment-Summer 2025			
0255054	08/15/25	P	Prado Family Shooting Range	0000017668		450.00
		Line Description:	Range Fees July 2025			
0255055	08/15/25	P	Resource Building Materials	0000024350		449.32
		Line Description:	Sand for Graffiti Removal			
0255056	08/15/25	P	So Cal First Aid & Safety	0000026397		174.89
		Line Description:	Medical Supplies			
0255057	08/15/25	P	Southern California Shredding Inc	0000025605		40.00
		Line Description:	On-Site Shredding Services			
0255058	08/15/25	P	Southwest Lift & Equipment Inc	0000025759		3,337.00
		Line Description:	Annual Shop Hoist			
0255059	08/15/25	P	Staples Advantage	0000024532		6,289.66
		Line Description:	Office Supplies IT Office Supplies PD Office Supplies NHS Office Supplies Parks Office Supplies HR Office Supplies Finance Office Supplies City Manager Office Supplies Dev Srvs			
0255060	08/15/25	P	State of California	0000001546		424.24
		Line Description:	Payroll Dedcution 25-17			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0255061	08/15/25	P	The Lincoln National Life Insurance Co	0000030039		14,481.56
		Line Description:	AC & CI Ins Prem August 2025			
0255062	08/15/25	P	Tripepi Smith & Assoices Inc	0000029704		3,982.50
		Line Description:	Communications Support for Bus Communications Support for Bus			
0255063	08/15/25	P	UniFirst Holdings Inc	0000030616		215.27
		Line Description:	CLEANING SERVICE CMBS 7/21 CLEANING SERVICE CMBS 7/7 CLEANING SERVICE CMBS 7/14			
0255064	08/15/25	P	Verizon Wireless	0000008717		13,348.46
		Line Description:	WIRELESS PHONE 6/18-7/17 FIRE IPADS 6/18-7/17 PW Cell Phones 6/18-7/17/25 Parks Cell Phone 6/18-7/17/25 Subnet Broadband 6/18-7/17/25 PD Cell Phones 6/16-7/15/25			
0255065	08/15/25	P	Verizon Wireless	0000008717		4,756.63
		Line Description:	Netgen Broadway Thru 6/30 NextGen Broadband thru 4/30/25			
0255066	08/15/25	P	Vortex Industries Inc	0000004437		5,550.67
		Line Description:	Replace Exit Doors @ FS#1			
0255067	08/15/25	P	Ware Disposal Inc	0000000255		3,783.28
		Line Description:	James St Aug 2025 CMBS Aug 2025			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255068	08/15/25	P	West Coast Fence Co	0000021495	7,890.00
		Line Description:	FENCE INSTALLATION		
0255069	08/15/25	P	Wex Bank	0000014258	1,995.63
		Line Description:	Fuel 7/4-8/5/25		
0255070	08/15/25	P	Youngblood & Associates	0000029630	1,400.00
		Line Description:	Pre-Employment Polygraph		
0255071	08/15/25	P	Zoll Medical Corporation	0000021290	1,115.02
		Line Description:	AUTOPULSE AND DEFIBRILLATORS CPR Stat Padz, Rplcmt Pads		

TOTAL $2,701,362.24

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020519	08/15/25	P	Aaron Davis	0000020908		1,072.87
		Line Description:	Healthcare Policies InDisaster			
020520	08/15/25	P	Arash Rahimian	0000025730		180.00
		Line Description:	Biennial Renewal Civil Engr			
020521	08/15/25	P	CDW Government Inc	0000005402		13,022.50
		Line Description:	SOFTWARE LICENSE / MAINTENANCE HP Laserjet Pro-Printer ELECTRONIC EQUIPMENT COMPUTER EQUIPMENT Internet Switches for the main COMPUTER EQUIPMENT Internet Switches for the main COMPUTER EQUIPMENT COMPUTER EQUIPMENT			
020522	08/15/25	P	Charles Torres	0000011845		250.00
		Line Description:	Achievement Award Aug 2025			
020523	08/15/25	P	Costa Mesa Employees Association	0000006284		4,698.71
		Line Description:	Payroll Dedcution 25-17			
020524	08/15/25	P	Costa Mesa Executive Club	0000006286		340.00
		Line Description:	Payroll Dedcution 25-17			
020525	08/15/25	P	Costa Mesa Firefighters Association	0000001812		9,351.50
		Line Description:	Payroll Dedcution 25-17			
020526	08/15/25	P	Costa Mesa Police Association	0000001819		7,080.00
		Line Description:	Payroll Dedcution 25-17			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020527	08/15/25	P	Costa Mesa Police Management Assn	0000005082	315.00
		Line Description:	Payroll Dedcution 25-17		
020528	08/15/25	P	Enterprise Rent A Car	0000002131	2,741.56
		Line Description:	Undercover Car Rental Undercover Car Rental		
020529	08/15/25	P	Garrett Williams	0000031442	972.00
		Line Description:	Dispatcher Public Safety Dispatcher Public Safety		
020530	08/15/25	P	James Grovom	0000029196	1,500.00
		Line Description:	Homeland Security Crew Boss & Engine Boss		
020531	08/15/25	P	Kevin Bendezu	0000031450	24.00
		Line Description:	Standardizd Field SobrietyTest		
020532	08/15/25	P	Mark Anguiano	0000017153	28.04
		Line Description:	Civilian Police Leadership Civilian Police Leadership		
020533	08/15/25	P	Travel Costa Mesa	0000024750	292,545.60
		Line Description:	BIA July 2025		
				TOTAL	**$334,121.78**

End of Report

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
020513	8/12/2025	V	Mark Anguiano	0000017153	08/08/25	(28.04)

Line Description: Bank account closed. void-reissue.

TOTAL **($28.04)**

End of Report

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-424 **Meeting Date:** 9/2/2025

TITLE:

MINUTES

DEPARTMENT: **City Manger's Office/City Clerk's Division**

RECOMMENDATION:

City Council approve the minutes of the Special Closed Session meetings of July 1, 2025 and July 8, 2025.

SPECIAL CLOSED SESSION MEETING OF THE CITY COUNCIL
JULY 1, 2025 – 5:00 P.M. - MINUTES

CALL TO ORDER – The Special Closed Session meeting was called to order by Mayor Stephens at 5:01 p.m.

ROLL CALL
Present: Council Member Buley, Council Member Gameros, Council Member Marr (Via Zoom Webinar), Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Absent: None.

Ms. Hall Barlow, City Attorney requested to add to the Closed Session agenda Existing Litigation, Pursuant to California Government Code Section 54956.9 (b)(1) Ayman Ahmed Abdulmagid v. City of Costa Mesa, Orange County Superior Court Case No. 30-2024-01402612-CU-MC-CJC due to the item requiring action prior to the next regularly scheduled City Council meeting and arose after the posting of the current agenda.

PUBLIC COMMENTS:

Cynthia McDonald, Costa Mesa, spoke on the selection of a new City Manager.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez
MOTION: Add Existing Litigation, Pursuant to California Government Code Section 54956.9 (b)(1) Ayman Ahmed Abdulmagid v. City of Costa Mesa, Orange County Superior Court Case No. 30-2024-01402612-CU-MC-CJC item as requested by the City Attorney to the Closed Session agenda.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

SPECIAL CLOSED SESSION ITEM:

1. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to California Government Code Section 54957(b)(1)
Title: City Manager

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (b)(1)
Name of Case: Ayman Ahmed Abdulmagid v. City of Costa Mesa
Orange County Superior Court Case No. 30-2024-01402612-CU-MC-CJC.

Ms. Hall Barlow, City Attorney stated she did not expect reportable action from the Closed Session.

City Council recessed at 5:06 p.m. for Closed Session.

ADJOURNMENT – Mayor Stephens adjourned the Special Closed Session meeting at 6:24 p.m. and there was no reportable action taken.

Minutes adopted on this 2nd day of September, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

SPECIAL CLOSED SESSION MEETING OF THE CITY COUNCIL
JULY 8, 2025 – 4:30 P.M. - MINUTES

CALL TO ORDER – The Special Closed Session meeting was called to order by Mayor Stephens at 4:30 p.m.

ROLL CALL
Present: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

City Council recessed at 4:31 p.m. for Closed Session.

ADJOURNMENT – Mayor Stephens adjourned the Special Closed Session meeting at 5:02 p.m.

Minutes adopted on this 2nd day of September, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-386 **Meeting Date:** 9/2/2025

TITLE:

AGREEMENT FOR A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE CITY OF COSTA MESA AND NEWPORT-MESA UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2025-2026

DEPARTMENT: **POLICE DEPARTMENT**

PRESENTED BY: **SCOTT STAFFORD, LIEUTENANT**

CONTACT INFORMATION: **SCOTT STAFFORD, LIEUTENANT, (714) 754-5675**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the agreement for a School Resource Officer (SRO) Program between the City of Costa Mesa and Newport-Mesa Unified School District (NMUSD) for Fiscal Year 2025-26.

2. Authorize the Interim City Manager to execute the agreement.

BACKGROUND:

In 2001, the Costa Mesa Police Department began an SRO Program with NMUSD. The program consisted of two full-time police officers to staff Costa Mesa's two high schools and one intermediate school. The program was viewed as a tremendous success and a benefit to all parties involved.

Since then, the City and NMUSD have entered into annual agreements in connection with the SRO Program. In September 2022, the Department committed a third officer to the SRO Program, which was outlined in the SRO Program agreement for FY 2023-24.

ANALYSIS:

Since the SRO Program's inception, the primary mission of the SROs has been to prevent and deter school violence before it occurs. SROs help mitigate problems that might otherwise result in an emergency call for police services, thereby reducing the burden on Patrol Services and protecting those in the learning environment. SROs accomplish this by their presence on campus and regular interaction with school staff and students. In addition, SROs are a resource for students to advise on potential issues, which the SROs can proactively address and mitigate.

SROs are present on school campuses to ensure the safety and security of our schools. Additionally, SROs respond to and handle all criminal acts occurring on school campuses or in the immediate vicinity. In this respect, SROs conduct the initial investigation on a variety of crimes such as child abuse, assaults, thefts, graffiti, and narcotics-related crimes. Furthermore, SROs also provide

immediate and direct support to the school administration and campus security staff.

The current SRO agreement between the City of Costa Mesa and the Newport-Mesa Unified School District covers the period of July 1, 2024 through June 30, 2025. The proposed agreement for July 1, 2025 through June 30, 2026 maintains the same structure, terms, and scope of services as the existing agreement. Pursuant to the proposed agreement, the City will continue to assign three full-time Costa Mesa Police Department officers to serve as School Resource Officers at Costa Mesa High School, Estancia High School, and Back Bay High School, with additional support provided to other District schools in Costa Mesa as needed. The District will reimburse the City for 50% of the total salary and benefit costs of the assigned officers, and 100% of the costs for supplemental services requested for special events. The only substantive changes from the current agreement are the increase in salary and benefit costs for the officers and access to any camera or security systems.

ALTERNATIVES:

No other alternatives have been considered. If the SRO Program were discontinued, the Police Department would have to utilize staffing from Patrol Services to handle any campus-related calls for service. This alternative would draw upon the resources in the field and render them temporarily unavailable in other parts of the community. There would also be a lack of consistency in the services provided to the School District.

FISCAL REVIEW:

The combined annual salaries and benefits expense for three officers amounts to $1,136,604. NMUSD's share of this cost, which is $568,302, covers fifty percent (50%) of the total salaries and benefits. The remaining portion of the officers' salaries and benefits, is included in the Police Department's FY 2025-26 adopted budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the agreement and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal: Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends the City Council:

1. Approve the agreement for a School Resource Officer (SRO) Program between the City of Costa Mesa and Newport-Mesa Unified School District (NMUSD) for Fiscal Year 2025-26.

2. Authorize the Interim City Manager to execute the agreement.

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF COSTA MESA AND THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT FOR THE 2025-2026 FISCAL YEAR

THIS SCHOOL RESOURCE OFFICER SERVICES AGREEMENT ("Agreement") is entered into as of the 1st day of July, 2025 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("District").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.

B. District is a political subdivision of the State of California located in Orange County, California, and is organized and exists pursuant to the laws of the State of California.

C. District is in need of services as part of the School Resource Officer Program ("SRO Program"), as more fully described herein (the "Services").

D. District is authorized to enter into this Agreement pursuant to the laws of the State of California.

E. City employs sworn peace officers specially trained, experienced and competent to provide the Services and City is willing to provide the Services to District on the terms and in the manner provided in this Agreement.

F. This Agreement is not intended to modify any program or service provided by City to District as of the Effective Date except as expressly provided herein.

G. City and District are joining together in a collaborative effort to provide School Resource Officers ("SROs") to work with the school communities to help provide a safe and secure environment for all.

H. It is the stated goal of this Agreement to have a working partnership between the City and the District so as to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and District agree as follows:

1.0. TERM

The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2026, unless previously terminated as provided herein.

2.0. CITY'S DUTIES

2.1. Scope of Services. The Services shall include the following required and discretionary services designed to promote safety in the learning environment, which shall be provided at District schools located within the City, including Costa Mesa High School ("CMHS"), Estancia High School ("EHS"), Early College High School, Back Bay High School ("BBHS), TeWinkle Middle School, and any elementary schools in need of SRO presence, as requested by District.

(a) **Required Services.** City shall perform the following services:

(i) Assign three (3) full-time sworn officers employed by the Costa Mesa Police Department ("CMPD") to the function of SROs.

(ii) Establish and maintain a liaison between District personnel, CMPD personnel, and stakeholders in the juvenile justice system.

(iii) Serve as a resource to District employees, such as administrators, faculty and security personnel, as well as students and their guardian(s) on law enforcement-related issues including crime prevention and investigations.

(iv) Assign one SRO to CMHS, one SRO to EHS, and one SRO to BBHS. As needed, the SROs will share the responsibility of providing Services to the other District schools in the City, subject to the discretion of the Costa Mesa Chief of Police ("Chief of Police") to make assignment changes.

(b) **Discretionary Services.** City may, in the sole discretion of the SRO and/or the Chief of Police, perform the following services:

(i) Conduct patrol activities in and around the designated campuses.

(ii) Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.

2.2. Selection and Supervision of SROs. The Chief of Police will determine those individuals best suited for the assignment to the SRO Program in accordance with City's employment procedures and conditions and advise the District of the eligible candidates. The Chief of Police will consider input from the District representative as to the selection of the SROs, but the Chief of Police shall have the sole discretion in the

selection of the SROs. The Chief of Police's selections shall be final. The SROs shall perform the Services under the supervision and control of the Chief of Police.

2.3. Vehicles, Equipment, and Uniforms. Except as otherwise provided in this Agreement, City shall furnish all vehicles, equipment, and uniforms as may be required to support the SROs assigned to the District pursuant to this Agreement. City agrees that each SRO will perform his/her duties in full police uniform. The uniform will include safety equipment designated for use by sworn field personnel pursuant to CMPD policies and practices.

2.4. Schedule of Services; SRO Assignment. City shall schedule each SRO such that each SRO provides services four (4) days a week for ten (10) hours each day ("Normal Work Week"). The SROs will spend a minimum of seventy-five percent (75%) of their time allocated in this Agreement in and around the assigned schools. City shall use its best efforts to ensure that the same person provides Services to the same campus except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant City personnel policies or labor agreements, City shall use its best efforts to schedule SROs so that at least one (1) SRO is on duty each day that school is in session and that each SRO can be present during special school activities. On the days that there is only one (1) SRO on duty during the week, he/she shall serve as the SRO for both CMHS, EHS, and BBHS and will also be available to assist, if needed, any other District school in the City.

2.5. District Security. The Services performed by SROs pursuant to this Agreement are not intended to supplant those provided by existing District security personnel. District may request security services from City pursuant to other provisions of this Agreement.

3.0. DISTRICT'S DUTIES

3.1. Compensation. District shall compensate City for the Services as set forth herein.

3.2. Access to Student Records. District shall designate the SROs as designated school officials for student records purposes. SROs shall have access to students' education records when there is a legitimate educational interest in the records. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the SROs may only use the personally identifiable information contained in a student's record for the purposes for which the disclosure is made, such as for promoting school safety and the physical security of students. SROs shall not redisclose personally identifiable information from a student's educational record to any other outside sources, including the CMPD, without consent, unless the redisclosure meets an exception to consent in FERPA.

3.3. School Site Cameras and Security. District shall ensure SROs have access to cameras, security systems and tip-reporting systems for Costa Mesa schools.

3.4. Staff Liaison. District designates its Director of Student and Community Services, or an alternate as designated by the Superintendent, as a liaison to the CMPD to facilitate communication between District personnel and the SROs and to coordinate the SROs' activities with District activities and events.

3.5. Cooperation. District personnel shall cooperate with the SROs to facilitate the performance of Services pursuant to this Agreement.

3.6. Special Events; Supplemental Services. The SRO Program shall not supplant or alter the existing District practice of hiring CMPD personnel for the purpose of policing special events. District may request in writing that City provide additional services beyond the Normal Work Week by a SRO during evening or weekend events, such as Parent-Teacher Association (PTA) meetings, Back-to-School Night(s), Open House(s), sporting event(s), dance(s), prom(s) or other District-sponsored events. City shall use its best efforts to provide the requested services by the SRO assigned to the campus at which the event or activity is scheduled. If the District has requested an SRO's presence at an event, or requested supplemental services to be provided by an SRO, District agrees that District shall compensate City for such supplemental services in accordance with this Agreement.

4.0. COMPENSATION

4.1. Compensation. For Services provided during the Normal Work Week, District shall pay City fifty percent (50%) of the total compensation paid each SRO under this Agreement, as invoiced by City to District. The term "total compensation" includes salary and benefits as those exist on the Effective Date and as set forth in Exhibit "A," attached hereto and incorporated herein by this reference, and as such salary and benefits are modified from time to time during the term of this Agreement.

4.2. Supplemental Services. If District requests additional services beyond the Normal Work Week for special events, District shall pay City one hundred percent (100%) of the costs that City incurs in providing the additional services as requested by the District, with the understanding that City is generally required to pay SROs at least one and one-half (1.5) times their regular rate of pay for overtime.

4.3. Method of Billing. At the end of each quarter, City will invoice District for the SRO costs incurred during that quarter. District shall pay City's invoice within thirty (30) days of receipt of the invoice. If City provides supplemental services as provided herein, City will invoice District for such supplemental services following the provision of such services and District shall pay such invoice within thirty (30) days of receipt of an invoice from City.

4.4. Extended Closure of Schools. Should there be an extended closure of District schools (longer than 30 days) due to an unforeseen event that diminishes the need of SRO's on school campuses and allows City to redeploy SROs to other agency

duties, City will assume 80% of the costs of SRO's after the 30th consecutive day of such a closure while the District will continue to be responsible for 20% of the such costs. Equally shared costs of SRO's between the District and the City would resume once the District begins normal operations that includes the re-entry of students onto District campuses.

5.0. GRANT ADMINISTRATIVE REQUIREMENTS

City and District will be responsible for their own respective grant monies received, if any, in connection with the SRO Program, including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management issues.

6.0. TERMINATION

District or City may terminate this Agreement without cause any time, by giving thirty (30) days' written notice to the other party. In the event of termination, District shall compensate City for Services performed through the effective date of the termination. City shall continue to provide Services after notice to terminate and during the thirty (30) day notice period, unless District, in the notice, requests that City not perform Services.

7.0. INDEMNIFICATION

7.1. District Obligations. District agrees to defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with the District's negligent performance of this Agreement. District assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and, except as provided herein, assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the City.

7.2. City Obligations. City agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers harmless from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with City's negligent performance of this Agreement. Except as provided herein, City assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the District.

8.0. ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the express written consent of the other party.

9.0. NOTICE / REPRESENTATIVES

City and District have designated the following representatives to receive notices and act on their agency's behalf in the administration of this Agreement. Notices shall be deemed given when personally delivered to the District or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage prepaid, and addressed as set forth below.

CITY: Chief of Police
Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

DISTRICT: Superintendent of Schools
Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

10.0. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into for the sole benefit of City and District 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.

11.0. INDEPENDENT CONTRACTOR

The parties understand and agree that in performing the Services under this Agreement, City, and any person employed by or contracted with City to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the District.

12.0. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

13.0. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party

in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

14.0. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

15.0. AMENDMENTS

Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

16.0. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[Signatures appear on following page.]

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

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow
City Attorney

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

_____ Date: _____
Sara Jocham, Ed.D.
Assistant Superintendent of Student Support Services

APPROVED AS TO FORM:

_____
General Counsel

EXHIBIT A

SCHOOL RESOURCE OFFICER SALARIES FOR 2025-2026

City of Costa Mesa
School Resource Officer Program
Fiscal Year 2025-2026

	Amount per Officer
Salaries	$ 138,537
Special Pays (POST/Uniform/Liason/Retention/Bilingual)	36,612
Medicare Tax	3,002
Health Insurance Benefit	29,028
Employer 457(b) Contribution	2,855
Retirement Benefit	152,712
Insurance (Workers Comp/Liability/Unemployment)	16,123
	378,868
	x 3
Total Costs for Three Officers	$ 1,136,604
	x 50%
NMUSD share at 50%	$ 568,302

City of Costa Mesa
School Resource Officer Program
Costs by Officer
Fiscal Year 2025-2026

July 2025 through June 2026	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total Compensation
Monthly Salary	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	131,940
Other Comp	2,474	2,474	2,474	2,474	2,474	2,474	2,474	2,474	2,474	2,474	2,474	2,474	29,687
Medical	2,419	2,419	2,419	2,419	2,419	2,419	2,419	2,419	2,419	2,419	2,419	2,419	29,028
Medicare	242	242	242	242	242	242	339	242	242	242	242	242	3,002
Employer 457(b)	231	231	231	231	231	231	313	231	231	231	231	231	2,855
Retirement	12,248	12,248	12,248	12,248	12,248	12,248	17,985	12,248	12,248	12,248	12,248	12,248	152,712
Bilingual 5%	577	577	577	577	577	577	577	577	577	577	577	577	6,926
Unemployment	18	18	18	18	18	18	18	18	18	18	18	18	217
Workers Comp	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	13,910
General Liability	166	166	166	166	166	166	166	166	166	166	166	166	1,996
Holiday Cash Out							6,597						6,597
Total Monthly Comp One Officer	$ 30,530	$ 30,530	$ 30,530	$ 30,530	$ 30,530	$ 30,530	$ 43,043	$ 30,530	$ 30,530	$ 30,530	$ 30,530	$ 30,530	$ 378,868

Retirement Calculation	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Monthly Salary	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995	$ 10,995
Other Comp/Bilingual/Holiday	3,051	3,051	3,051	3,051	3,051	3,051	9,648	3,051	3,051	3,051	3,051	3,051
Uniform Pay (PERS)	37	37	37	37	37	37	37	37	37	37	37	37
Total Retirement	**14,083**	**14,083**	**14,083**	**14,083**	**14,083**	**14,083**	**20,680**	**14,083**	**14,083**	**14,083**	**14,083**	**14,083**
Employer Rate 86.970%	12,248	12,248	12,248	12,248	12,248	12,248	17,985	12,248	12,248	12,248	12,248	12,248
City's Retirement Cost	**12,248**	**12,248**	**12,248**	**12,248**	**12,248**	**12,248**	**17,985**	**12,248**	**12,248**	**12,248**	**12,248**	**12,248**

Notes to estimate compensation (per Lt. Everett) for agreement. These assumptions are based on replacing SRO officers as needed.
- assume all officers at top step for entire year
- assume all officers receive 10% Advanced POST and 7.5% Liason Pay
- assume all officers receive Bilingual Pay 5% top step Senior Police Officer
- assume all officers cash out 104 holiday hours (13 holidays x 8 hours each)
- assume all officers at highest PERS % including UAL, 86.970% for 25/26
- assume all officers receive Uniform Pay subject to PERS reporting
- *assume all officers receive 1.75% employer contribution to 457(b) (0.5% of base salary plus 1.25% all retirement earnings)*
- *assume all officers receive 5% Retention/Longevity Pay for 10 years sworn service (effective 6/29/25)*

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-416 **Meeting Date:** 9/2/2025

TITLE:

MAINTENANCE SERVICES AGREEMENTS FOR ON-CALL HVAC MAINTENANCE AND REPAIRS

DEPARTMENT: **PUBLIC WORKS DEPARTMENT /GENERAL SERVICES**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR, (714) 754-5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the Interim City Manager and the City Clerk to execute a two-year Maintenance Services Agreement (MSA) to provide on-call Heating, Ventilation and Air-Conditioning (HVAC) mechanical automation system repairs and maintenance services, with three (3) one-year renewal periods, in an aggregate amount not to exceed $200,000 annually in a form as approved by the City Attorney to:
   - FM Thomas
   - Harbor Pointe
   - Southland Industries
2. Authorize the Interim City Manager and the City Clerk to execute the agreements and any authorized amendments to the agreements.

BACKGROUND:

The Building Maintenance section of the Public Works Department is responsible for the maintenance and repair of 160 pieces of HVAC equipment throughout City facilities, including rooftop units, package units, boiler pumps, fan coils, exhaust fans, and mini-split systems.

These HVAC units serve approximately 130,000 square feet of building and office space spanning across 16 facilities. Of these 16 facilities, there are eight (8) that operate 24/7, which include six (6) Fire Stations, the Police Department Headquarters and Communications Center, and the City's Bridge Shelter.

Proper and routine maintenance of HVAC systems is essential for several reasons, including optimizing energy efficiency, protecting employee health, and preserving the longevity of the

equipment. As significant capital investments, HVAC systems require consistent upkeep to avoid costly replacements. Regular maintenance extends the lifespan of the components by ensuring that they are operating within their designed parameters. Neglecting maintenance can lead to deterioration or malfunction, which can trigger system-wide issues that lead to more significant damage requiring higher-expenditure repairs. Regular inspection and servicing prevent unexpected failures and high repair costs while ensuring compliance with health and safety regulations.

ANALYSIS:

On May 13, 2025, the City issued a Request for Proposals (RFP) on PlanetBids for on-call HVAC mechanical automation system repairs and maintenance services; five (5) responsive proposals were received. All proposals were reviewed for compliance with the City's RFP, and evaluated based on the method of approach, qualifications, experience, staffing, and cost proposal.

To ensure an objective selection process, an evaluation committee made up of various City staff was assembled, and all members evaluated proposals independently. After a thorough evaluation of the proposals, the evaluation committee finds FM Thomas, Harbor Pointe, and Southland Industries to be well qualified to provide on-call HVAC mechanical automation system repairs and maintenance services.

Below is the ranking of the proposals received:

	Score	Rank
FM Thomas	1200	1
Harbor Pointe Air	1015	2
Southland Industries	955	3
Southwest Mechanicals	845	4
Couts Heating Cooling	800	5

FM Thomas Air Conditioning has been in business since 1974. It is well known for its quality workmanship and has a reputation as one of Southern California's premier commercial HVAC contractors. They have been working on City HVAC systems for the last decade.

Harbor Pointe Air Conditioning & Control Systems, Inc. has been serving Orange, Los Angeles, and Riverside counties since 1989. Over the years, Harbor Pointe has developed expertise in air conditioning service, installations, energy management, retrofitting and maintenance. Harbor Pointe has successfully completed HVAC projects for the City of Costa Mesa in the past.

Southland Industries, founded in 1949, specializes in HVAC (Heating, Ventilation, and Air Conditioning) systems. They offer a range of services, including design, engineering, installation, maintenance, and emergency repairs for HVAC systems in various building types.

Therefore, staff recommends awarding the top three (3) HVAC companies with a two-year agreement with three (3) one-year renewal periods in an aggregate amount not to exceed $200,000 annually.

ALTERNATIVES:

The alternative to this Council action would be to reject all proposals and re-advertise the RFP. However, this may not result in better quality proposals for the requested services and would also cause equipment down time and considerable delays in repairs needed to the Air Conditioning systems running.

FISCAL REVIEW:

Funding for this MSA is budgeted in the FY 2025-26 Adopted Budget in various funds, including but not limited to the General Fund (Fund 101), Behavioral Health Fund (Fund 229), and Capital Improvement Fund (Fund 401). Additional funding up to the approved annual limit will be requested in future fiscal years' budgets.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the MSA (Attachment 1), and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This agreement works toward achieving the following City Council goals:

- Strengthen the Public's Safety and Improve the Quality of Life.
- Maintain and Enhance the City's Facilities, Equipment and Technology.
- Advance Environmental Sustainability and Climate Resiliency.

CONCLUSION:

Staff recommends the City Council:

1. Approve and authorize the Interim City Manager and the City Clerk to execute a two-year MSA to provide on-call HVAC mechanical automation system repairs and maintenance services, with three (3) one-year renewal periods, in an aggregate amount not to exceed $200,000 annually in a form as approved by the City Attorney to:

    - FM Thomas
    - Harbor Pointe
    - Southland Industries

2. Authorize the Interim City Manager and the City Clerk to execute the agreements and any authorized amendments to the agreements.

CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
F.M. THOMAS AIR CONDITIONING, INC.

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of September, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and F.M. THOMAS AIR CONDITIONING, INC., a California corporation. ("Contractor").

W I T N E S S E T H :

A. City proposes to utilize the services of Contractor as an independent contractor to provide on-call HVAC mechanical automation system repairs and maintenance services of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal, RFP No. 25-22 ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720, *et seq*.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000, *et seq*. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810, *et seq*., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor

Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to harassment, workplace violence, discrimination, minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City, or confidential information relating to the City's computer and security systems and programs. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed

confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit C. Contractor's total annual compensation shall not exceed Two Hundred Thousand Dollars ($200,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on September 1, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling,

suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by

Contractor; automobiles owned, leased, hired, or borrowed by Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

F.M. Thomas Air Conditioning, Inc.
231 Gemini Avenue
Brea, CA 92821
Tel: (714) 738-1062
Attn: Michael Feyka, Vice President

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5289
Attn: Daniel Jojola

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to 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.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. 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.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation

and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of 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.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

Agreement.

[Signature page follows.]

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

CONTRACTOR

_____ Date: _____
Signature

_____
Michael Feyka, Vice President

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Daniel Jojola
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Director of Public Works

APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS (RFP No. 25-22)

REQUEST FOR PROPOSAL

FOR

ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS AND MAINTENANCE SERVICES

RFP NO. 25-22

Costa Mesa

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Released on

May 13, 2025

REQUEST FOR PROPOSAL
FOR
ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS AND MAINTENANCE SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified contractors to provide HVAC mechanical automation repairs and maintenance services on an as needed basis. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Maintenance Services Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Maintenance Services Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $189.91 million and a total budget of $240.10 million for Fiscal Year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has an area of 16.8 square miles. It is in the northern coastal area of Orange County, California, and is bordered by the Cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine.

The City is a "full-service city" providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed all addenda to this solicitation. The city will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request for Proposal shall be governed by the following schedule:

Release of RFP	**May 13, 2025**
Deadline for Written Questions	**May 20, 2025, at 11:00 a.m.**
Responses to Questions Posted	**May 22, 2025**
Proposals are Due	**May 28, 2025, by 2:00 p.m.**
Approval of Contract	**TBD**

**All dates are subject to change at the discretion of the City.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A – Scope of Services**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined at the sole discretion of the City.**

   a. The proposer must have a period of five (5) Years experience in the performance in HVAC maintenance as specified in this RFP.

   b. The proposer must possess a valid C20, C4, C38 Licenses

   c. The proposer must be registered with the "DIR" Department of Industrial Relations.

   d. The proposer must have a planning/project Manager/Supervisor assigned to the contract with minimum of (5) Five years' experience within the last 8 years providing services equivalent or similar to services identified in this RFP.

   e. Contractor will be required to abide by the prevailing wage laws as required by state law, **Appendix D**.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments,

lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services**, **Appendix A** of this RFP.

- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:

    1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.

    3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

    4. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal

    5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide construction management services.

    2. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable of providing the services specified in the Scope of Work.

    3. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

4. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

5. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

- **Financial Capacity:** The City is concerned about the proposers' financial capability to perform and therefore is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

    - Provide a project team organization chart, identifying those who will perform the work, including a list of similar types of projects in which they have been directly involved is required.

    - The Supervisors will be the primary contract person to represent your firm and shall be the person to conduct the presentation, if invited an interview during the evaluation phase of the RFP.

    - Sub-contractors, if any, shall be identified with the same requirements as the proposer. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Cost Proposal:** Provide a fee schedule/pricing information which must include hourly rates for each category of employee or sub-consultants required to perform the services, quarterly service rate, labor rate, emergency call rate, after hour rate, and overtime rate as set forth in the Scope of Work. The City shall not provide reimbursement for business or travel-related expenses, materials, fees, licensing or other costs incurred; therefore, such costs must be absorbed in the hourly rate. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Maintenance Services Agreement:** The firm selected by the City will be required to execute a Maintenance Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms **Appendix C** included in this RFP, which should be included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
    6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.

- **Forms to Accompany Proposal: Appendix C** forms shall be attached at the end of the Proposal except for the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on May 28, 2025**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **May 20, 2025, at 11:00 A.M**. The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted on Planetbids.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit to the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

    - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

    - **W-9** – Current signed form W-9 (Taxpayer Identification Umber & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project Approach & Methodology ------- 45%**

2. **Qualifications & Experience of Firm ------- 25%**

3. **Key Personnel ---- 20%**

4. **Cost Proposal ----- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact the Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.

C. **Interviews, Presentation, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview and make a presentation. Interviews/presentations, if held, are tentatively scheduled for **the week of June 23** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview/presentation. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following the conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point and make a recommendation for the award. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

Recommendation for the award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to

competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals accepted pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

    - The Proposer shall file the written notice of appeal with the Purchasing Officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
    - The written notice of appeal must include specifics as to the nature of the appeal.
    - The Proposer must provide any and all documentation to support the appeal.
    - The purchasing officer will respond in writing to the Proposer within five (5) working days.
    - In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the City Council at the next available council meeting.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

    If prior to the contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

    - Preparing Proposal in response to this RFP.
    - Submitting that Proposal to the City.
    - Negotiating with the City any matter related to the Proposal; and,
    - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall

be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such a recommendation made to the City Council.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, except for the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

   A "Proposer" or "Proposer's representative" includes all the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their

Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. **Conditions to Agreement:** The selected Proposer will execute a Maintenance Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP.

    All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements, have been mandated by the City and can be modified only if extraordinary circumstances exist.**

    Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF SERVICES
FOR
ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS AND MAINTENANCE SERVICES

1.0 SCOPE OF WORK

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the CITY representative, all aspects of HVAC systems in CITY defined facilities. Contractor shall perform air-handling unit maintenance which includes but is not limited to; all services recommended by manufacturer; replacing air filters at least quarterly, at all serviced buildings. For the purpose of this contract, routine preventative HVAC maintenance including automation maintenance, programming and troubleshooting were applicable shall be defined as scheduled routine inspection and proactive service of HVAC systems to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein. Preventive maintenance services shall be provided by the Service Company on all equipment and associated devices related to the HVAC systems as outlined in this RFP referenced in "Exhibit A" "HVAC Equipment List" The Contractor shall furnish all personnel, parts, materials, test equipment, tools, and Services in conformance with the terms and conditions as outlined below in this RFP.

2.0 GENERAL REQUIREMENTS

2.1 ANNUAL MAINTENANCE

The proposer will perform at minimum, scheduled annual preventive maintenance in accordance with a Program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. The proposer will also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the HVAC Equipment List; see EXHIBIT A of this document. Preventative maintenance of all zone controls including but not limited to thermostats, VAV's, actuators, valves, relays, pneumatic control lines, switches, motors, and related equipment will be covered under Contractor's proposal. Calibration of thermostats, actuators, and velocity controllers will be performed quarterly.

2.2 QUARTERLY

The successful bidder shall check, change and supply all filters as needed on a quarterly basis during the normal operating season. Biocide tablets shall also be supplied and placed in condensate pans. Upon completion of the Quarterly Inspection a single written signed report shall be submitted to the owner noting any filters that required attention, repairs made or needed and any other potential problems or abnormalities noted.

2.3 MONTHLY

A visual walk thru inspection shall be made once per month. Any missed coils or filters that are dirty shall be cleaned or changed at the contractor's expense.

2.4 HVAC AIR FILTER CHANGING SERVICE

This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will ensure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. In the event the air filtering material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), the Contractor shall make the necessary adjustment at no additional cost to the CITY.

2.5 HVAC BELT INSPECTION & CHANGING SERVICE

This service will maintain the reliability and functionality of the units by inspecting drive belts quarterly and replacing belts that are worn or damaged. This service will ensure proper tension and friction on the belts, maintaining the efficiency and reliability of the equipment. In the event a belt fails between maintenance periods, it will be assumed the Contractor failed to inspect/replace it properly and the contractor will be required to replace it at no extra cost to the CITY.

2.6 AIR COOLED CONDENSER COIL CLEANING

This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.

2.7 EVAPORATOR COIL AND CLEANING

The proposer will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned bi-annually. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and/or other devices that allow the proper cleaning of the coil.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 ROOFTOP PACKAGED UNITS

Preventative maintenance service to be performed quarterly per manufacturer's recommendation. Some Examples:

- Filters changed quarterly on a minimum basis or as required.
- Lock out and tag out equipment as required.
- Check all electrical wiring & connections; tighten as required.

- Check all motor starter contactor surfaces for wear.
- Clean electrical control enclosures.
- Lubricate air handling unit motor bearings and fan bearings, if applicable.
- Check air handling unit belts for wear.
- Check belt tension and sheave alignment.
- Change belt and change as required.
- Check all mounting hardware, tighten as needed.
- Check and calibrate controls.
- Check condition of evaporator coils. Chemically clean as required.

Preventative maintenance service to be performed annually:

- Check and clean condensate drains, drain line and pan.
- Inspect air handling unit fan assembly.
- Lubricate condenser motors as required.
- Chemically clean condenser coil and fan blades.
- Check structural integrity of unit.
- Check and calibrate controls.

3.2 EXHAUST FANS

Preventative maintenance service to be performed annually per manufacturer's recommendation:

- Check all electrical wiring and connections and tighten.
- Check all motor starter contactor surfaces for wear.
- Clean starter and electrical control enclosures.
- Lubricate motor bearings and fan bearings.
- Check exhaust fan belts for wear, replace as required.
- Check belt tension and sheave alignment. Adjust as required.
- Inspect exhaust fan unit assembly.
- Check all mounting hardware. Tighten as required.

3.3 PACKAGE, GAS HEAT/ ELECTRIC COOL

Preventive maintenance: Same as Package units except add:

- Check integrity of heat exchanger
- Check and adjust burners for proper flames.
- Check for proper combustion and flue gas relief.
- Record discharge temperature, heating and cooling modes.
- Record return air temperature.
- Check and adjust operating and safety controls.

3.4 DAMPERS

- Perform maintenance quarterly.
- Clean and lubricate components.
- Check operation of dampers.
- Check and adjust operating and safety controls.

3.5 ROOFTOP MAKE-UP AIR UNITS

Preventative maintenance service to be performed quarterly per manufacturer's recommendation.

- Belt drives checked for wear, tension, alignment and dirt accumulation.

- Clean motor and lubricate if equipped with grease fittings.
- Check fan wheel for imbalance. Clean fan wheel if dirty and oily.
- Check heat exchanger for cracks.
- Check burner to see that the orifices are clear of any dirt or debris.
- Check all the sensors and safety devices.

4.0 MAINTENANCE COSTS

4.1 REGULAR MAINTENANCE WORK

The proposal shall clearly explain the scope of work included in the price for regular maintenance work and any work that is specifically excluded. All rates shall be inclusive of all charges including but not limited to the charges for overhead, profit, labor, equipment, tools, and all other costs.

4.2 WORK BEYOND SCOPE OF AGREEMENT

Bidders shall submit labor and material rates for repair and maintenance work beyond the scope of the Preventative Maintenance Agreement. Rates shall be provided for normal working hours as well as for nights, weekends and holidays.

5.0 SUPPLEMENTAL WORK

5.1 EXTRAORDINARY MAINTENANCE

Contractors be expected to be capable of repairing or replacing failed or worn moving parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems and provide a written analysis of such troubleshooting. The City shall not incur any extra charge for this analysis which will include an itemized listing of the equipment/parts that are proposed to be repaired or replaced. All work beyond and in addition to the routine Maintenance scope of the contract shall be considered Extraordinary Maintenance and will require that an estimate for that proposed work be provided to the Building Maintenance Superintendent or his or her designee for consideration.

5.2 WRITTEN ESTIMATE

The Contractor shall provide a written estimate to the City for approval prior to Performing any extraordinary maintenance. All written estimates shall include labor costs as shown on bid sheet. Final invoices shall contain original estimate and actual receipts for parts, materials, and equipment. Mileage will not be reimbursable.

6.0 RESPONSIBILITIES

The CITY and the Contractor's responsibilities are as follows:

6.1 FURNISHED ITEMS

The City will supply onsite storage at the CITY's Corp Yard warehouse for storing the Contractors provided air filters.

CONTRACTOR

6.2 PROJECT MANAGER

6.2.1 The Contractor shall provide a full-time Project Manager with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

6.2.2 The Contractor's Project Manager shall act as a central point of contact with the Maintenance Supervisor and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

6.2.3 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available at all hours, 365 days per year.

6.2.4 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

6.3 PERSONNEL

6.3.1 The Contractor must provide a minimum of two (2) certified technicians. One is required to have at least ten (10) years of refrigeration, and/or mechanical, and control experience. This is to ensure the CITY always has access to at least one (1) certified technician within 4-hour response time of the serviced facilities. Both technicians must have overall knowledge of all the equipment at each of the properties. Both technicians should be qualified to work on HVAC systems. Contractors shall maintain all equipment in accordance with the manufacturer's recommendation.

6.3.2 The CITY requires the Contractor, at the Contractor's expense, to conduct background security checks on their employees assigned to the Contract.

7.0 UNIFORM / IDENTIFICATION

7.0.1 The Contractor's employees assigned to the Contract shall always wear an appropriate uniform. The uniform must display the Contractor's company name. All uniforms, as required and approved by the CITY, will be provided by the Contractor, at the Contractor's expense. See EXHIBIT 1

7.0.2 The Contractor's employees must wear visible identification when working under the Contract on CITY property. The identification shall be:

- Contractor-issued photo ID

7.0.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

7.1 MATERIALS AND EQUIPMENT

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

7.2 TRAINING

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees should be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

7.3 PERIODIC MEETINGS

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars ($50.00). See EXHIBIT 1

8.0 HOURS / DAYS OF WORK

CITY Maintenance office hours are from 7:00 a.m. to 4:00 p.m. CITY offices are closed on the following Holidays:

- News Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

9.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the CITY a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the CITY for review. The plan shall include, but not be limited to the following:

The Contractor shall provide a spring and fall inspections report that will be fully documented in a written format. Each piece of equipment inspected shall have an individual work sheet denoting at a minimum the following items: Unit #, Unit Model and Brand, Unit size, the area serviced by unit, unit location, date, service technician and a complete listing of all service information checked on the unit. The completed written report shall be submitted to the owner in a 3-ring binder no later than one week after the inspection is completed.

The Contractor will provide a standard proof of work documentation, and date & time stamped photos of work in progress during preventive maintenance following completion of all work. The documents must include sufficient information to identify facility where work was performed,

purpose of work, date and timework was performed, parts used, type and amounts of chemicals/refrigerants, and name/cert # of technician(s) executing the work.

10.0 QUALITY ASSURANCE PLAN

The CITY will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

10.1PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT 1)

The CITY shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Contractor's work performance and efforts to remedy all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified.
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the CITY will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the CITY. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the CITY to have the service(s) performed by others. The entire cost of such work performed by others because of the Contractor's failure to

perform said service(s), as determined by the CITY, shall be credited to the CITY on the Contractor's future invoice.

10.2 PERIODIC PERFORMANCE REVIEWS

The CITY will conduct periodic reviews to evaluate the Contractor's performance.

10.3 CONTRACT DEFICIENCY NOTICE

The CITY will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a period mutually agreed upon by the CITY and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the CITY will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CITY within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for the correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CITY within ten (10) workdays.

10.4 CITY OBSERVATIONS

In addition to divisional contracting staff, other CITY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

11.0 ADDITION/DELETION OF SERVICES

The CITY reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the CITY and the Contractor.

EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Reference	Standard of Performance	Monitoring Method	Deductions
SOW Section 7.0.1 Uniforms	Contractor to ensure all employees wear approved uniforms	Inspection & Observation	$50 per occurrence
SOW Section 7.3 CITY required meetings	Contractor attendance at all monthly or as required meetings	Observation of Attendance	$50 per occurrence
SOW Section 10.1 Maintenance Reports	100% Completion of Required Services	Acceptance & Inspection of Reports	$50 per occurrence

EXHIBIT A

HVAC EQUIPMENT LIST

Balearic Center 1975 Balearic Drive		
Package Units		
Manufacturer	**Model #**	**Serial #**
Carrier	**38VMA060HDS3-1**	**2718V00373**
	40VMW030---3	**2319V00581**
	40VMW030---3	**2319V00582**
Carrier	**48VLNE600903-TP**	**0420F48692**
Fujitsu	**AOUH30PLAS1**	**NUQ 001534**
	ASUH30PLAS	**NUC000081**
Communications 79 Fair Drive		
Package Units		
Manufacturer	**Model #**	**Serial #**
Carrier	**48VGNA3606060**	**1019C41742**
Carrier	**48TCLA06A2A6A0A0A0**	**0515C56473**
Carrier	**48HCDD12A2D6A0A0G0**	**1319P37810**
Carrier	**48LVNB3606030TP**	**0215C22328**
Exhaust Fan		
Lorencook	**9UC10d**	
Lorencook	**9UC15D**	
Lorencook	**9UC15D**	
Lorencook	**10UC10D**	
Lorencook Return Air	**16CV**	
Infrared Gas Heater app bay		
Dayton	**21MK93**	
Dayton	**21MK93**	

Dayton	**21MK93**	
Old Corporation Yard - 2300 Placentia Ave		
Package Units		
Manufacturer	**Model #**	**Serial #**
Carrier	**48VLNA6009030TP**	**2614C39025**
Carrier	**25HCE448A500**	**4122E01136**
	FJ4DNXC48	**3223F01374**
New Corporation Yard - 2310 Placentia Ave		
Package Units		
Manufacturer	**Model #**	**Serial #**
York	**CZF06013CA**	**W1B2566351**
York	**YCJF24S41S1A**	**W1E2800649**
Air handlers		
Lenox	**CH602D6**	**6014C09825**
Lenox	**GS15Q3/4X-80-2**	**4689B02269**
Exhaust Fan		**B8563-01**
Downtown Recreation Center - 1860 Anaheim Ave		
Package Units		
Manufacturer	**Model #**	**Serial #**
Carrier	**48HJE012561**	**3500G30504**
Carrier	**48HJE006531**	**3200G20725**
Carrier	**48HJE008531**	**3900g34167**
Carrier	**48HJE004531**	**3300G24746**
Make Up Air Units Heat		
Modine 8000 CFM	**HFG400SMRLN20D2**	**1025200-1288**
Modine 8000 CFM	**HFG400SMRLN20D2**	**1025200-1289**
Modine 1850 CFM	**HFG150SMRLN20D2**	**1025200-1290**
Modine 1870 CFM	**HFG150SMRLN20D2**	**1025200-1291**
Exhaust Fans		
Lorencook	**135ACE-B**	
Lorencook	**135ACE-B**	
Lorencook	**150 ACRU 5B**	
Lorencook	**135ACE-B**	
Lorencook	**135ACE-B**	
Lorencook	**GEM GN-340**	
Lorencook	**GEM GN-340**	
Lorencook	**LITTLE GEM II**	
Lorencook	**LITTLE GEM II**	
Mesa Verde Library - 2969 Mesa Verde Drive East		
Manufacturer	**Model #**	**Serial #**
York	**ZH102N10N2AAA5A**	**N1M1414302**
York	**ZH102N10N4AAA5A**	**N1H1257787**

Donald Dungan Library - 1855 Park Ave		
Manufacturer	**Model #**	**Serial #**
Daikin	**RPS042D**	
Boilers		
LOCHINVAR	**KBN400**	**1813 109717160**
LOCHINVAR	**KBN400**	**1813 109717161**
Boiler Pumps		
Wilo	**STRATIS 3X3**	
Wilo	**STRATIS 3X3**	
Wilo	**STRATIS 1.25X3**	
Wilo	**STRATIS 1.25X3**	
Split System Fan Coil Unit		
Daikin	**FAQ24NPVJU**	
Daikin	**FTXN24NMVJU**	
Daikin	**FTXN24NMVJU**	
Daikin	**FTXN24NMVJU**	
Daikin	**FTXN18NMVJU**	
Daikin	**FXMQ48PBVJU**	
Daikin	**FXMQ72MVJU**	
Daikin	**FTXN24NMVJU**	
Daikin	**FAQ24NPVJU**	
Air Cooled Condensing Unit		
Daikin	**RXYQ48TAVJU**	
Daikin	**RXN24NMVJU**	
Daikin	**RXN12NMVJU**	
Daikin	**RXN12NMVJU**	
Daikin	**RXN18NMVJU**	
Daikin	**RXTQ48TAVJU**	
Daikin	**RXTQ60TAVJU**	
Daikin	**RXN24NMVJU**	
Exhaust Fans		
Greenheck	**CUE-161-VG**	
Greenheck	**SQ-98-VG**	
Fire Station # 1 - 2803 Royal Palm Dr		
Manufacturer	**Model #**	**Serial #**
VRF heat recovery unit		
Daikin	**REYQ168TTJU**	**1709073218**
Condensing Unit		
Daikin	**RXS24LVJU**	**E013544**
Supply fan		
Greenheck	**RSF-90-7-X**	**15161375 17J**

Exhaust Fan		
GreenHeck	**SWB-124**	
GreenHeck	**G-060-D**	
GreenHeck	**G-070-D**	
GreenHeck	**CSP-A200**	
GreenHeck	**CSP-A200**	
GreenHeck	**CSP-A125**	
GreenHeck	**CSP-A125**	
GreenHeck	**CSP-A125**	
GreenHeck	**CSP-1110**	
Fan Coil		
Daikin	**FXMQ24PBVJU**	
Daikin	**FXMQ07PBVJU**	
Daikin	**FXMQ12PBVJU**	
Daikin	**FXMQ18PBVJU**	
Daikin	**FXMQ07PBVJU**	
Daikin	**FXMQ07PBVJU**	
Daikin	**FXMQ15PBVJU**	
Daikin	**FXMQ24PBVJU**	
Daikin	**FXMQ07PBVJU**	
Daikin	**FXMQ07PBVJU**	
Daikin	**FXMQ07PBVJU**	
Daikin	**FXMQ07PBVJU**	
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Daikin	**FXMQ07PBVJU**	
Daikin	**FXMQ07PBVJU**	
Daikin	**FXMQ24PBVJU**	
Daikin	**FTXS24LVJU**	
AAON dehumidifier	**256162**	**202501-AYCD06506**
Fire Station # 2 - 800 Baker St		
Manufacturer	**Model #**	**Serial #**
Carrier	**48HCLA06A0A3A0A0A0**	**1115C79295**
Fire Station # 3 - 1865 Park Ave		
Manufacturer	**Model #**	**Serial #**
Rheem	**RQNA-B024JK 000**	**7260F310710036**
Rheem	**RQNA-B024JK 000**	**7260F240707261**
Rheem	**RQNA-B024JK 000**	**7260F200706879**
Rheem	**RQNA-B036JK 000**	**7262F290710193**
Apparatus Bay Heaters		

Reznor	**XL-45**	**ACD3183N180**
Reznor	**XL-45**	**ACD3183N181**
Hood Exhaust		
G. C. BREIDERT CO	**L01512**	
Fire Station # 4 - 2300 Placentia Ave		
Manufacturer	**Model #**	**Serial #**
Carrier	**50VT-C30-30TP**	**0418C22656**
Carrier	**48HCLA06A0A3A0A0A0**	**3618C79322**
Hood Exhaust		
Exhaust Fan		
Fire Station # 5- 2450 Vanguard Way		
Manufacturer	**Model #**	**Serial #**
Trane	**YFH211F4L0AA**	**120710473D**
Exhaust Fan 1		
Exhaust Fan 2		
Hood Exhaust		
Fire Station # 6 - 3350 Sakioka Drive		
Manufacturer	**Model #**	**Serial #**
Carrier	**48DJD006530**	**4391G45269**
Carrier	**48DJD005510**	**6210500**
Carrier	**48hCCLA04A2A5A0A0A0**	**2712C50199**
Carrier	**48DJD005510**	**4691G52010**
Exhaust Fan 1		
Exhaust Fan 2		
Lorencook	**100C10D**	
Westside Police Substation - 567 W. 18th St		
Manufacturer	**Model #**	**Serial #**
Carrier	**50VT-C48-30TP**	**4721F48480**
Rheem	**RQNJ-A048JK 000**	**7243F050704327**
Rheem	**RQNJ-B060JK 000**	**7472F080705452**
Rheem	**RQNJ-B060JK 000**	**7472F090704112**
International Comfort	**PHAD60N1K3**	**DYMC60G2**
Historical Society - 1870 Anaheim Ave		
Manufacturer	**Model #**	**Serial #**
Carrier	**24AHA460A500**	**4521X33602**
Carrier	**24AHA460A500**	**5021X26662**
	58SUA080E211220	
Neighborhood Community Center - 1845 Park Ave		
Manufacturer	**Model #**	**Serial #**
Daikin	**DPS012A**	

Daikin	**DPS012A**	
Exhaust Fan 1	**SP-A110**	
Exhaust Fan 2	**SFD-7.5-VG**	
Exhaust Fan 3	**CUE-090-VG**	
Fan Coil		
Daikin	**FBQ36PVJU**	
Daikin	**FBQ42PVJU**	
Daikin	**FBQ42PVJU**	
Daikin	**FTK24NMVJU**	
Daikin	**FDXS12LVJU**	
Daikin	**FTK12NMVJU**	
Daikin	**FBQ36PVJU**	
Air Cooled Condensing Unit		
Daikin	**RZQ36PVJU9**	
Daikin	**RZQ42PVJU9**	
Daikin	**RXS12LVJU**	
Daikin	**RZQ42PVJU9**	
Daikin	**RZQ36PVJU9**	
Daikin	**RK12NMVJU**	
Daikin	**RK24NMVJU**	

Bridge Shelter	**3175 Airway Ave**	
Carrier	**48GCLM05A2C6A0A3A0**	**4220C88021**
Carrier	**48HCDD07A2C6A0A3G0**	**4120P85853**
Carrier	**48GCLM05A2C6A0A3A0**	**4220C88022**
Carrier	**48HCDD07A2C6A0A3G0**	**4120P85852**
Carrier	**48GCLM06A2C6A0A3A0**	**4220C88086**
Carrier	**48GCLM06A2C6A0A3A0**	**4220C88084**
Carrier	**48GCLM06A2C6A0A3A0**	**4220C88085**
Toshiba	**RAV-SP180AT2-UL**	**91220032**
Restroom exhaust cook	**135R5B 135 ACRU**	**138SL29657 00/0000701**
Captive Aire	**DU180HFA**	
Econo-Air	**Part# CD-O A2-IH-1**	
Amerian Panel	**FW3678.11THWNL-F**	

EXHIBIT B

CONTRACTOR'S PROPOSAL

F. M. THOMAS AIR CONDITIONING, INC.

Contractor's License # 313574 231 Gemini Avenue, Brea, CA 92821
(800)660-0891 FAX(714)738-0886 (714)738-1062

May 26, 2025

Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, Ca 92628

EXECUTIVE SUMMARY

City-Wide service and construction contracts require a team, including the contractor, subcontractors, and supporting staff working cooperatively. A major weakness found in these contracts is a lack of coordination and teamwork between all parties involved, especially during inconvenient, yet urgent service requests. There needs to be an establishment of trust and confidence that the contractor will support the City to maintain efficient and safe operating conditions that benefit the City and general public.

We have found the following issues with Contractors and City Staff:

1. The primary technical point of contact has other responsibilities and cannot respond to immediate service requests.
2. Voicemail and email messages for service requests go unanswered.
3. Technicians do not carry extra parts or electronic diagnostic equipment, leading to extended service times.
4. Missing keys, ladders, and rigging equipment.

Our proposed solution(s):

A complete walk-through and review of the City's operations is conducted at the beginning of the contract. This includes a job start meeting where we cover the following issues:

- Outline policies and procedures for the contract.
- Provide procedures for submitting quotes.
- Establish areas of operation and laydown for immediate service needs.
- Review process and procedures. Get keys, stash ladders, set up rigging points in mechanical rooms (if not already available)
- Complete security access procedures for technicians assigned to the account. If available, gain contractor badges for at least 3 staff
- Provide a primary and (2) backup technician who are familiar with the above procedures.

I am your administrative point of contact. I have been working for FM Thomas for 25 years and am the senior sales manager and Vice President. I handle 7 other government accounts of equal or greater size than this contract.

If you have any questions, please feel free to give me a call.

[redacted]

Sincerely,
Michael Feyka, Vice President
Toll Free (800) 660-0891
mfeyka@fmthomas.com

F.M. THOMAS AIR CONDITIONING, INC.
YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974
Contractor License #313574
DIR #1000003383
Tel. 800.660.0891
Fax: 714.738.0886
www.fmthomas.com

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May 26, 2025

Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, Ca 92628

LETTER OF INTRODUCTION

Thank you for considering F.M. Thomas Air Conditioning for your service needs. We have been in business for over 50 years and have factory certified technicians on all makes and models. **F.M. Thomas has been the contractor of record for the City for the past 12 years.** We have met and exceeded all of the expectations made of us, as well as implemented multiple procedures to maximize the efficiency of the HVAC systems operations.

Additionally, we have worked closely with the City to start moving forward with a nonproprietary controls system for City buildings. So far we have completed the Senior Center and are discussing other critical buildings such as City Hall.

Our methodology and thorough service procedures have created the following value to the City and have allowed up to maintain very positive relationships with City facilities Staff, including Nick, Tung, Howard, and Doug Lovell.

- We provide Journeyman technicians to conduct the maintenance, rather than tradesmen. These technicians have 10+ years of experience and have the knowledge to recognize issues and potential issues and resolve them immediately.
- Service issues are immediately brought to the attention of City staff; allowing for discussions and quotes to make the necessary repairs
- Other issues, outside of HVAC, are brought to the attention of City staff to minimize cost and loss of service to the City. These items include clogged roof drains, water leaks into the building, loose electrical connections, and broken doors/hatches.
- Maintenance tasks are promptly completed as scheduled
- Multiple journeymen are assigned to the City who have a broad range of qualifications, including the following certifications: NATE, NCI, Daiken, Honeywell, Johnson Controls, Siemens, Carrier and Danfoss/Yasakawa drives.
- Strong working relationship with Siemens, ensuring that controls issues we cannot resolve in house will be resolved with the same urgency as if we were doing it.
- Our long-term relationship with the City allows for our internal staff, including our dispatcher and project manager, to correctly assign technicians based upon need and to follow all of the City rules and procedures correctly the first time.

- No OSHA/safety violations or City policy violations over the past 8 years.

We are a full-service air-conditioning company with the ability to service complex systems, service DDC / pneumatic controls, replace ductwork/piping, retrofit existing systems, and replace systems with our own forces.

• Air conditioning service, repairs and planned maintenance.
• Replacement of HVAC equipment and control systems.
• Extended warranty on air conditioning equipment.

Additionally, we have service agreements with some of the largest clients in Southern California, including the Los Angeles City General Services Division, LA Unified School District, City of Downey, City of Huntington Park, City of La Mirada, El Monte Union High School District, and Anaheim Union High School District.

We are fully compliant with DIR and City certified payroll requirements.

We have the following contractor licenses: B, C-4, C-20, and C-38

We are a licensed General Contractor and can handle prime contract HVAC related work. Please see our website for more information about the company. www.fmthomas.com.

• Honeywell controls authorized Contractor.
• Carrier CCN and I-Vu Certified Integrator.
• Licensed and bonded up to $2.5 million per job.

Our lead technicians are all Journeymen with 10+ years of experience. They have training and experience with Screw and centrifugal chillers, multi-stack chillers, VFDs, cooling towers, large packaged equipment, boilers, pumps, and variable flow split systems. Additionally, they have been full time lead technicians for the past 5 years and has managed other large public facilities, such as the City of Huntington Park, the City of La Mirada, and Huntington Beach School District.

I am your administrative point of contact. I have worked at F.M. Thomas for the past 20 years and am currently the Vice president of the company. I oversee large account management (companywide) and deal with a variety of issues, from initial kick off meetings, site walk through and surveys, billing disputes, and monthly meetings.

If you have any questions, please feel free to give me a call. .

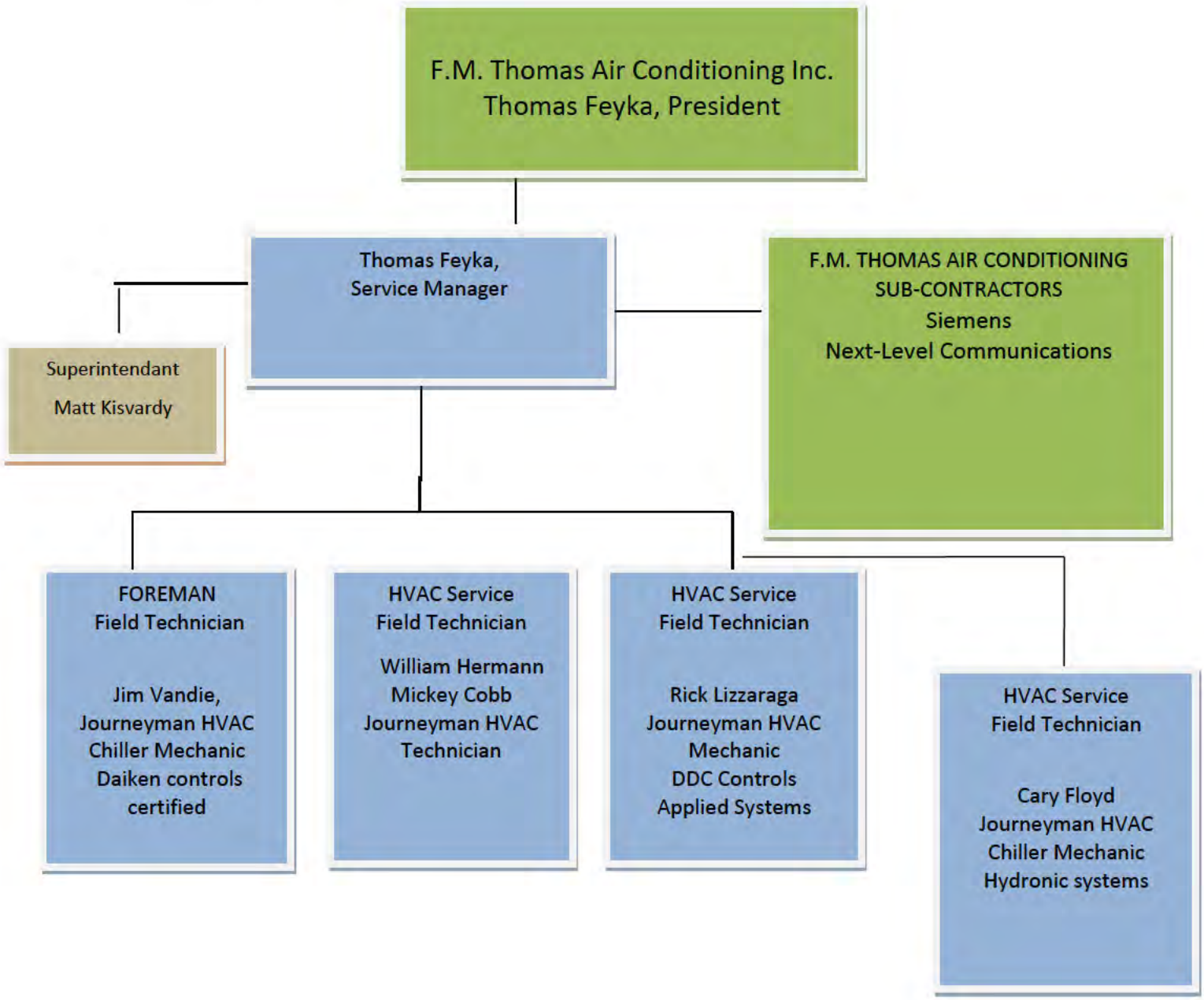
Sincerely,

[redacted]

Michael Feyka, Vice President
Toll Free (800) 660-0891
mfeyka@fmthomas.com

5351.2 1.3 CORPORATE ORGANIZATIONAL CHART

1.3 *Present an organization chart showing the key personnel for the project. Provide resumes of key personnel showing education, work experience and other credentials appropriate to performing the services.*



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DIR #1000003383

BACKGROUND AND PROJECT SUMMARY

City of Costa Mesa – How we do business

DATE: May 26, 2025

TO: Stephanie Urueta

FROM: Michael Feyka

RE: **RFP No. 25-22 HVAC Maintenance and Repairs**

The intent and purpose of this document is to outline our understanding of HVAC maintenance contracts, provide the City with background information on F.M. Thomas Air Conditioning, and additional qualifications that demonstrate our ability to service The City of Costa Mesa.

F.M. Thomas Air Conditioning has been a public works contractor for 50 years and has extensive experience in City wide service contracts. F.M. Thomas Air Conditioning has been the contractor of record for the past 12 years.

- Factory trained and knowledgeable Journeyman technicians capable of making all necessary repairs
- Factory level service on DDC controls and integration
- Same day response for emergencies and next day response for non-emergencies.
- Implementation of an organized and well-coordinated service plan to ensure timely and accurate service on all HVAC equipment as per the schedule
- Excellent communication between F.M. Thomas and City representatives
- Monthly meetings to discuss services completed and recommendations to maintain equipment
- Detailed service records and trending analysis
- No safety or health violations recorded.
- Strict Adherence to prevailing wages and apprenticeship requirements

Understanding of Service Agreement: We recommend monthly, quarterly, semi-annual and annual maintenance services per ASHRAE 180 and the City service standard procedures. These include common activities, such as checking pressure drops across filters, washing coils, monthly chemical treatment (closed loop), annual refrigerant leak inspections, tightening electrical connections, verifying good operation of thermostats and control devices, replacing belts annually, lubrication of bearings, dampers, and linkages, checking sight glasses, and inspection for cleanliness of condenser tubes, condenser coils, and running systems in heating and cooling modes to verify good operation. The end goal is to provide the City with factory level maintenance and to regularly report unscheduled repairs so that action can be taken to make the corrections. We routinely replace minor components as per the contract to mitigate larger scale repairs. Typical components include contactors, capacitors, belts, transformers, and fuses.

We agree with the City assessment of maintenance procedures and intend to follow them as per below:

SCOPE OF WORK

1. **General Requirements**

F.M. Thomas Air Conditioning shall provide all labor and materials necessary to provide four (4) Quarterly scheduled operational inspections including an annual shutdown inspection and service on each piece of equipment to be performed in April/May of each year. We will also provide (12) Monthly Walk around visits to review site conditions. All inspections and preventive maintenance service shall be performed in accordance with manufacturer recommendations and specifications. F.M. Thomas Air Conditioning shall also provide parts and labor for emergency repairs at the contract rate.

1.1.1 Equipment

F.M. Thomas Air Conditioning shall inspect all major system components quarterly (or as required) and perform scheduled preventive maintenance per manufacturer specifications and recommendations. This shall include but not be limited to the items listed in the City Attached specifications.

a. Please note that repairs recommended due to maintenance specific items shall be handled on a separate time and materials agreement.

1.1.2 Parts

Parts used in Quarterly and Annual inspections (or as required) shall be included at no additional charge

a. Please note that repairs recommended due to maintenance specific items shall be handled on a separate time and materials agreement.

1.1.3 Work Plan

F.M. Thomas Air Conditioning shall provide a complete work plan to ensure all requirements of the contract are accomplished as specified. The work plan shall include, but not be limited to monthly, Quarterly and annual checklists (or as required) and an emergency response plan including a

guaranteed response time. (**1 hours for critical systems and 2-4 hours for after-hour emergencies)**

1.1.4 Security

On site personnel shall wear a uniform bearing the company name while in the building. On site personnel shall sign the logbook located in the main lobby each time they enter or leave the building. Keys can be checked out at the main lobby desk and must be returned when leaving the premises.

1.1.5 Safety

F.M. Thomas Air Conditioning shall observe and compel its employees to observe and exercise all necessary caution and discretion to avoid injury to persons or damage to property of any kind. F.M. Thomas Air Conditioning shall be responsible for compliance with all OSHA, EPA, AQMD and other state, federal and local laws. F.M. Thomas Air Conditioning shall maintain MSDS sheets for all chemicals used.

a) Safety procedures specific to the City, including, but not limited to, vests, hard hats, steel toed boots, gantry's, Arc flash suites, lockout/tagout, and HEPA carts shall be used/followed without exception as appropriate.

1.1.6 Damage

In the event of damage to City property as a result of F.M. Thomas Air Conditioning's operations, the City will perform the necessary repairs and deduct the cost from subsequent payments to the F.M. Thomas Air Conditioning.

1.1.7 Emergency Repairs

a. F.M. Thomas Air Conditioning shall guarantee a maximum four (4) hour response time for emergency service calls, seven (7) days a week, twenty-four (24) hours a day, including holidays.
b. Labor and parts shall be billed at the rate specified on the price sheet.
c. If parts are not immediately available or the work cannot be performed at that time, F.M. Thomas Air Conditioning shall do everything possible to expedite delivery and/or discuss alternatives with the Facilities Manager.
d. F.M. Thomas Air Conditioning shall maintain good working relationships with equipment manufacturers, suppliers and sub-contractors needed to fulfill the contract requirements.

ABOUT F.M. THOMAS AIR CONDITIONING

About F.M. Thomas Air Conditioning: F.M. Thomas Air Conditioning has been in continuous business with the same owners for 45 years. We specialize in public works HVAC service, repair, and retrofit. We have staff and systems in place to handle common issues such as administrative paperwork, certified payroll, monthly billings, and technical meetings with City staff. Our technical staff regularly participates in technical training classes and is fully versed in repair and maintenance of packaged, applied/built up, and DDC controls. Our typical response time for service calls is same day or next day. We have other accounts

in the Inland Empire and can typically respond within 2-4 hours. **Our call back rate for the past 10 years has been less than 1% of our total service volume.**

Resumes of supervisors

Tom Feyka - President
Forty-six years of industry experience. Founding owner of F.M. Thomas Air Conditioning, Inc. President for thirty-eight years.

- Education: AA degree from Los Angeles Trade Technical College, 45 class credits from business school at East Los Angeles Community college. Numerous factory technical schools.
- Business Beliefs:
  Management – provide recognition of technical, sales and office staff. Create a learning opportunity to maintain technical leadership in our industry, encourage and direct policy to insure customer satisfaction, cost awareness, professional attitude, safety, quality workmanship and profitability.
- Monitor:
  F.M. Thomas controller provides weekly financial performance work sheets compared to budget, bi-weekly sales/financial meetings to evaluate performance, monthly supervisor meetings to update field matters and better understand the effect of F.M. Thomas policies.
- Modify:
  Objective adjustment(s) to F.M. Thomas budgets/goals when feedback indicates revision is necessary. Seek outside input from banker, bonding agent, CPA, insurance as reference data to move forward with changes as economy improves or declines.

Matt Kisvardy - Field Supervisor
Twenty-one years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Matt has attended factory training classes from McQuay, York, Carrier and Trane equipment manufacturers. He is also qualified to work on Carrier IVu Controls.

Jim Vandie – Journeyman Mechanic.
Twenty-five years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Jim is NATE certified, TAB certified (air balance), Daiken, Honeywell, Fujitsu and certified by Edison as a qualified energy services technician. He has a strong background in optimizing the energy consumption of systems through fine tuning of HVAC systems (air side and refrigeration side).

George Anthony - Controls Specialist
Thirty-nine years as a Controls Specialist, expert service, design and commissioning of Carrier DDC systems. Provides both on-site and telephone engineering support for DDC controls.

Rick Lizzaraga – Journeyman
Eighteen years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Rick has attended factory training classes from York, Carrier and Trane equipment manufacturers. He has been one of the lead technicians servicing the City and is familiar with the processes and procedures required.

Tim Lane – Manager, Sheetmetal Estimator
Twenty-two years in commercial HVAC as a sheetmetal Estimator. Tim is responsible for application and estimation of design and spec work. Tim is also familiar with large package units, fan coils and split systems for any type of installation. Don has worked in hospitals, schools, police and fire departments as well as other types of commercial and industrial buildings.

Michael Feyka – Vice President
Lead project manager and Sales engineer. Michael personally manages a dozen other City accounts of similar size and scope to this project. He has a various training certificates in Honeywell DDC controls, Economizer / demand control ventilation, and Edison sponsored indoor air quality certifications.

Jeremy Truelove – Project Management
Twenty-one years in the commercial HVAC industry with extensive administrative/project management of HVAC construction projects.

Thank you again for considering F.M. Thomas Air Conditioning for your service needs. Attached are some support documents which further detail our company and abilities to service your account.

Sincerely,

[redacted]

Michael Feyka, Vice-President

F. M. THOMAS AIR CONDITIONING, INC.

Contractor's License # 313574 231 Gemini Avenue, Brea, CA 92821
(800)660-0891 FAX(714)738-0886 (714)738-1062

May 26, 2025

Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, Ca 92628

METHOD OF APPROACH

Ref: RFQ 25-22 HVAC Maintenance and Repairs

Stephanie Urueta,

F.M. Thomas Air Conditioning, Inc. is in a unique position to provide HVAC Maintenance and Repair for The City. As the City's contractor of record for the past 12 years, we have the greatest knowledge of the specific systems of the City, as well as the history of performance of each unit. We also have established routines, service procedures, and access points. We have particular expertise in the DDC Controls and the integration of nonproprietary systems into the City's systems.

Most of our technicians have been with our company for over 20+ years and can work on equipment ranging from package units and split systems to chillers, air handlers and Daiken split systems. We currently have 20 technicians who can respond to your job sites for emergency and non-emergency service calls. We are a class B general contractor with additional licenses in C-20 Heating, Ventilation and Air Conditioning, C-4 Boilers, as well as in C-38 Refrigeration.

Our technicians are all factory certified and receive ongoing training to ensure that they perform to the highest levels of customer satisfaction. Additionally, our technicians bring their work vehicles home with them each night; our response time to emergency and non-emergency situations is outstanding because we are able to respond to calls in a timely fashion. Emergency calls are responded to within 2 hours, which is within your range of needed service.

Our dispatcher is a former service technician of 19 years and has an intimate knowledge of the types of maintenance and service issues that occur with the City. Due to his knowledge, he can evaluate the trouble call request and dispatch the proper technician to the call. During normal working hours (Monday through Friday, 7:00 am to 3:30pm), he is able to dispatch a technician to any of your job sites. During off-hours, we also have an answering service which alerts our on-call technicians to respond immediately.

All contracts and accounts are additionally serviced by an Account Manager and our Sales Manager, Tom Feyka, who has been with the company for over 40 years and has nearly 50 years of experience in the HVAC industry.

Per the scope of work, we will have the proper technician visit the job site on an as-needed basis to perform the necessary items listed to properly check your heating, ventilation and air conditioning services to keep them operating at optimal conditions. Additionally, we will abide by the scope of work and provide proper documentation noting the conditions of your units, and any repairs that may be necessary. If a written estimate for repairs is required, or the work needs to be bid on, our technician(s) will work with the Account Manager and Sales Manager to provide the District with a quotation for repairs and/or replacement.

Standard Procedures:

1. **Implementation – A** superintendent, Foreman, and Lead technician are assigned to your account. (See Org chart). We conduct a job start meeting prior to the contract start and routine follow up meeting to ensure expectations and outcomes are being achieved. The technician are assigned primary responsibility for the outcome of the services, which provides accountability to the City and FM Thomas.
    - **a.** Provide supervisors with schedules, completion dates, and recommended repairs
    - **b.** Provide City staff with proposals for minor repairs (under $1,000)
    - **c.** Identify tasks and deliverables

2. **Defined schedule of services -** Per the City's schedule of services, our dispatcher and project manager will develop a work schedule. This schedule will be discussed and periodically reviewed with the lead technician(s)

3. **Supervision -** A qualified journeyman will be assigned your account. He will be tasked with routinely doing supervisor walks of the properties each month as maintenance is completed. This allows us to proactively identify items of concern before they become emergencies

4. **Client Satisfaction –** F.M. Thomas already understands the needs of the City due to our 8 years of servicing the City. We understand the schedules and expectations of different members of the City staff, including Tung, Nick, and Howard and they understand the capabilities of our lead technicians, James and Jim Vandie.

5. **Needs from the City –** Due to our long service history, we only need a few items from the city.
    - **a.** Keys to all appropriate buildings
    - **b.** Schedules of operation
    - **c.** Any access restrictions per building

6. **Proactive maintenance –** We look for key indicators of future service problems when completing maintenance. Recommendations are made to repair/replace

these items in order to prevent future down time These items include, but are not limited to, the following:

- **a.** Check amperages of motors
- **b.** Check temperature splits (should always be 20 degrees for DX equipment)
- **c.** Verify the system has the factory charge
- **d.** Check contactors
- **e.** Verify thermostats are calibrated and programmed correctly
- **f.** Check air flow across coils and wash coils if needed
- **g.** Verify the volume of air produced is being received at the grilles and at the correct temperatures (for example a 5 ton system produces 1950 cfm at 55 degrees)
- **h.** Check TXV and filter driers for obstructions and replace as needed
- **i.** Check for leaks (condensate, oil, lubricants)
- **j.** Keep the job site clean. Having an orderly and unobstructed view of the systems allows for problems to present themselves more easily and demonstrates the quality of services provided.
- **k.** Check belt condition, tensions and adjustment of pulleys
- **l.** Replace filter quarterly and check air flow across filters for obstructions

7. **Communication –** It is key to have a good relationship with the facilities manager. By having weekly discussions of current activities and monthly review meetings, the facilities manager is able to understand and justify why certain repairs need to be done.

8. **Innovative and creative approaches –** We have identified some of the cost saving measures at the City to ensure efficient operation.
    a. Salt air conditions lead to degradation and blocking of condenser coils. Ensuring the coils are clean and air flow thru the coils is accurate is key to maintaining the correct 20-degree delta T
    b. Tighten electrical connections at each service. This will mitigate nuisance calls and inefficient use of electricity
    c. Identify and repair minor water and refrigerant leaks. This will mitigate compressor/ fan motor failures and water damage issues to the roof.
    d. Replace old disconnects and contactors to reduce the potential of damage and injury to equipment and staff
    e. Clean out roof drains to minimize water leaks/damage to the roof

If you have any questions regarding our procedures or the above work plan, please do not hesitate to contact us.

Sincerely,

[redacted]

Michael Feyka,
Vice President

F. M. THOMAS AIR CONDITIONING, INC.

Contractor's License # 313574 231 Gemini Avenue, Brea, CA 92821
(800)660-0891 FAX(714)738-0886 (714)738-1062

May 26, 2025

Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, Ca 92628

QUALITY CONTROL MANAGEMENT PLAN

Introduction: F.M. Thomas Air Conditioning is a service company by trade. This means that dealing with quality control is an integrated part of the business. We make thousands of service calls per year, and it is not uncommon that 1-2% of them lead to complaints and unsatisfactory outcomes; It is, after all, a business of dealing with problems.

Quality Assurance Program: Many companies use long and drawn out professionally written procedure manuals for Quality Assurance, and that's great, but they often fail to live up to such expectations because Quality Assurance ultimately comes down to the staff on the ground working together for a common good outcome. F.M. Thomas excels at Quality Assurance for the following reasons:

a. **Experience: We** have 2 generations (50 years) of direct experience in customer service; in fact, we are one of the few companies in the commercial space that has a higher percentage of service revenue than construction revenue.
    a. We currently maintain (7) other large scale maintenance accounts.
b. **Long Term Outlook:** All of our lead technicians have been with the company for more than 20 years, all of our office staff have been with us more than 10 years, and our best accounts have been with us for more than 10 years. Stability, consistency, and reliability lead to people being invested in the best outcomes for our customers.
c. Investment in Fundamentals: We have a strict policy of following factory standards in service and repair. When the technician completes the job, the system meets all of the requirements of optimal performance, including the correct amperages, temperatures, pressures, mechanical tolerances, refrigerant measurements and software accuracy. Additionally, there are no oil spots, grinding bearings, or flashing error codes.

Policies and Procedures (abbreviated): We discuss policies and procedures in greater detail on our method of approach, Business Prospectus, and Letter of Introduction

- **Subcontractors:** We mitigate performance issues with subcontractors much the same way as field staff, stability, reliability, and consistency; What this means for the County is that we use common vendors whom we develop common processes with to ensure good outcomes.

We ensure performance through the following specific procedures:

- **Annual job start meetings:**
  - Define FMT Expectations of the subs.
  - Emphasis OEM procedures to be followed.
  - Confirm they have the lead technicians' contact information.
  - Define customer on site policies and procedures (such as parking)
  - Confirm that uniforms and lettered trucks are being used.
  - Verify staff are being screened annually with background checks and drug screenings.
  - Define pricing and quoting policies and confirm existing pricing is accurate to scope of work.
  - Define lay down locations for stock and locations of available trash disposal.

- **Inspections:**
  - Our Service foreman will take pictures and inspect the performance of the equipment comparable to the customer's expected services. Deficiencies will be noted, and services will be completed.
  - Walk around inspections will be done to check for common red flags such as scale and rust build up.
  - Service Foreman will conduct routine meetings with lead technician(s) to ensure their procedures and expectations are followed.
- **Quality Control documentation:** Included in our proposal are common forms that are filled out, such as inspection checklists and work order tickets, that define who, where and when equipment was serviced.
  - Records are maintained per customer both digitally and physically at our site. Our dispatcher is a former technician of 19 years and is fully capable of reading and interpreting customer requests for clarification of records.
- **Warranty:** We have a policy of 1-year parts and labor warranties on work completed. Upon notification of a warranty, we will immediately dispatch a technician to inspect the issue and determine the warranty status. Warranty items are repaired with the same urgency as non-warranty repairs.
  - Should the issue not be a warranty, or the trouble call is a combination of warranty and non-warranty, the warranty work will be completed, and a quote will be provided for the non-warranty work.

- **Equipment:** Most of the equipment used to perform the services needed are on our trucks. **Enclosed is a list of truck stock typically carried to perform HVAC maintenance and repair.** Additionally, FMT equipment used will be the following:
  - Use of on-site storage of filters and belts
  - Hoses to be left in accessible locations on site for quick service.
  - Extra bottles of common refrigerant left on site (R134a, R410a, R22)
  - Common rigging equipment, such as come a longs, for rigging of motors and compressors.
  - Storage of extra rock salt for Annex cooling tower
  - Storage of surplus nonchemical Brine treatments for HQ water treatment (inside mechanical room)
  - Storage of 4-6 surplus in line filters for chilled water lines
  - 6' and 10' ladders

Common Problem:

1. Complaints: Customer is not satisfied with the outcome due to either administrative or production outcomes
2. Unsatisfactory outcomes: The end result does not meet expectations (ex. The boiler is not producing 180-degree water at the designated flow rate.)

Solution:

1. **Define the problem. (common)**
    - **a.** Set point is wrong.
    - **b.** Flame sensors or controllers malfunctioning
    - **c.** Tube bundle is rotted out / compromised.
    - d. The blower motor failed.
2. **Store common parts for emergency repairs (such as belts and fuses)**
3. **Recommend replacement of components subject to common failure on a schedule**
    a. Contactors every 2-3 years
    b. Fan capacitors annually
    c. Belts annually
    d. Wash evaporator coils annually)
    e. Replace backup batteries annually (thermostats)
    f. Replace liquid line driers (5 years)
4. **Conduct Eddy currents every 5-7 years to verify no leaks. (chillers)**
5. **Clean fire boxes annually**
6. **Exercise valves to ensure they don't freeze up (hydronic systems)**
7. **Review weather conditions and re-evaluate startup schedules on expected cold days (pre-heat building prior to 7 am)**

If you have any questions, please feel free to give me a call. .

Sincerely,

[redacted]

Toll Free (800) 660-0891
mfeyka@fmthomas.com

VENDOR APPLICATION FORM
FOR
RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMTION SYSTEM REPAIRS & MAINTENANCE SERVICES

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: F.M. Thomas Air Conditioning, Inc.

Contact Person for Agreement: Thomas Feyka

Title: President E-Mail Address: tfeyka@fmthomas.com

Business Telephone: 714-738-1062 Business Fax: 714-738-0886

Corporate Mailing Address: 231 Gemini Ave, Brea, Ca 92821

City, State and Zip Code:

Contact Person for Proposals: Thomas Feyka

Title: President E-Mail Address: tfeyka@fmthomas.com

Business Telephone: 714-738-1062 Business Fax: 714-738-0886

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION	☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL	☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP	☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Thomas Feyka, President		[redacted]
Carolyn Feyka, Secretary / Treasurer		[redacted]

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS & MAINTENANCE SERVICES** at any time after **May 13, 2025.**

[redacted]

Signature

Date: May 27th, 2025

Thomas Feyka

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **May 13, 2025**, with a City Councilmember concerning informal **RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS & MAINTENANCE SERVICES**. A copy of all such communications is attached to this form for public distribution.

_____

Signature

Date: _____

_____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No** X

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

CITY OF COSTA MESA HVAC MAINTENANCE SCHEDULE 2025-2026

Maintenance Frequency											
	Water Treatement	Package Units	Exhaust Fans	Air Compressors	Air Handlers	Multi-zone	Chiller	VFD	Computer room ac	Boiler	Cooling Tower
WEEKLY											
2.5 hours on site supervision											
(Time spread across all sites)											
MONTHLY											
scale and corrosion chemicals	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Operating Inspection - cooling	☐	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
(April - October)			☐			☐	☐	☐	☐		☐
Operating Inspection - Heating	☐	☑	☐	☐	☑	☑	☐	☑	☑	☑	☐
(November - March)											
QUARTERLY											
Filter changes	☐	☑	☐	☐	☑	☑	☐	☐	☑	☐	☐
Lockout/tagout	☐	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Check electrical connections	☐	☑	☑	☑	☑	☑	☑	☐	☑	☑	☑
check motor starters	☐	☑	☑	☐	☑	☑	☑	☐	☑	☑	☑
Clean electrical enclosures	☐	☑	☑	☐	☑	☑	☑	☑	☑	☑	☑
Lube a/h motor/fan bearings	☐	☐	☑	☐	☑	☐	☐	☐	☑	☐	☐
Check belt tension and sheave	☐	☑	☑	☐	☑	☑	☐	☐	☐	☐	☐
Check condition of cond. Coils	☐	☑	☐	☐	☑	☑	☐	☐	☑	☐	☐
check crankcase heater	☐	☑	☐	☐	☐	☑	☑	☐	☑	☐	☐
check safety/cut out devices	☐	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
check operational controls	☐	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Check for rust/oil leaks	☐	☐	☑	☑	☐	☑	☑	☑	☑	☐	☑
Drain tank, check auto drain	☑	☐	☑	☑	☐	☑	☑	☑	☑	☐	☑
check motor amperage/voltage	☐	☐	☑	☑	☐	☑	☑	☑	☑	☐	☑
check unit voltage	☐	☑	☑	☐	☐	☑	☐	☐	☑	☐	☐
Lubricate motors as required	☐	☑	☑	☐	☐	☑	☐	☐	☑	☐	☑
Check Burners (December)	☐	☑	☐	☐	☐	☑	☐	☐	☐	☑	☐
Check combustion/flue gas	☐	☑	☐	☐	☐	☑	☐	☐	☐	☑	☐
Discharge temperatures (seasonal)	☐	☑	☐	☐	☑	☑	☑	☐	☐	☐	☐
Return air temperatures (seasonal)	☐	☑	☐	☐	☑	☐	☑	☐	☐	☐	☐
Check economizer dampers	☐	☑	☐	☐	☑	☐	☐	☐	☐	☐	☐
Check static vane (if applicable)	☐	☐	☐	☐	☑	☐	☑	☐	☐	☐	☐
Check inlet/outlet water temp	☐	☐	☐	☐	☐	☐	☑	☐	☐	☑	☐
Check site glass	☐	☐	☐	☐	☐	☐	☑	☐	☑	☐	☐
Check for error codes/fault hist	☐	☐	☐	☐	☐	☐	☑	☑	☐	☐	☐
Check manual bypass	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐
Verify drive signal	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐
Check humidifier	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐
Check boiler flame (Nov-Feb)	☐	☐	☐	☐	☐	☐	☐	☐	☑	☑	☐
Check boiler for noise/vibration	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐

CITY OF COSTA MESA HVAC MAINTENANCE SCHEDULE 2025-2026

	Water Treatement	Package Units	Exhaust Fans	Air Compressors	Air Handlers	Multi-zone	Chiller	VFD	Computer room ac	Boiler	Cooling Tower
Maintenance Frequency											
QUARTERLY											
Inspect gaskets for leaks	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐
Check venting system	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐
Check Pilot assembly	☐	☐	☐	☑	☐	☐	☐	☐	☐	☑	☐
Check circulating pumps	☐	☐	☐	☐	☐	☐	☑	☐	☐	☑	☐
Check gas valves	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐
Check limit controls	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐
Check low water controls	☐	☐	☐	☐	☐	☐	☑	☐	☐	☑	☐
check burner/pilot ignition	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐
check air fan	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐
check exp tank and site glass	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐
Verify mechanical rooms clean	☐	☑	☐	☑	☑	☐	☐	☐	☐	☑	☐
fill out on-site service logs	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
ANNUAL											
Replace belts	☐	☑	☑	☐	☑	☑	☐	☐	☑	☐	☑
wash condenser coils	☐	☑	☐	☐	☑	☑	☐	☐	☑	☐	☐
leak check coils	☐	☑	☐	☐	☑	☑	☐	☐	☑	☐	☐
AQMD annual reports	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐
Clean out/blow out drains	☐	☑	☐	☐	☑	☑	☐	☐	☑	☐	☑
Oil samples	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐
Drain tank, check auto drain	☐	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐
Benchmark performance analysis	☐	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑

F.M. Thomas Air Conditioning, Inc.

Financial Statements

Year Ended December 31, 2022

See Independent Accountant's Review Report

F.M. THOMAS AIR CONDITIONING, INC.

Financial Statements

Year Ended December 31, 2022

See Independent Accountant's Review Report

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Aldrich CPAs + Advisors LLP
135 S State College Boulevard #370
Brea, CA 92821

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
F.M. Thomas Air Conditioning, Inc.
Brea, California

We have reviewed the accompanying financial statements of F.M. Thomas Air Conditioning, Inc. (an S corporation), which are comprised of the balance sheet as of December 31, 2022, and the related statements of income and retained deficit and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of F.M. Thomas Air Conditioning, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

[redacted]

Brea, California
April 25, 2023

F.M. THOMAS AIR CONDITIONING, INC.

Balance Sheet

December 31, 2022

See Independent Accountant's Review Report

ASSETS		
Current Assets:		
Cash	$	856,766
Contract receivables, net of allowance for doubtful accounts of $5,000		1,012,445
Employee retention credit receivable		211,730
Inventory		149,573
Prepaid expenses		68,915
Contract assets		22,364
Total Current Assets		2,321,793
Property and Equipment, net of accumulated depreciation		553,865
Right-of-Use Asset - Operating Lease, net of accumulated amortization		254,787
Note Receivable - Stockholder		184,911
Deposits		3,710
	$	3,319,066
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$	124,188
Accrued expenses		315,309
Current portion of long-term debt		55,999
Current portion of Economic Injury Disaster Loan		47,425
Current portion of lease liability - operating lease		101,121
Contract liabilities		101,632
Total Current Liabilities		745,674
Economic Injury Disaster Loan, net of current portion		1,952,575
Long-Term Debt, net of current portion		215,766
Lease Liability - Operating Leases, net of current portion		153,666
Total Liabilities		3,067,681
Stockholders' Equity:		
Common stock, $10 par value, 25,000 authorized, 1,000 issued and outstanding		10,000
Additional paid-in capital		250,000
Retained deficit		(8,615)
Total Stockholders' Equity		251,385
	$	3,319,066

See accompanying notes to financial statements.

F.M. THOMAS AIR CONDITIONING, INC.

Statement of Income and Retained Deficit

Year Ended December 31, 2022

See Independent Accountant's Review Report

Contract Revenues	$	5,568,179
Contract Costs		3,984,587
Gross Profit		1,583,592
Operating Expenses		1,688,713
Loss from Operations		(105,121)
Other (Income) Expense:		
Other income		(157,837)
Interest income		(8,216)
Interest expense		34,664
Total Other Income		(131,389)
Income Before Income Taxes		26,268
Income Tax Expense		800
Net Income		25,468
Retained Deficit, beginning		(34,083)
Retained Deficit, ending	$	(8,615)

See accompanying notes to financial statements.

F.M. THOMAS AIR CONDITIONING, INC.

Statement of Cash Flows

Year Ended December 31, 2022

See Independent Accountant's Review Report

Cash Flows from Operating Activities:		
Net income	$	25,468
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation		159,123
Changes in operating assets and liabilities:		
Contract receivables		(214,105)
Prepaid expenses		1,010
Contract assets		(6,413)
Accounts payable		(126,410)
Accrued expenses		35,552
Deposits		(3,710)
Contract liabilities		(97,803)
Net Cash Used by Operating Activities		(227,288)
Cash Flows Used by Investing Activity:		
Purchases of property and equipment		(93,893)
Cash Flows from Financing Activities:		
Note receivable - stockholder, net		193
Payments on note payable		(358,193)
Proceeds from Economic Injury Disaster Loan		1,500,000
Net Cash Provided by Financing Activities		1,142,000
Net Change in Cash		820,819
Cash, beginning		35,947
Cash, ending	$	856,766
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the year for interest	$	34,664
Cash paid during the year for operating leases	$	103,200
Supplemental Disclosure of Noncash Investing and Financing Activities:		
Property and equipment acquired under financing agreement	$	313,382
Right-of-use asset - operating leases recognized with adoption of ASC 842, Leases (Note 1) under lease liability	$	354,862

See accompanying notes to financial statements.

Note 1 - Business Activity and Summary of Significant Accounting Policies

Business Activity

F.M. Thomas Air Conditioning, Inc. (the "Company"), a California S corporation, incorporated in 1975, is a licensed contractor engaged in the retrofitting and servicing of air conditioning and heating systems. The Company serves governmental, industrial, and commercial agencies. In connection with its normal business activities, the Company may be required to acquire performance, bid and/or payment bonds. The surety issuing the bonds has recourse against certain assets of the Company in the event the surety is required to honor the bonds. The lengths of contracts vary, but contracts are typically completed in less than one year. For financial statement presentation, the normal operating cycle is one year.

Revenue and Cost Recognition

Construction Contracts

In the process of performing its construction contracts with customers, the Company considers each contract to be one performance obligation, unless circumstances dictate otherwise. This evaluation requires significant judgement. Payment terms and conditions in customer contracts vary. Contract payments are generally due in installments as specified in the contracts. Revenue for financial reporting purposes is recognized over time as the performance obligations are satisfied on an ongoing basis. Progress toward completion of the Company's contracts is measured by the percentage of cost incurred to date to estimated total costs for each contract. This method is used because management considers total cost to be the best available measure of progress on contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term.

Changes in job performance, job conditions, and estimated profitability may result in revisions to revenues and costs, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration are accounted for as changes in estimates in the current period. Variable consideration may include incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved. Recognition of variable consideration is limited to an amount that the Company estimates will not result in a significant reversal of revenue in future periods. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. During the year ended December 31, 2022, the Company made revisions in estimates to certain contracts that were in progress at December 31, 2022. The net effect of the changes caused a $22,064 decrease in 2022 gross profits from that which would have been reported had the revised estimates been used as the basis of recognition of contract profits in the preceding year.

Contract costs include all direct material, service cost, subcontractor, labor, and other direct costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of abnormal inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. The Company recognizes revenue for the transfer of uninstalled and unmodified materials to the customer, but only in an amount equal to the cost of the materials. Selling, general, and administrative costs are charged to expense as incurred.

The Company warranties its work to comply with both statutory and contractual requirements, therefore, the lengths of warranties vary. The Company did not incur significant warranty cost for the year ended December 31, 2022.

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Revenue and Cost Recognition, continued

Repair and Service Contracts
The Company provides repair, replacement, and emergency services to customers for air conditioning and heating systems. The Company also provides maintenance services to customers under maintenance contracts with service periods of typically twelve months. The Company considers each repair and service contract to be one performance obligation unless circumstances dictate otherwise. This evaluation requires significant judgement.

For repair and service contracts for which the Company has the right to consideration from the customer in an amount that corresponds directly with the value to the customer of the performance completed to date, the Company recognizes revenue as services are performed. For these contracts, the Company typically bills the customer a fixed amount for each hour of labor provided, as well as a fixed markup on materials used. Revenue recognized on these contracts is calculated in the amount to which the Company has a right to invoice for services performed.

For repair and service contracts that do not meet the preceding criteria, the Company recognizes revenue over time using the same methodology used for construction contracts. In these circumstances, the Company utilizes the cost-based input method because management considers total cost to be the best available measure of progress.

Service contracts are typically billed upon completion of the service. Repair contracts are typically billed in advance and in installments over the service period. Payment terms and conditions for service and maintenance contracts vary.

Contract Assets and Contract Liabilities
The contract asset, "Costs and estimated earnings in excess of billings on contracts in progress," represents revenues recognized in excess of amounts billed. The contract asset, "Contract retention," represents amounts held back for payment by an owner until certain contractual obligations have been completed by the company. The contract liability, "Billings in excess of costs and estimated earnings on contracts in progress," represents billings in excess of revenues recognized. Contract assets and liability are reported on a net basis for each contract.

Contract Receivables
Contract receivables are recorded when invoices are issued. Contract receivables are written off when they are determined to be uncollectible. The Company considers historical losses, review of specific problem accounts, existing economic conditions in the construction industry, and the financial stability of its customers when estimating its allowance for doubtful accounts. The Company had an allowance for doubtful accounts of $5,000 at December 31, 2022.

Generally, the Company considers contract receivables past due after 90 days. Contract receivables over 90 days totaled $128,643 at December 31, 2022, of which $24,200 was collected subsequent to December 31, 2022. When practical, the Company may file statutory liens on projects where collection problems are anticipated. The liens serve as collateral for contract receivables.

Inventory
Inventory, consisting primarily of parts and materials, is stated at the lower of cost (first-in, first-out method) and net realizable value.

Property and Equipment
The Company records property and equipment at cost. The cost of property and equipment is depreciated using the straight-line method over the estimated useful lives of the depreciable assets. Leasehold improvements are depreciated over the shorter of the remaining term of the lease or their estimated useful lives. Expenditures for maintenance and repairs are charged to expense as incurred. Major additions are capitalized. When property and equipment is sold or retired, the cost and accumulated depreciation are removed from the accounts and the resulting gain or loss is recognized.

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Leases

Adoption of New Policy
Effective January 1, 2022, the Company adopted Accounting Standards Update (ASU) 2016-02 *Leases*, which hereinafter will be referred to as "ASC Topic 842", using the permitted modified retrospective method. The standard provides guidance on the recognition, measurement, presentation, and disclosure of leases. The new standard supersedes previous accounting principles generally accepted in the United States of America (U.S. GAAP) guidance on leases and requires substantially all leases to be reported on the balance sheet as right-of-use assets and lease liabilities, as well as additional disclosures (See Note 8). Upon adoption, the Company recognized right-of-use assets and lease liabilities of $354,862. Management has analyzed the provisions contained in ASC Topic 842 and determined that there is no impact on retained earnings as of January 1, 2022, due to the adoption of the new policy.

Fair Value of Financial Instruments
The Company's financial instruments consist of cash, contract receivables, contract assets, note receivable – stockholder, accounts payable, contract liabilities, long-term debt, and operating lease, for which their current carrying amounts approximate fair market value as of December 31, 2022.

Income Taxes
The Company has elected to be taxed under the provisions of subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal corporation income taxes on its taxable income. Instead, the stockholders separately account for their proportionate share of the Company's items of income, deductions, losses and credits. Income of the Company is subject to California franchise tax. The Company is subject to certain state and local taxes, which have been recorded in the financial statements.

Accounting for Uncertain Tax Positions
The Company adheres to the accounting standards regarding "Accounting for Uncertain Tax Positions." This accounting standard provides detailed guidance for financial statement recognition, measurement and disclosure of uncertain tax positions. It requires an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position will not be substantiated under examination. The Company files income tax returns in the United States and various state and local jurisdictions. The Company had no uncertain tax positions as of April 25, 2023.

Use of Estimates
The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. Significant estimates used in preparing these financial statements include depreciation expense and estimated cost to complete, which have a direct effect on gross profit.

Subsequent Events
The Company has evaluated subsequent events through April 25, 2023, which is the date the financial statements were available to be issued.

Note 2 - Contract Receivables

Contract receivables consist of the following at December 31, 2022:

Completed contracts	$	927,171
Contracts in progress		90,274
		1,017,445
Less allowance for doubtful accounts		(5,000)
	$	1,012,445

At January 1, 2022, the contract receivable balance for completed contracts and contracts in progress, net of allowance for doubtful accounts of $5,000, was $798,340.

Note 3 - Contract Assets and Contract Liabilities

Costs, estimated earnings and billings to date on contracts in progress are as follows at December 31, 2022:

Costs incurred on contracts in progress	$	199,349
Estimated earnings		91,595
		290,944
Less billings to date		(374,487)
	$	(83,543)

Included in the accompanying balance sheet under contract assets and contract liabilities:

Costs and estimated earnings in excess of billings on contracts in progress (underbillings)	$	21,336
Billings in excess of costs and estimated earnings on contracts in progress (overbillings)		(104,879)
	$	(83,543)

Contract assets and contract liabilities are presented as follows as of December 31, 2022:

Contract Assets:		
Costs and estimated earnings in excess of billings on contracts in progress (underbillings)	$	21,336
Contract retention		4,275
Less contract retention reclassified from contract liabilities		(3,247)
	$	22,364
Contract Liabilities:		
Billings in excess of costs and estimated earnings on contracts in progress (overbillings)	$	104,879
Less contract retention reclassified to contract assets		(3,247)
	$	101,632

Note 3 - Contract Assets and Contract Liabilities, continued

At January 1, 2022, the balance of contract assets was $15,951 and the balance of contract liabilities was $199,435.

Note 4 - Property and Equipment

Property and equipment consists of the following at December 31, 2022:

	Useful Lives		
Vehicles	5 years	$	2,307,163
Leasehold improvements	15 - 39 years		230,767
Computers and software	5 years		148,490
Machinery and equipment	5 years		90,468
Furniture and fixtures	5 years		58,262
			2,835,150
Less accumulated depreciation			(2,281,285)
		$	553,865

Note 5 - Employee Retention Credit

The Coronavirus Aid, Relief, and Economic Security (CARES) Act provides for an Employee Retention Credit (ERC), which is a refundable tax credit against certain employment taxes. The Company determined that it qualifies for the tax credit under the CARES Act in 2021. During the year ended December 31, 2021, the Company claimed $211,730 related to the ERC. At December 31, 2022, the Company was still due refunds in the amount of $211,730, which is recorded as a current receivable on the balance sheet as the Company expects to receive the remaining balance within the next twelve months.

Note 6 - Long-Term Debt

Long-term debt consists of the following at December 31, 2022:

Notes payable to various financial institutions, secured by vehicles, due in aggregate monthly payments ranging from $656 to $2,335, including interest ranging from 1.90% to 6.59%, maturing through October 2027.	$	271,765
Less current portion of long-term debt		(55,999)
	$	215,766

Note 6 - Long-Term Debt, continued

Following is a summary of future principal payments at December 31, 2022:

Year Ending December 31,	
2023	$ 55,999
2024	53,613
2025	55,846
2026	59,105
2027	47,202
	$ 271,765

Note 7 - Economic Inquiry Disaster Loan Program

The Economic Inquiry Disaster Loan Program (EIDL) consists of the following at December 31, 2022:

Note payable totaling $500,000 granted under the EIDL program approved by the Small Business Administration (SBA). In 2022, the Company received additional EIDL proceeds of $1,500,000. The loan terms require certain use of loan proceeds. Advances accrue interest at 3.75% per annum and monthly principal and interest payments of $10,061 beginning from January 1, 2023. All remaining unpaid principal and interest is due and payable by August 31, 2050. The loan is secured by substantially all the assets of the Company and guaranteed by the Company's stockholder.	$ 2,000,000
Less current portion of EIDL	(47,425)
	$ 1,952,575

Following is a summary of future principal payments:

Year Ending December 31,	
2023	$ 47,425
2024	49,234
2025	51,113
2026	53,063
2027	55,087
Thereafter	1,744,078
	$ 2,000,000

Note 8 - Leasing Arrangements

The Company leases office and shop space from a related party through common ownership under a long-term operating lease agreement expiring in June 2025. Base monthly payments were $8,600 as of December 31, 2022.

Lease expense under related party operating leases was $103,200 for the year ended December 31, 2022, of which $51,600 was included in contract costs.

Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. The lease agreements do not contain any material residual value guarantees.

The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of-use asset and a lease liability at the lease commencement date. The lease liability is initially measured at the present value of the unpaid lease payments at the lease commencement date. Key estimates and judgments include how the Company determines the discount rate, the lease term, and the lease payments.

When the discount rate implicit in a lease is not readily determinable, the Company calculates the lease liability using the risk-free rate.

The following summarizes the operating right-of-use asset as of December 31, 2022:

Operating lease right-of-use asset	$	354,862
Accumulated amortization		(100,075)
	$	254,787

The amounts contractually due on lease liabilities were as follows at December 31, 2022:

Year Ending December 31,		
2023	$	103,200
2024		103,200
2025		51,600
Total lease payments		258,000
Less interest		(3,213)
Present value of lease liability	$	254,787

Note 8 - Leasing Arrangements, continued

Supplemental balance sheet information related to leases as of December 31, 2022 was as follows:

Weighted average remaining lease term - Operating lease	2.5
Weighted average discount rate - Operating lease	1.04%

Related party leases include the following information at December 31, 2022:

Operating lease right-of-use assets	$	254,787
Operating lease liabilities	$	254,787
Operating lease expense	$	103,200
Operating cash flows from operating leases	$	103,200

Note 9 - Employee Benefit Plan

Profit Sharing 401(k) Plan
The Company sponsors a Profit Sharing 401(k) plan covering all non-union employees who satisfy the eligibility requirements. Employees may contribute up to the annual permissible dollar limit in effect for the plan year, subject to certain federal income tax limitations. The Company may make a matching contribution based on the participant's salary deferrals with certain limitations and may make an additional discretionary profit-sharing contribution. Employee contributions are 100% vested and employer contributions vest according to a vesting schedule. The Company made $185,033 in profit-sharing contributions and no matching contributions for the year ended December 31, 2022.

Note 10 - Related Party Transactions

The Company has made an election, available to private companies, related to the reporting of related parties that are under common control. Under this election, if specific criteria are met, the Company is not required to consolidate its commonly controlled related parties. The Company believes it has met the requirements and is not consolidating its commonly controlled related parties.

Note Receivable - Stockholder
The Company has a note receivable due from its sole stockholder. The note is unsecured and bears interest at the applicable federal rate of 4.19%. The balance outstanding on the note was $184,911 at December 31, 2022. Unpaid principal and accrued interest are due on demand. The Company does not expect to collect the outstanding balance within one year, therefore, the balance has been classified as long term. Interest income related to the note was $7,517 for the year ended December 31, 2022.

Leasing Arrangements
Information about related party leasing activity is included in Note 8.

Note 11 - Concentration of Credit Risk

Cash
The Company maintains its cash in bank deposit accounts that are insured by the Federal Deposit Insurance Corporation (FDIC) up to a limit of $250,000 per depositor. The Company has not experienced any losses in its bank deposit accounts and believes it is not exposed to any significant credit risk on cash.

Major Customers
Contract receivables result from performance under contracts with various customers. A single customer represented 24% of company's contract receivables or retention for the year ended December 31, 2022. A single customer represented 31% of total revenue for the year ended December 31, 2022. The Company's credit risk related to contract receivables is minimized by the Company's rights under lien laws on construction contracts subject to those laws.

Note 12 - Backlog

Backlog represents the amount of revenue the Company expects to realize from work to be performed on contracts in progress at year-end, letters of intent, and contractual agreements on which work has not begun.

The following schedule shows a reconciliation of backlog representing signed contracts, in existence at December 31, 2022:

Balance, January 1, 2022	$	687,251
New contracts and contract adjustments		5,200,122
		5,887,373
Less contract revenue earned during the year		(3,646,268)
Balance, December 31, 2022	$	2,241,105

F.M. Thomas Air Conditioning, Inc.

FINANCIAL STATEMENTS

Year Ended December 31, 2023
See Independent Accountant's Review Report

Aldrich

F.M. THOMAS AIR CONDITIONING, INC.

Financial Statements

Year Ended December 31, 2023

See Independent Accountant's Review Report

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Aldrich CPAs + Advisors LLP
135 S State College Boulevard #370
Brea, CA 92821

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
F.M. Thomas Air Conditioning, Inc.
Brea, California

We have reviewed the accompanying financial statements of F.M. Thomas Air Conditioning, Inc. (an S corporation), which are comprised of the balance sheet as of December 31, 2023, and the related statements of operations and retained deficit and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of F.M. Thomas Air Conditioning, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

[redacted]

Brea, California
March 26, 2024

F.M. THOMAS AIR CONDITIONING, INC.

Balance Sheet

December 31, 2023

See Independent Accountant's Review Report

ASSETS		
Current Assets:		
Cash	$	563,251
Contract receivables, net of allowance for credit losses of $5,000		1,225,620
Inventory		149,573
Prepaid expenses		92,832
Contract assets		21,754
Total Current Assets		2,053,030
Property and Equipment, net of accumulated depreciation		743,721
Right-of-Use Asset - Operating Lease, net of accumulated amortization		153,666
Note Receivable - Stockholder		476,437
Deposits		3,710
	$	3,430,564
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities:		
Accounts payable	$	410,835
Accrued expenses		328,285
Current portion of long-term debt		93,520
Current portion of Economic Injury Disaster Loan		23,045
Current portion of lease liability - operating lease		102,178
Customer deposits		24,000
Contract liabilities		101,575
Total Current Liabilities		1,083,438
Long-Term Debt, net of current portion		345,827
Economic Injury Disaster Loan, net of current portion		1,976,955
Lease Liability - Operating Lease, net of current portion		51,488
Total Liabilities		3,457,708
Stockholders' Deficit:		
Common stock, $10 par value, 25,000 authorized, 1,000 issued and outstanding		10,000
Additional paid-in capital		250,000
Retained deficit		(287,144)
Total Stockholders' Deficit		(27,144)
	$	3,430,564

See accompanying notes to financial statements.

F.M. THOMAS AIR CONDITIONING, INC.

Statement of Operations and Retained Deficit

Year Ended December 31, 2023

See Independent Accountant's Review Report

Contract Revenues	$	7,213,639
Contract Costs		5,435,322
Gross Profit		1,778,317
Operating Expenses		1,937,260
Gain on Sale of Property and Equipment		(15,800)
Loss from Operations		(143,143)
Other (Income) Expense:		
Interest income		(19,978)
Other income		(64)
Interest expense		153,624
Total Other Expense		133,582
Loss Before Income Taxes		(276,725)
Income Tax Expense		804
Net Loss		(277,529)
Retained Deficit, beginning		(8,615)
Stockholder Distributions		(1,000)
Retained Deficit, ending	$	(287,144)

See accompanying notes to financial statements.

F.M. THOMAS AIR CONDITIONING, INC.

Statement of Cash Flows

Year Ended December 31, 2023

See Independent Accountant's Review Report

Cash Flows from Operating Activities:		
Net loss	$	(277,529)
Adjustments to reconcile net loss to net cash from operating activities		
Depreciation		185,692
Gain on sale of property and equipment		(15,800)
Changes in operating assets and liabilities:		
Contract receivables		(213,175)
Employee Retention Credit receivable		211,730
Prepaid expenses		(23,917)
Contract assets		610
Accounts payable		286,647
Accrued expenses		12,976
Customer deposits		24,000
Contract liabilities		(57)
Net Cash Provided by Operating Activities		191,177
Cash Flows from Investing Activities:		
Proceeds from sale of property and equipment		15,800
Purchases of property and equipment		(21,342)
Net Cash Used by Investing Activities		(5,542)
Cash Flows from Financing Activities:		
Note receivable - stockholder, net		(291,526)
Payments on note payable		(186,624)
Stockholder distributions paid		(1,000)
Net Cash Used by Financing Activities		(479,150)
Net Change in Cash		(293,515)
Cash, beginning		856,766
Cash, ending	$	563,251
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the year for interest	$	153,624
Cash paid during the year for income taxes	$	804
Cash paid during the year for operating leases	$	111,000
Supplemental Disclosure of Noncash Investing and Financing Activity:		
Property and equipment acquired under financing agreement	$	354,206

See accompanying notes to financial statements.

Note 1 - Business Activity and Summary of Significant Accounting Policies

Business Activity

F.M. Thomas Air Conditioning, Inc. (the Company), a California S corporation, incorporated in 1975, is a licensed contractor engaged in the retrofitting and servicing of air conditioning and heating systems. The Company serves governmental, industrial, and commercial agencies. In connection with its normal business activities, the Company may be required to acquire performance, bid and/or payment bonds. The surety issuing the bonds has recourse against certain assets of the Company in the event the surety is required to honor the bonds. The lengths of contracts vary, but contracts are typically completed in less than one year. For financial statement presentation, the normal operating cycle is one year.

Revenue and Cost Recognition

Construction Contracts

In the process of performing its construction contracts with customers, the Company considers each contract to be one performance obligation, unless circumstances dictate otherwise. This evaluation requires significant judgement. Payment terms and conditions in customer contracts vary. Contract payments are generally due in installments as specified in the contracts. Revenue for financial reporting purposes is recognized over time as the performance obligations are satisfied on an ongoing basis. Progress toward completion of the Company's contracts is measured by the percentage of cost incurred to date to estimated total costs for each contract. This method is used because management considers total cost to be the best available measure of progress on contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term.

Changes in job performance, job conditions, and estimated profitability may result in revisions to revenues and costs, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration are accounted for as changes in estimates in the current period. Variable consideration may include incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved. Recognition of variable consideration is limited to an amount that the Company estimates will not result in a significant reversal of revenue in future periods. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. During the year ended December 31, 2023, the Company made revisions in estimates to certain contracts that were in progress at December 31, 2022. The net effect of the changes caused a $18,648 increase in 2023 gross profits from that which would have been reported had the revised estimates been used as the basis of recognition of contract profits in the preceding year.

Contract costs include all service cost, labor, direct material, subcontractor and other direct costs and those indirect costs related to contract performance, such as insurance, tools, depreciation, payroll tax expense, employee benefits, supplies, repairs and indirect labor cost applied. Costs of abnormal inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. The Company recognizes revenue for the transfer of uninstalled and unmodified materials to the customer, but only in an amount equal to the cost of the materials. Selling, general, and administrative costs are charged to expense as incurred.

The Company warranties its work to comply with both statutory and contractual requirements, therefore, the lengths of warranties vary. The Company did not incur significant warranty cost for the year ended December 31, 2023.

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Revenue and Cost Recognition, continued

Repair and Service Contracts
The Company provides repair, replacement, and emergency services to customers for air conditioning and heating systems. The Company also provides maintenance services to customers under maintenance contracts with service periods of typically twelve months. The Company considers each repair and service contract to be one performance obligation unless circumstances dictate otherwise. This evaluation requires significant judgement.

For repair and service contracts for which the Company has the right to consideration from the customer in an amount that corresponds directly with the value to the customer of the performance completed to date, the Company recognizes revenue as services are performed. For these contracts, the Company typically bills the customer a fixed amount for each hour of labor provided, as well as a fixed markup on materials used. Revenue recognized on these contracts is calculated in the amount to which the Company has a right to invoice for services performed.

For repair and service contracts that do not meet the preceding criteria, the Company recognizes revenue over time using the same methodology used for construction contracts. In these circumstances, the Company utilizes the cost-based input method because management considers total cost to be the best available measure of progress.

Service contracts are typically billed upon completion of the service. Repair contracts are typically billed in advance and in installments over the service period. Payment terms and conditions for service and maintenance contracts vary.

Contract Assets and Contract Liabilities
The contract asset, "Costs and estimated earnings in excess of billings on contracts in progress," represents revenues recognized in excess of amounts billed. The contract asset, "Contract retention," represents amounts held back for payment by an owner until certain contractual obligations have been completed by the company. The contract liability, "Billings in excess of costs and estimated earnings on contracts in progress," represents billings in excess of revenues recognized. Contract assets and liability are reported on a net basis for each contract.

Contract Receivables
Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. This update requires the use of a forward-looking expected credit loss model for instruments within its scope, including contract receivables and contract retention, and replaces the previous incurred loss impairment model. The expected credit loss model requires management to estimate current expected credit losses over the lifetime of the assets by considering all reasonable and supportable information, including historical experience, current conditions, and reasonable and supportable forecasts affecting collectability. Management has analyzed the provisions contained in Topic 326 and determined that there is no impact on retained earnings as of January 1, 2023, due to the adoption of the new policy.

Contract receivables are recorded when invoices are issued and are presented in the balance sheet net of the allowance for credit losses. Contract receivables are written off against the allowance when they are determined to be uncollectible. The allowance for credit losses is estimated based on expected credit losses considering the Company's historical losses, existing economic conditions in the construction industry, and the financial stability of its customers. Based on these factors, the Company had an allowance for credit losses of $5,000 at December 31, 2023.

Generally, the Company considers contract receivables past due after 90 days. Contract receivables over 90 days totaled $58,468 at December 31, 2023, of which $35,130 was collected subsequent to December 31, 2023. When practical, the Company may file statutory liens on projects where collection problems are anticipated. The liens serve as collateral for contract receivables.

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Inventory
The Company maintains parts and materials on revolving basis for its fleet of vehicles. Inventory is valued based on management's estimate. Management has determined inventory recorded reflects net realizable value.

Property and Equipment
The Company records property and equipment at cost. The cost of property and equipment is depreciated using the straight-line method over the estimated useful lives of the depreciable assets. Leasehold improvements are depreciated over the shorter of the remaining term of the lease or their estimated useful lives. Expenditures for maintenance and repairs are charged to expense as incurred. Major additions are capitalized. When property and equipment is sold or retired, the cost and accumulated depreciation are removed from the accounts and the resulting gain or loss is recognized.

Leases
The Company adheres to the accounting standard for leases, which provides detailed guidance for financial statement recognition, measurement, and disclosure of leases. The significant policies used by the Company to assist in determining the financial statement treatment of leasing arrangements are described in Note 7.

Fair Value of Financial Instruments
The Company's financial instruments consist of cash, contract receivables, contract retention, note receivable - stockholder, accounts payable, contract liabilities, long-term debt, and lease liability, for which their current carrying amounts approximate fair market value as of December 31, 2023.

Income Taxes
The Company has elected to be taxed under the provisions of subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal corporation income taxes on its taxable income. Instead, the stockholders separately account for their proportionate share of the Company's items of income, deductions, losses and credits. Income of the Company is subject to California franchise tax. The Company is subject to certain state and local taxes, which have been recorded in the financial statements.

Accounting for Uncertain Tax Positions
The Company adheres to the accounting standards regarding "Accounting for Uncertain Tax Positions." This accounting standard provides detailed guidance for financial statement recognition, measurement and disclosure of uncertain tax positions. It requires an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position will not be substantiated under examination. The Company files income tax returns in the United States and various state and local jurisdictions. The Company had no uncertain tax positions as of December 31, 2023.

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. Significant estimates used in preparing these financial statements include depreciation expense and estimated cost to complete, which have a direct effect on gross profit.

Subsequent Events
The Company has evaluated subsequent events through March 26, 2024, which is the date the financial statements were available to be issued.

Note 2 - Contract Receivables

Contract receivables consist of the following at December 31, 2023:

Completed contracts	$	599,152
Contracts in progress		631,468
		1,230,620
Less allowance for credit losses		(5,000)
	$	1,225,620

At January 1, 2023, the contract receivable balance for completed contracts and contracts in progress, net of allowance for credit losses of $5,000, was $1,012,445.

Note 3 - Contract Assets and Contract Liabilities

Costs, estimated earnings and billings to date on contracts in progress are as follows at December 31, 2023:

Costs incurred on contracts in progress	$	477,622
Estimated earnings		170,793
		648,415
Less billings to date		(733,990)
	$	(85,575)

Included in the accompanying balance sheet under contract assets and contract liabilities:

Costs and estimated earnings in excess of billings on contracts in progress (underbillings)	$	21,754
Billings in excess of costs and estimated earnings on contracts in progress (overbillings)		(107,329)
	$	(85,575)

Contract assets and contract liabilities are presented as follows as of December 31, 2023:

Contract Assets:		
Costs and estimated earnings in excess of billings on contracts in progress (underbillings)	$	21,754
Contract retention		5,754
Less contract retention reclassified from contract liabilities		(5,754)
	$	21,754
Contract Liabilities:		
Billings in excess of costs and estimated earnings on contracts in progress (overbillings)	$	107,329
Less contract retention reclassified to contract assets		(5,754)
	$	101,575

At January 1, 2023, the balance of contract assets was $22,364 and the balance of contract liabilities was $101,632.

Note 4 - Property and Equipment

Property and equipment consists of the following at December 31, 2023:

	Useful Lives		
Vehicles	5 years	$	2,611,151
Leasehold improvements	15 - 39 years		230,767
Computers and software	5 years		148,490
Machinery and equipment	5 years		90,468
Furniture and fixtures	5 years		58,262
			3,139,138
Less accumulated depreciation			(2,395,417)
		$	743,721

Note 5 - Long-Term Debt

Long-term debt consists of the following at December 31, 2023:

Notes payable to various financial institutions, secured by vehicles, due in aggregate monthly payments of $9,642, including interest ranging from 0.90% to 7.99%, maturing through October 2029.	$	439,347
Less current portion of long-term debt		(93,520)
	$	345,827

Following is a summary of future principal payments at December 31, 2023:

Year Ending December 31,		
2024	$	93,520
2025		97,807
2026		103,209
2027		87,337
2028		28,891
Thereafter		28,583
	$	439,347

Note 6 - Economic Inquiry Disaster Loan Program

The Economic Inquiry Disaster Loan Program (EIDL) consists of the following at December 31, 2023:

Note payable totaling $500,000 granted under the EIDL program approved by the Small Business Administration (SBA). In 2022, the Company received additional EIDL proceeds of $1,500,000. The loan terms require certain use of loan proceeds. Advances accrue interest at 3.75% per annum and monthly principal and interest payments of $10,061 beginning from July 1, 2024. All remaining unpaid principal and interest is due and payable by August 31, 2050. The loan is secured by substantially all the assets of the Company and guaranteed by the Company's stockholder.	$ 2,000,000
Less current portion of EIDL	(23,045)
	$ 1,976,955

Following is a summary of future principal payments:

Year Ending December 31,	
2024	$ 23,045
2025	47,405
2026	49,214
2027	51,092
2028	53,041
Thereafter	1,776,203
	$ 2,000,000

Note 7 - Leasing Arrangements

The Company leases office and shop space from a related party through common ownership under a long-term operating lease agreement expiring in June 2025. Base monthly payments were $8,600 as of December 31, 2023. Lease expense under related party operating leases was $111,000 for the year ended December 31, 2023. Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. The lease agreements do not contain any material residual value guarantees.

The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of-use asset and a lease liability at the lease commencement date. The lease liability is initially measured at the present value of the unpaid lease payments at the lease commencement date. Key estimates and judgments include how the Company determines the discount rate, the lease term, and the lease payments.

When the discount rate implicit in a lease is not readily determinable, the Company calculates the lease liability using the risk-free rate.

Note 7 - Leasing Arrangements, continued

The following summarizes the operating right-of-use asset as of December 31, 2023:

Operating lease right-of-use asset	$	354,862
Accumulated amortization		(201,196)
	$	153,666

The amounts contractually due on operating lease liability were as follows at December 31, 2023:

Year Ending December 31,		
2024	$	103,200
2025		51,600
Total lease payments		154,800
Less interest		(1,134)
Present value of lease liability	$	153,666

The following summarizes the line items in the income statement which include the components of lease expense for the year ended December 31, 2023:

Operating lease expense		
Operating lease costs, included in indirect contract costs	$	51,600
Operating lease costs, included in operating expenses		51,600
Short-term lease costs, included in contract costs		3,900
Short term-lease costs, included in operating expenses		3,900
Total lease cost	$	111,000

Supplemental balance sheet information related to leases as of December 31, 2023, was as follows:

Weighted average remaining lease term - Operating lease	1.5
Weighted average discount rate - Operating lease	1.04%

Related party lease include the following information at December 31, 2023:

Operating lease right-of-use asset	$	153,666
Operating lease liability	$	153,666
Operating lease expense	$	111,000
Operating cash flows from operating lease	$	111,000

Note 8 - Employee Benefit Plan

Profit Sharing 401(k) Plan
The Company sponsors a Profit Sharing 401(k) plan covering all non-union employees who satisfy the eligibility requirements. Employees may contribute up to the annual permissible dollar limit in effect for the plan year, subject to certain federal income tax limitations. The Company may make a matching contribution based on the participant's salary deferrals with certain limitations and may make an additional discretionary profit-sharing contribution. Employee contributions are 100% vested and employer contributions vest according to a vesting schedule. The Company made $225,396 in profit-sharing contributions and no matching contributions for the year ended December 31, 2023.

Note 9 - Related Party Transactions

The Company has made an election, available to private companies, related to the reporting of related parties that are under common control. Under this election, if specific criteria are met, the Company is not required to consolidate its commonly controlled related parties. The Company believes it has met the requirements and is not consolidating its commonly controlled related parties.

Note Receivable - Stockholder
The Company has a note receivable due from its sole stockholder. The note is unsecured and bears interest at the applicable federal rate of 4.71%. The balance outstanding on the note was $476,437 at December 31, 2023. Unpaid principal and accrued interest are due on demand. The Company does not expect to collect the outstanding balance within one year, therefore, the balance has been classified as long-term. Interest income related to the note was $15,043 for the year ended December 31, 2023.

Leasing Arrangements
Information about related party leasing activity is included in Note 7.

Note 10 - Concentration of Credit Risk

Cash
The Company maintains its cash in bank deposit accounts that are insured by the Federal Deposit Insurance Corporation (FDIC) up to a limit of $250,000 per depositor. The Company has not experienced any losses in its bank deposit accounts and believes it is not exposed to any significant credit risk on cash.

Major Customers
Contract receivables result from performance under contracts with various customers. A single customer represented 36% of company's contract receivables or retention for the year ended December 31, 2023. No single customer represented more than 20% of total revenue for the year ended December 31, 2023. The Company's credit risk related to contract receivables is minimized by the Company's rights under lien laws on construction contracts subject to those laws.

Note 11 - Backlog

Backlog represents the amount of revenue the Company expects to realize from work to be performed on contracts in progress at year-end, letters of intent, and contractual agreements on which work has not begun.

The following schedule shows a reconciliation of backlog representing signed contracts, in existence at December 31, 2023:

Balance, January 1, 2023	$	2,241,105
New contracts and contract adjustments		4,286,131
		6,527,236
Less contract revenue earned during the year, less service revenue of $2,333,286		(4,880,353)
Balance, December 31, 2023	$	1,646,883

Balance Sheet
As of 12/31/24

Assets

Current Assets

100 - Petty Cash	1,300.00
101 - Pacific Premier Bank - General	80,611.11
103 - Pacific Premier Bank - EIDL	203,047.68
104 - Pacific Premier Bank - Payroll	39,738.60
110 - Accrued Interest	7,517.00
111 - Accounts Receivable	994,340.92
114 - Accts Receivable- Other	28,201.70
116 - Accts Receiv- Retentions	27,662.70
119 - Allowance for bad debt	(5,000.00)
125 - Inventory	149,573.19
149 - Costs in Excess of Billings	245,365.82
150 - Ret Rcvble reclas to Contract	(3,247.00)
154 - Prepaid Insurance	117,120.04
159 - Prepaid Other	(0.21)
266 - Ret Recvble reclas fr Contract	3,247.00
Total Current Assets	1,889,478.55

Fixed Assets

167 - Furniture Fixtures	58,262.02
171 - Shop Equipment	90,468.00
173 - Autos Trucks	2,616,204.95
174 - Accum Depr- Autos Trucks	47,652.00
177 - Computer Equipment	148,490.00
178 - Accum Depr- All	(2,596,284.90)
180 - Leasehold Improvements	230,766.78
Total Fixed Assets	595,558.85

Other Assets

194 - Other Assets	397,510.89
195 - Deposits	3,710.45
197 - ROU Asset - Operating Lease	354,862.00
198 - Amortization - Operating Lease	(100,075.00)
Total Other Assets	656,008.34

Total Assets 3,141,045.74

Liabilities

Current Liabilities

201 - Salaries & Wages Payable	13,282.00
203 - Vacation Pay Payable	6,475.36
212 - Accts Payable- Trade	243,752.58
230 - 401K Payable	59.68
231 - Medical Insurance Payable	110,010.39
232 - PW Wage Benefits Payable	56,362.58
240 - Sales Tax Payable	3,240.19
245 - Current Portion LTD	138,529.00
250 - Payroll Tax Pay - FIT	(9,500.24)
251 - Payroll Tax Pay - FICA	5,182.24
252 - Payroll Tax Pay - FUTA	560.24

Balance Sheet
As of 12/31/24

253 - Payroll Tax Pay - SIT	8,639.21
254 - Payroll Tax Pay - SDI	615.03
255 - Payroll Tax Pay - SUI	(6,405.63)
262 - Garnishment-Oscar	1,178.02
263 - Garnishment-Corey	390.00
270 - Billings in Excess of Cost	127,604.90
272 - Warranty Reserve	499.91
274 - Deferred Revenue	19,730.00
282 - Operating Lease Liability - LT	153,666.00
283 - Operating Lease Liability - ST	101,121.00
Total Current Liabilities	974,992.46
Long-Term Liabilities	
290 - Note Payable Shareholders	(143,882.83)
293 - MB Finance Auto Loan	174,106.56
294 - PPP stimulus loan	1,618.61
295 - Notes Payable	(83,579.55)
296 - EIDL (SBA) Loan	1,839,015.00
299 - A/P Suspense	2,320.98
Total Long-Term Liabilities	1,789,598.77
Total Liabilities	2,764,591.23
Capital	
310 - Capital Stock	10,000.00
312 - Paid In Capital	250,000.00
320 - Retained Earnings	(124,548.75)
Net Profit (Loss)	241,003.26
Total Capital	376,454.51
Total Liabilities & Capital	3,141,045.74

Income Statement
01/01/24 To 12/31/24

	Current Year				Prior Year			
	Current Period	%	YTD	%	Current Period	%	YTD	%
Income								
400 - Contract Job Sales	4,816,363.18	59.2	4,816,363.18	59.2	4,870,191.46	67.6	4,870,191.46	67.6
420 - Discounts Allowed - A/R	(25.73)	0.0	(25.73)	0.0	(62.51)	0.0	(62.51)	0.0
440 - WIP Adjustment to Jobs	217,005.08	2.7	217,005.08	2.7	(3,369.81)	-0.1	(3,369.81)	-0.1
450 - Repair Service Sales	2,256,158.05	27.7	2,256,158.05	27.7	1,719,479.69	23.9	1,719,479.69	23.9
455 - Service Agreement Sales	850,726.14	10.5	850,726.14	10.5	613,868.54	8.5	613,868.54	8.5
Total Income	8,140,226.72	100.0	8,140,226.72	100.0	7,200,107.37	100.0	7,200,107.37	100.0
Direct Job Expenses								
541 - Cost of Contracts- Labor	1,650,940.26	20.3	1,650,940.26	20.3	1,686,300.03	23.4	1,686,300.03	23.4
542 - Cost of Contracts- Mat'l	1,543,898.43	19.0	1,543,898.43	19.0	1,501,160.17	20.9	1,501,160.17	20.9
543 - Cost of Contracts- Subco	467,164.38	5.7	467,164.38	5.7	522,070.63	7.3	522,070.63	7.3
545 - Cost of Contracts- Other	199,240.41	2.5	199,240.41	2.5	81,279.05	1.1	81,279.05	1.1
551 - Service Cost- Labor	1,285,498.40	15.8	1,285,498.40	15.8	1,271,871.71	17.7	1,271,871.71	17.7
552 - Service Cost- Material	256,364.40	3.2	256,364.40	3.2	232,779.05	3.2	232,779.05	3.2
553 - Service Cost- Subcon	0.00	0.0	0.00	0.0	605.00	0.0	605.00	0.0
555 - Service Cost- Other	8,612.08	0.1	8,612.08	0.1	24,998.68	0.4	24,998.68	0.4
556 - PM materials - Not taxed	97,092.01	1.2	97,092.01	1.2	81,842.66	1.1	81,842.66	1.1
Total Direct Job Expenses	5,508,810.37	67.7	5,508,810.37	67.7	5,402,906.98	75.0	5,402,906.98	75.0
Gross Profit	2,631,416.35	32.3	2,631,416.35	32.3	1,797,200.39	25.0	1,797,200.39	25.0
Indirect Expenses								
601 - Vacation/Holiday/Personal Time	142,884.47	1.8	142,884.47	1.8	123,078.40	1.7	123,078.40	1.7
603 - Payroll Tax Expense	137,637.67	1.7	137,637.67	1.7	133,993.68	1.9	133,993.68	1.9
604 - Insurance- Workers' Comp	61,739.63	0.8	61,739.63	0.8	59,544.10	0.8	59,544.10	0.8
606 - PW Benefits	(3,598.26)	-0.0	(3,598.26)	-0.0	(4,170.61)	-0.1	(4,170.61)	-0.1
615 - Insurance - Medical	241,392.83	3.0	241,392.83	3.0	198,271.74	2.8	198,271.74	2.8
620 - Small Tools	14,974.70	0.2	14,974.70	0.2	41,827.31	0.6	41,827.31	0.6
621 - Uniforms	34,777.28	0.4	34,777.28	0.4	30,822.74	0.4	30,822.74	0.4
622 - Service Supplies	541.31	0.0	541.31	0.0	81,608.39	1.1	81,608.39	1.1
623 - Shipping Costs	0.00	0.0	0.00	0.0	154.45	0.0	154.45	0.0
624 - Plans and blueprints	2,546.29	0.0	2,546.29	0.0	3,061.40	0.0	3,061.40	0.0
643 - Fleet Maintenance Costs	91,881.20	1.1	91,881.20	1.1	95,674.03	1.3	95,674.03	1.3
657 - Less: Admin Vehicle Maint.	830.21	0.0	830.21	0.0	705.54	0.0	705.54	0.0
660 - Gas & Oil	152,288.33	1.9	152,288.33	1.9	152,489.56	2.1	152,489.56	2.1
680 - Depreciation- Indirect	120,000.00	1.5	120,000.00	1.5	120,000.00	1.7	120,000.00	1.7
690 - Shop Rent	50,000.00	0.6	50,000.00	0.6	55,500.00	0.8	55,500.00	0.8
696 - Indir Labor Cost Applied	(1,047,895.66)	-12.9	(1,047,895.66)	-12.9	(1,092,560.73)	-15.2	(1,092,560.73)	-15.2
Total Indirect Expenses	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
G & A Expenses								
700 - Salaries - Sales	367,610.35	4.5	367,610.35	4.5	254,294.09	3.5	254,294.09	3.5
701 - Salaries & Wages-Officer	153,309.92	1.9	153,309.92	1.9	38,401.67	0.5	38,401.67	0.5
702 - Salaries & Wages- Other	694,977.54	8.5	694,977.54	8.5	677,702.50	9.4	677,702.50	9.4
703 - Payroll Tax Expense	99,897.51	1.2	99,897.51	1.2	77,692.11	1.1	77,692.11	1.1
704 - Insurance- Workers' Comp	4,053.60	0.1	4,053.60	0.1	4,139.29	0.1	4,139.29	0.1
706 - Employee Benefits	72,948.45	0.9	72,948.45	0.9	56,777.97	0.8	56,777.97	0.8

Income Statement
01/01/24 To 12/31/24

	Current Year				Prior Year			
	Current Period	%	YTD	%	Current Period	%	YTD	%
708 - Life Insurance	4,809.18	0.1	4,809.18	0.1	6,412.24	0.1	6,412.24	0.1
709 - Insurance Medical	183,598.87	2.3	183,598.87	2.3	111,202.62	1.5	111,202.62	1.5
710 - Insurance-Gen Liability	185,314.00	2.3	185,314.00	2.3	151,532.75	2.1	151,532.75	2.1
712 - Dues and Subscriptions	14,184.54	0.2	14,184.54	0.2	11,262.03	0.2	11,262.03	0.2
720 - Office Supplies	29,284.43	0.4	29,284.43	0.4	27,887.35	0.4	27,887.35	0.4
725 - Office Equipment	6,865.65	0.1	6,865.65	0.1	5,682.12	0.1	5,682.12	0.1
730 - Telephone	31,660.33	0.4	31,660.33	0.4	33,204.84	0.5	33,204.84	0.5
732 - Utilities	17,620.08	0.2	17,620.08	0.2	17,811.30	0.3	17,811.30	0.3
740 - Rent	50,000.00	0.6	50,000.00	0.6	55,500.00	0.8	55,500.00	0.8
743 - Legal and Accounting	137,159.00	1.7	137,159.00	1.7	113,151.71	1.6	113,151.71	1.6
749 - Entertainment	1,685.31	0.0	1,685.31	0.0	0.00	0.0	0.00	0.0
750 - Business Promotion	14,457.81	0.2	14,457.81	0.2	19,641.08	0.3	19,641.08	0.3
754 - Professional Development	3,978.17	0.1	3,978.17	0.1	4,420.15	0.1	4,420.15	0.1
758 - Sales Dept Promotions	50,942.68	0.6	50,942.68	0.6	54,985.18	0.8	54,985.18	0.8
760 - Repair & Maintain- Autos	647.85	0.0	647.85	0.0	2,975.52	0.0	2,975.52	0.0
764 - Rep & Main- Building	104,087.94	1.3	104,087.94	1.3	54,425.21	0.8	54,425.21	0.8
766 - Gas and Oil	24,429.93	0.3	24,429.93	0.3	24,092.89	0.3	24,092.89	0.3
772 - Outside Services	9,489.54	0.1	9,489.54	0.1	210.00	0.0	210.00	0.0
780 - Taxes and Licenses	11,844.37	0.2	11,844.37	0.2	5,201.77	0.1	5,201.77	0.1
782 - Bank Charges	28,677.80	0.4	28,677.80	0.4	24,618.87	0.3	24,618.87	0.3
783 - Computer Maintenance	50,702.22	0.6	50,702.22	0.6	50,743.74	0.7	50,743.74	0.7
786 - Bad Debt	0.00	0.0	0.00	0.0	15,867.00	0.2	15,867.00	0.2
788 - Interest	5,421.11	0.1	5,421.11	0.1	6,735.43	0.1	6,735.43	0.1
790 - Depreciation	42,000.00	0.5	42,000.00	0.5	33,000.00	0.5	33,000.00	0.5
982 - State Income Taxes	800.00	0.0	800.00	0.0	1,804.00	0.0	1,804.00	0.0
Total G & A Expenses	2,402,458.18	29.5	2,402,458.18	29.5	1,941,375.43	27.0	1,941,375.43	27.0
Income from Operations	228,958.17	2.8	228,958.17	2.8	(144,175.04)	-2.0	(144,175.04)	-2.0
Other Income (Expenses)								
800 - Interest Income	12,045.09	0.2	12,045.09	0.2	12,452.02	0.2	12,452.02	0.2
810 - Gain/Loss-Sale Fix Asset	0.00	0.0	0.00	0.0	(12,512.00)	-0.2	(12,512.00)	-0.2
820 - Other Income	0.00	0.0	0.00	0.0	28,266.47	0.4	28,266.47	0.4
Total Other Income (Expenses)	12,045.09	0.2	12,045.09	0.2	28,206.49	0.4	28,206.49	0.4
Net Profit (Loss)	241,003.26	3.0	241,003.26	3.0	(115,968.55)	-1.6	(115,968.55)	-1.6

EXHIBIT C

FEE SCHEDULE

F.M. Thomas Air Conditioning

MAINTENANCE AGREEMENT

Proposal Date	Proposal Number
May 26, 2025	MF10803

By and Between:

F.M. Thomas Air Conditioning **231 Gemini Ave, Brea, Ca 92821** **Hereinafter CONTRACTOR**	**AND**	**City of Costa Mesa** **77 Fair Drive, Costa Mesa, Ca 92628** **Hereinafter CUSTOMER**

Contractor will provide the services described in the F.M. Thomas Air Conditioning Maintenance Program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth in the Maintenance Agreement.

F.M. Thomas Air Conditioning Services will be provided at the following location(s):
City of Costa Mesa – Exhibit A

Attn: Stephanie Urueta
Purchasing

MAINTENANCE AGREEMENT

1st Year AGREEMENT coverage will commence on **July 1st, 2025,** The AGREEMENT price is **$54,876.00** Per year, payable $**4,573.00** per MONTH or payable $**13,719.00** per QUARTER. This AGREEMENT will be in effect from **July 1st, 2025,** through **June 30th , 2026.**

2ND Year AGREEMENT coverage will commence on **July 1st, 2026,** The AGREEMENT price is **$56,520.00** Per year, payable $**4,710.00** per MONTH or payable $**14,130.00** per QUARTER. This AGREEMENT will be in effect from **July 1st, 2026,** through **June 30th, 2027.**

3RD Year AGREEMENT coverage will commence on **July 1st, 2027,** The AGREEMENT price is **$58,212.00** Per year, payable $**4,851.00** per MONTH or payable $**14,553.00** per QUARTER. This AGREEMENT will be in effect from **July 1st, 2027,** through **June 30th, 2028.**

4TH Year AGREEMENT coverage will commence on **July 1st, 2028,** The AGREEMENT price is **$59,952.00** Per year, payable $**4,996.00** per MONTH or payable $**14,988.00** per QUARTER. This AGREEMENT will be in effect from **July 1st, 2028,** through **June 30th, 2029.**

1st Year AGREEMENT coverage will commence on **July 1st, 2029,** The AGREEMENT price is **$61,740.00** Per year, payable $**5,145.00** per MONTH or payable $**15,435.00** per QUARTER. This AGREEMENT will be in effect from **July 1st, 2029,** through **June 30th, 2030.**

CONTRACTOR		CUSTOMER	
[redacted]			
Signature (Sales Rep.) Michael Feyka, Vice President	May 26, 2025	Signature (Authorized Rep.)	
Print Name & Title	Date	Print Name & Title	Date

PREVENTATIVE MAINTENANCE PROGRAM

The benefits of using F.M. Thomas Air Conditioning include:

- Longevity in the commercial HVAC industry – since 1974.
- Services provided 24/7
- Continuing education for technicians
- Use of quality parts and materials
- Efficiency: lowers utility costs, waste and administrative issues
- On-site project management and support services
- Warranty for 1 year parts and Labor
- Extended life of equipment

Bi-Monthly Maintenance plan (June, September, December, March)

Package Units / Heat Pumps

- **Replace air filters BI-ANNUALLY**
- Check: refrigerant charge, belts, sheaves, coils, drains, drain pans, motor operation, (Annual)
- Replace belts (Annual)
- Refrigerant leak check (Annual)
    - Provide a quote for repairs if needed.
- Check: compressor oil, crankcase heater, coupling alignment, vibration eliminators, auxiliary equipment, operating and safety controls, refrigerant charge, oil level and pressure.
- Inspect: leak potential
- Lubricate fan and motor bearings per manufacturer recommendation. Lubricate linkages and dampers.
- Inspect: filters, unit panels, roof curb flashing, electrical connections, relays, contactors, operational controls, temperate, equipment safety.
- Replace air Filters (Bi-Monthly)
- Check blower housing and clean as needed.
- Check operation in heating and cooling modes.
- Check all system pressures.
- Check voltage supply.
- Inspect and clean condenser coil as needed. **(Annual)**
    - Includes blowing out and/or exterior water. If the coil is plugged through too deeply, we will provide customer a quote to fix.
- Inspect evaporative coil **(Annual)**
    - If coil is excessively sweating or has poor air flow, a quote will be provided to repair or replace
- Verify operation of Reversing valve
- Verify integrity of mechanical and electrical connections

- Verify operation of thermostat.
- Blow out condensate traps with CO2 (Annual)
- Wash out / clean and Disinfect condensate pan (Annual)

Exhaust Fans
- Inspect: belts, starters, disconnects and contacts.
- Inspect: motors and bearings.
- Replace belts (annually)

Central Fan Systems – Air Handlers (**QUARTERLY**)
- Check: heating and cooling coils, strainers, drains and drain pans, fan operation, air intake screen, motor mounts and vibration pads, motor operation, nuts, bolts, belts and sheaves, fan assembly.
- Inspect: filters, electrical connections, contactors.
- Lubricate: motor and fan bearings, dampers and linkage.
- **Replace air filters QUARTERLY**
- Replace belts (Annual)
- Blow out condensate traps (Annual)
- Wash out / clean condensate pans (Annual)
- Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity.
- Check fan belt tension. Check for belt wear and replace if necessary to ensure proper operation. (Annually) Check sheaves for evidence of improper alignment or evidence of wear
- Check for proper operation of cooling or heating coil for damage or evidence of leaks. Clean as required.
- Check air filter fit and housing seal integrity.
- Check the control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades and fan housing. Clean as needed to ensure proper operation.
- Check for proper damper operation.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate pump. (if applicable)

Water Source Heat pumps
- Replace filters **QUARTERLY** at each service.
- Check fan and motor bearings per manufacturer recommendation. Check linkages and dampers.
- Inspect: filters, unit panels, roof curb flashing, electrical connections, relays, contactors, operational controls, temperate, equipment safety.
- Check belts – Replace (annually)
- Wash coils (annually)
- Check temperature splits.
- Check coils for water leaks. Quote repairs as needed.
- Check thermostats for proper operation. Calibrate annually.
- Check amperage draws on compressors and fan motors.
- Check drain pans / drain lines for blockages / leaks. Blow out drain lines with compressed air.
- Check strainers and P-trap; cleanout **QUARTERLY** as needed.
- Exercise ball valves (annually)
- Check pneumatic / Electric controls and tighten wire nuts / terminations as needed.
- Check UV lamp (if applicable.) quote replacement if needed.
- Check air filter housing for integrity.
- Check fan blades and fan housings. Replace fasteners to ensure integrity and fit/function of equipment.
- Check controls panels. Tighten loose connections and blow out panel with compressed air (annually)

- Check drive alignment, wear, seating, and operation.
- Check motor contactors for pitting or other signs of damage.
- Check refrigerant system for refrigerant leaks (annually).
- Check for evidence of buildup or fouling of coils and drain pans. Provide quotes as needed for extensive cleaning.
- Provide routine cleaning and disinfecting of drain pans (Annually)
- Check coil fins. Brush fins with comb if possible. Report damaged coils as needed.
- Check pressure drop and GPM through coils (annually).
- Check insulation for sweating or rust. Provide report of findings with quote
- Check condensate pump for proper operation.
- Check: compressor oil, crankcase heater, coupling alignment, vibration eliminators, auxiliary equipment, operating and safety controls, refrigerant charge, oil level and pressure.
- Check amperage across crankcase heaters, compressors, and fan motors

***** See additional Scope of work as noted in in Appendix A**

EQUIPMENT LIST

A/C Unit	MODEL # DESCRIPTION	MANUFACTURER	SIZE
See Exhibit A			

Notes: Filter sizes will be confirmed on first service. Filters shall be stored on site.
Unit model numbers and sizes will be verified prior to first visit.

NOTE: ***THE GENERAL CONDITIONS ARE A PART OF THIS AGREEMENT***

F.M. Thomas Air Conditioning, Inc. herein FMT

A. ALL SERVICES OUTLINED IN THIS PROPOSAL WILL BE PERFORMED DURING REGULAR WORKING HOURS, 8:00 A.M. TO 4:30 P.M., MONDAY THRU FRIDAY. IF THE CUSTOMER REQUIRES OVERTIME, FMT WILL BE REIMBURSED FOR THE PREMIUM PORTION OF WAGES PAID (INCLUDING PAYROLL TAXES AND INSURANCE), PLUS A REASONABLE ALLOWANCE FOR LOSS OF PRODUCTIVITY CAUSED BY THE OVERTIME.

B. ADDITIONAL WORK: F MT AGREES TO SUPPLY THE MATERIAL, LABOR, TRUCK CHARGES, AS SPECIFICALLY LISTED HEREIN. IF ADDITIONAL WORK IS REQUIRED BY THE CUSTOMER OR ADDITIONAL WORK IS REQUIRED TO MEET EQUIPMENT MANUFACTURER'S SPECIFICATION(S) OR CUSTOMER REQUIRED DESIGN AND/OR PREFERENCE CRITERIA, PREVENT DAMAGE TO THE STRUCTURE, PERSON(S) OR CONTENTS, INCLUDING THE WORK PROVIDED BY THIS PROPOSAL AND CONTRACT, SATISFY GOVERNMENTAL HEALTH, SAFETY AND BUILDING CODES, RULES AND LAWS OF A.Q.M.D. AND/OR EPA, OR OTHER GOVERNMENTAL AUTHORITY(S) SUCH WORK WILL BE AT ADDITIONAL COST.

C. WARRANTY: 1) F.M. THOMAS AIR CONDITIONING, INC., AGREES TO WARRANT THE LABOR FOR A PERIOD OF (1) YEAR AND MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF LAST WORKORDER, AND THAT ALL PARTS REPLACED, MATERIALS FURNISHED, AND WORK ACCOMPLISHED, IS FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP. 2) REFRIGERANT REPLACEMENT WARRANTY INCLUDING LABOR INVOLVING NEW EQUIPMENT SOLD, INSTALLED AND MAINTAINED BY FMT IS ONE YEAR. 3) REFRIGERANT REPLACEMENT WARRANTY INCLUDING LABOR INVOLVING SERVICE /REPAIR /MODIFICATIONS /RETROFIT AND MAINTENANCE WORK IS LIMITED TO 30 DAYS FROM LAST WORKORDER DATE.

D. ACCEPTANCE: THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS FROM QUOTATION OF ABOVE LISTED WORK.

E. TERMS: TIME IS OF THE ESSENCE, PAYMENT IN FULL, 10 DAYS FROM INVOICE DATE OF ABOVE LISTED WORK.

F. PAYMENTS: FOR WORK COMMENCED AND COMPLETED IN ANY ONE CALENDAR MONTH, CUSTOMER WILL PAY THE CONTRACT PRICE IN FULL IN CASH UPON COMPLETION OF THE WORK. OTHERWISE, CUSTOMER WILL PAY THE PRICE IN CASH IN PROGRESS PAYMENTS FOR WORK COMPLETED THRU THE END OF EACH MONTH.

G. ATTORNEY'S FEES: IF EITHER PARTY HERETO COMMENCES AN ACTION AGAINST THE OTHER ARISING OUT OF, OR IN CONNECTION WITH THIS PROPOSAL AND CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE LOSING PARTY, REASONABLE ATTORNEY'S FEES AND COSTS OF SUIT. THE VENUE FOR LEGAL ACTION(S) SHALL BE THE NORTH ORANGE COUNTY MUNICIPAL/SUPERIOR COURT, OR THE FEDERAL DISTRICT COURT OF LOS ANGELES.

H. INSURANCE: FMT WILL SUPPLY WORKER'S COMPENSATION INSURANCE IN THE FORMS AND AMOUNT REQUIRED BY LAW. IN ADDITION, FMT SHALL SUPPLY THE LIABILITY INSURANCE DESCRIBED IN A CERTIFICATE OF INSURANCE WHICH IS ATTACHED TO THIS PROPOSAL, OR WHICH IN THE ABSENCE OF SUCH ATTACHMENT WILL BE SUPPLIED THE CUSTOMER ON REQUEST.

I. RIGHT TO STOP WORK: FMT SHALL HAVE THE RIGHT TO STOP WORK IF PAYMENTS ARE NOT MADE WHEN DUE UNDER THIS CONTRACT AND MAY KEEP THE JOB IDLE UNTIL ALL PAYMENTS HAVE BEEN RECEIVED.

J. INDEMNITY: FMT WILL INDEMNITY AND HOLD HARMLESS CUSTOMER FROM LOSS OR DAMAGE TO PERSONS OR PROPERTY ARISING DIRECTLY FROM FMT PERFORMANCE OF THE WORK AND CAUSED BY ANY NEGLIGENT ACTS OF FMT OR IT'S EMPLOYEES.

A. CUSTOMER TO MAKE AVAILABLE TO CONTRACTOR'S PERSONNEL PERTINENT MATERIAL SAFETY DATA SHEETS (MSDS) AS SPECIFIED BY OSHA'S HAZARD COMMUNICATIONS STANDARD REGULATIONS.

B. HAZARDOUS SUBSTANCES: FMT'S IMPLIED OBLIGATION UNDER THIS PROPOSAL AND AGREEMENT DOES NOT INCLUDE IDENTIFICATION OF, REMOVAL/ABATEMENT/DISPOSAL/STUDIES OR TESTS OF ANY ASBESTOS PRODUCT(S) OR OTHER HAZARDOUS SUBSTANCE(S). UPON THE EVENT OR ENCOUNTER OF ANY SAID PRODUCT(S) AND/OR SUBSTANCE(S). FMT RESERVES THE RIGHT TO SUSPEND IT'S WORK UNTIL SAID SUBSTANCE(S) OR PRODUCT(S) ARE REMOVED.

C. DIFFERING SITE CONDITIONS: IF FMT ENCOUNTERS SUBSURFACE OR LATENT PHYSICAL CONDITIONS AT THE SITE, DIFFERING MATERIALLY FROM THOSE INDICATED IN THE BID DOCUMENTS, OR FOUND DURING THE SITE JOB WALK, OR UNKNOWN PHYSICAL CONDITIONS, OF AN UNUSUAL NATURE, DIFFERING MATERIALLY FROM THE CONDITION(S) RELIED UPON IN THIS PROPOSAL AND CONTRACT, FMT WILL PROMPTLY NOTIFY THE CUSTOMER IF SUCH CONDITIONS CAUSE AN INCREASE OR DECREASE IN THE COST OF, OR THE TIME REQUIRED FOR PERFORMANCE OF ANY PART OF THE WORK, AN EQUITABLE ADJUSTMENT IN PRICE SHALL BE MADE AND THE CONTRACT TIME MODIFIED ACCORDINGLY.

D. FORCE MAJEURE: FMT SHALL NOT BE DEEMED IN DEFAULT NOR BE LIABLE FOR DAMAGES FOR ANY FAILURE OR DELAY IN PERFORMANCE OF IT'S WORK WHICH ARISE OUT OF CAUSE BEYOND IT'S REASONABLE CONTROL. SUCH CAUSES MAY INCLUDE, WITHOUT LIMITATION, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT EITHER IN IT'S SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, MATERIAL SHORTAGES, OR UNUSUALLY SEVERE WEATHER. IN THE EVENT THE WORK IS DELAYED BY SUCH CAUSES, THE TIME FOR PERFORMANCE WILL BE EXTENDED ACCORDINGLY.

E. SHOULD GOVERNMENTAL "PLAN CHECK" DEPARTMENT(S) REQUIRE ADDITIONAL WORK BEYOND THE SPECIFIED WORK DEFINED IN THIS PROPOSAL, SUCH WORK REQUIRED BY "PLAN CHECK" DEPARTMENT SHALL REQUIRE AN EQUITABLE PRICE ADJUSTMENT TO COVER FMT'S COSTS, LABOR, OVERHEAD, TIME ALLOWED AND PROFIT.

F. UNLESS SPECIFICALLY LISTED IN THIS PROPOSAL, INSTALLATION OR REPAIR OF VIEW SCREEN(S), STRUCTURAL ENGINEERING OR WORK, PATCH, REPAIR AND PAINTING, ACCESS LADDER(S) OR ROOF HATCH(S), ROOF PATH WAYS, REPAIRS TO LAWN AND(OR) LANDSCAPE SPRINKLERS OR DAMAGE TO SIDE WALKS, CURBS AND PARKING LOTS ARE EXCLUDED.

G. THE WITHIN DESIGN IS EXCLUSIVELY OWNED BY F.M. THOMAS AIR CONDITIONING, INC. AND IS NOT INTENDED FOR PUBLICATION. EXHIBITION HEREIN IS SOLELY FOR THE PURPOSE OF AFFECTING A SALE, OR TRANSFER, OF THE DELINEATED AIR CONDITIONING, TEMPERATURE CONTROLS AND OR REFRIGERATION INSTALLATION.

H. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTOR'S STATE LICENSE BOARD, 9835 GEOTHE ROAD, SACRAMENTO, CALIFORNIA 95821.

I. INTEGRATION OF OLD AND NEW EQUIPMENT: BUYER RECOGNIZES THAT THE OPERATION OF THE BUILDING SYSTEMS WILL NECESSARILY DEPEND UPON NEW EQUIPMENT INSTALLED BY F.M. THOMAS, OPERATING IN CONJUNCTION WITH EXISTING EQUIPMENT PART(S). SUCH OLDER EQUIPMENT/PART(S) MAY BE IN POOR CONDITION, AND IN NEED OF REPAIR, AND/OR LACKS STATE OF THE ART TECHNOLOGY. F.M. THOMAS HAS NOT BEEN REQUESTED, NOR PAID, TO REPLACE CERTAIN EXISTING EQUIPMENT, PIPING AND SIMILAR ITEMS. SOME OF THIS EQUIPMENT MAY SUFFER FROM DEFERRED MAINTENANCE PROBLEMS. BUYER AGREES TO ACCEPT THE WORK IN ACCORDANCE WITH F.M. THOMAS' PROPOSAL IN LIGHT OF THE FACT THAT THE BUILDING SYSTEMS WILL HAVE A MIXTURE OF OLD AND NEW EQUIPMENT AFTER F.M. THOMAS HAS COMPLETED ITS WORK.

J. FMT WILL NOT MAKE WARRANTY REPAIRS OR REPLACEMENT OF DAMAGES NECESSITATED BY REASON OF NEGLIGENCE OR MISUSE OF EQUIPMENT OR SYSTEM COMPONENT(S) BY OTHER PERSON(S) OR PARTY(S), INCLUDING OWNERS AGENTS AND EMPLOYEES OR OWNERS SUBCONTRACTOR(S).

RATE SCHEDULE 2025

F.M. THOMAS CERTIFIES BELOW THAT ALL RATES INCLUDE THE CURRENT CA DIR PREVAILING WAGE FOR JOURNEY-LEVEL CLASSIFICATIONS AND PROPOSED TECHNICIANS ARE FULL-TIME, PERMANENT STAFF OF F.M. THOMAS AIR CONDITIONING

F.M. THOMAS AIR CONDITIONING

Thomas Feyka, President

Billing Rate Form

hourly billing rates for Technicians and Material/Rental mark-ups.

Line Item No.	Service Request/Work Orders – 24-hour on-site response	Hourly Rate
	MARKET RATES	
1	Journeyman Technician Regular hourly rate (M-F) 7am 3.30 pm (1st 8 hours)	$185.00
2	Journeyman Technician Overtime hourly rate	$210.00
3	Journeyman Technician Holiday hourly rate	$240.00
4	Controls Regular hourly rate	$185.00
5	Controls Overtime hourly rate	$210.00
6	Controls Holiday hourly rate	$240.00
	For informational purposes only:	**Percentage**
7	Material Mark-up	20%
8	Rental Mark-up / Subcontractors	20%
	Special Charges	
9	refrigerant waste disposal	$97.50
10	acid test kit	$21.50
11	truck charge (per service call)	$45.00
12	A-frame	$250.00
13	Rodding machine	$250.00
14	welding (silver sodder)	$85.00
15	welding	$102.00
16	Mapp gas	$29.50
17	Nitrogen	$74.00
18	CO2	$48.75
19	Refrigerant recovery 31# and over	$375.00
20	Refrigerant recovery 30# and under	$250.00
21	computer access	$117.00
22	Emergency On-Call Fee	$300.00

*** Rates subject to revision each calendar year.

CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of September, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC., a California corporation. ("Contractor").

W I T N E S S E T H :

A. City proposes to utilize the services of Contractor as an independent contractor to provide on-call HVAC mechanical automation system repairs and maintenance services of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal, RFP No. 25-22 ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720, *et seq*.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000, *et seq*. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810, *et seq*., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor

Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to harassment, workplace violence, discrimination, minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City, or confidential information relating to the City's computer and security systems and programs. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed

confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit C. Contractor's total annual compensation shall not exceed Two Hundred Thousand Dollars ($200,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on September 1, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling,

suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by

Contractor; automobiles owned, leased, hired, or borrowed by Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Harbor Pointe Air Conditioning
720 South Richfield Road
Placentia, CA 92870
Tel: (657) 275-9188
Attn: Gregory S. Perez, President/CEO

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5289
Attn: Daniel Jojola

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to 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.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. 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.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation

and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of 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.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

Agreement.

[Signature page follows.]

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

CONTRACTOR

_____ Date: _____
Signature

_____
Gregory S. Perez, President/CEO

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Daniel Jojola
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Director of Public Works

APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

EXHIBIT B

CONTRACTOR'S PROPOSAL

May 26, 2025

City of Costa Mesa – Public Works Department
77 Fair Drive, Costa Mesa, CA 92626
RFP No. 25-22
On-Call HVAC Mechanical Automation System Repairs and Maintenance Services
Due: May 28, 2025, at 2:00pm

Dear City of Costa Mesa,

Harbor Pointe Air Conditioning & Control Systems, Inc., located at 720 South Richfield Road, Placentia, CA 92870, is pleased to submit our bid for On-Call HVAC Mechanical Automation System Repair and Maintenance Services for the City of Costa Mesa, CA. Our Office phone number is 657-275-9188, which also provides access to our on-call after-hour services 24 hours a day/ 7 days a week.

In 1993, Harbor Pointe began with three Service Agreements, a Union certified Journeyman and a background in Institutional and Commercial HVAC controls, having been employed by the HVAC industry leaders of the day: Honeywell, Barber Coleman and MCC Powers as well as experience in HVAC problem solving dating back to 1974. We have grown steadily to sixteen carefully selected service and maintenance mechanics who value our clients and the approximately 150 account sites where we provide service and maintain HVAC and Refrigeration equipment in Orange County and the surrounding area.

Harbor Pointe works in all aspects of the HVAC industry. 'All our journeymen are trained and educated by the JJATC Local 250, and factory certified classes in controls, chillers, and boilers. Our Apprentices receive a five-year education and a minimum of 8,000 hours of on-the-job training before turning out as a Journeyman.

Harbor Pointe does its best to minimize the downtime by responding to a service call within two hours. We understand there are buildings that are occupied continuously, so comfort is always needed, and we respond 24/7/365.

Harbor Pointe holds a C-20, C-38, and C-4 license with the State of California. We are a trusted business in the HVAC industry providing Service, Installations, Energy Management, Retrofitting, and Maintenance with our success is through building

professional relationships with integrity, our responsiveness tailored to the individual needs of each client and the skill level of our mechanics. We are a prevailing wage corporation registered with the DIR (1000009292) as well as a certified Disabled Veteran Business Enterprise, and Minority Business Enterprise registered with the State and Federal government. As a business oriented towards serving others, we regard the mechanics on our team as the most important asset. We perform all aspects of HVAC work, we do not sub-contract our work unless there is proprietary licensing involved, such as Siemens controls. Our Senior Mechanics have been with Harbor Pointe for ten or more years. We strive to provide a healthy work environment and value each member of the organization.

Harbor Pointe primarily services commercial, medical, institutional, and municipal buildings. We serve local, state, and federal government agencies. We have expertise in large systems including Central Plant Chiller operations and Control Systems. Our Service Department is computerized for dispatch, equipment history and maintenance schedules on each piece of equipment. Prevailing wages, certified payroll, safety compliance, and background checks are a part of our everyday business.

Response is what to expect from Harbor Pointe. Our team responds quickly and effectively, ensuring client comfort, quality service, communication and fair pricing are the primary goals we strive for each day. Our Project Supervisor works with each facility in tailoring and implementing their maintenance program to increase efficiency and extend the life of the equipment. This includes scheduling as outlined in the bid packet, meetings, walk-throughs of facilities, reports and pictures prepared. Our Installation Department manages both new and retrofit installations from start to finish with professionalism and prompt completion of each job. We also offer alternate support such as water treatment, piping insulation and rental of portable air conditioning equipment from one ton to temporary chillers.

Harbor Pointe provides safe working conditions for all employees and promotes safety awareness at all levels. Harbor Pointe recognizes its responsibility to offer a place of employment safe for all employees, to provide safety devices and equipment, mechanical safeguards and to maintain and enforce a program to fulfill this responsibility. Harbor Pointe carries liability and workers compensation insurance that meets or exceeds the requirements.

We thank you for considering Harbor Pointe for your HVAC needs.

[redacted]

Greg Perez

President/CEO

[redacted]

Sammi Perez

Chief Financial Officer

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VENDOR APPLICATION FORM
FOR
RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMTION SYSTEM REPAIRS & MAINTENANCE SERVICES

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: HARBORPOINTE AIR CONDITIONING & CONTROL SYSTEMS, INC

Contact Person for Agreement: GREG & SAMMI PEREZ

Title: CEO / CFO E-Mail Address: sdperez@harborpointe.com

Business Telephone: 657-275-9188 Business Fax: —

Corporate Mailing Address: 720 SOUTH RICHFIELD ROAD

City, State and Zip Code: PLACENTIA CA 92870

Contact Person for Proposals: Gregory Perez

Title: Project Manager E-Mail Address: gsperez@harborpointe.com

Business Telephone: 657-275-9188 Business Fax: —

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

4

- [x] CORPORATION
- [ ] INDIVIDUAL
- [ ] PARTNERSHIP
- [ ] LIMITED LIABILITY PARTNERSHIP
- [ ] SOLE PROPRIETORSHIP
- [ ] UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Gregory H Perez	President	[redacted]
Sammi D Perez	CFO	[redacted]

Federal Tax Identification Number: [redacted]

5

City of Costa Mesa Business License Number: [redacted]

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: May 31, 2026

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS & MAINTENANCE SERVICES** at any time after **May 13, 2025.**

[redacted]

Signature

Date: 5/28/2025

SAMMI D PEREZ

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **May 13, 2025**, with a City Councilmember concerning informal **RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS & MAINTENANCE SERVICES**. A copy of all such communications is attached to this form for public distribution.

N/A

Signature

Date: _____

Print

6

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No** ✓

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

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

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

[redacted]

Bidder/Applicant/Proposer

5/26/2025

Date

APPENDIX D

PREVAILING WAGE

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

2. This is public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

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Background and Project Summary

Scope of Work:

The City of Costa Mesa is looking to contract with a HVAC company that values their HVAC equipment maintenance as much as they do. Attention to the details when performing inspections is necessary. Visual inspections and checking for brittle, loose or rubbing wire, loose belts, missing screws, dirty evaporator and condensing coils, clogged drains, unusual noises and vibrations but most of all dirty filters are all the beginning of problems that a quarterly maintenance on the mechanical equipment should prevent when performed properly. Because the Eyes of the City cannot be everywhere, picture documentation semi annually is required, check off lists on each piece of HVAC equipment at each location with monthly walk-throughs at each facility by the Contractor and meetings with City representatives to ensure the satisfaction of the city representative in all services provided.

It is the responsibility of the Contractor to develop and implement the routine maintenance program to be effective as described in the Scope of Work taking into account the City's needs given Costa Mesa is in relative proximity to the ocean air which does extensive damage to metals in a short period of time as well as the Manufacturer's recommended services which includes quarterly filter changes.

The automation system throughout each building is to be inspected for operations maintenance, programming and troubleshooting where needed are the responsibility of the Contractor and the necessary subs where proprietary controls are in use.

The City of Costa Mesa has set the highest standards of the HVAC industry as the focus of this requested proposal. Within this response Harbor Pointe is to display our understanding and evidence our ability to achieve the standards set through our highly skilled fully equipped Union trained mechanics, the quality of the mechanics knowledge and workmanship along with the skills of the support staff and supervisor of the account to provide the city assurance that their valuable equipment is well care for and maintained with a standard of excellence. We work in support and service of the City of Costa Mesa following all trade practices, meeting the warranties of the equipment and to follow all applicable laws, codes and regulations.

General Requirements:

Annual maintenance is performed during the Spring in preparation for the summer heat and humidity and the Fall in preparation for the heating equipment to perform at its optimum efficiency and reliability. Inspecting, cleaning and making proactive recommendations as signs of excessive wear or damage present themselves are part of the goal which is to prevent failure during the next season when the equipment demands are highly needed. This includes annual belt changes. It is also the responsibility of the mechanics to make recommendations based on what they are seeing to provide better performance.

Annual maintenance on zone controls at each facility consists of calibrating thermostats, inspecting and exercising VAV operations, actuators, valves, relays, and pneumatic control lines, switches, motors and related equipment is to be performed.

Quarterly maintenance begins with the Contractor supplying and changing all filters and performing inspection of equipment including belt conditions including tightening verses changing the belt based on signs of wear. Filter material or frequency or other modifications may be required based on location and use of building. Biocide tablets provided by Contractor and placed in condensate pans quarterly. Coils cleaned via brush, vacuum, or water quarterly based on ability of tool use and location.

Quarterly maintenance for controls includes thermostat calibration and confirming operations of actuators and velocity controls. There are several different control manufacturers used within the city including:

Senior Center I-Vu Pro 32 Version 8.0,

Bridge Shetler Clima Vision Version 3.0.21

Fire Station 1 Siemen Desigo Optic Version 5.1,

Donald Dungan Library Siemens Talon Launch Pad-Niagara 4 Framework Version 4.6.96.28

Norma Hertzog Community Center Siemens Talon Launch Pad, Niagara 4 Framework Version 4.6.96.28

Biannually the evaporator coils are to be cleaned of dust and debris and particles. Cleaning can consist of vacuum and/or other devices that allow for proper cleaning of the coil including washing with chemicals.

Biannually each piece of equipment will be checklist documented, photographed and presented in a three-ring binder. This report will be presented one week after the maintenance is performed.

Monthly a visual deficiency walk thru inspection shall be made by the Contractor of each facility. A monthly meeting with City representatives to review maintenance findings and the meeting of goals.

Specific Requirements:

Each quarter the specific maintenance requirements for the rooftop packaged units, exhaust fans, gas heat/electric cool package units, dampers, and roof top make up air units will be met with inspecting all electrical wiring, connections and tighten as needed. Inspect all motor starter contractor surfaces for wear, clean electrical control enclosures, lubricate where appliable motor bearings and fan bearings. Inspect belts and tighten as necessary as well as the alignment. As needed, the belts will be changed if in a questionable state as in showing signs of failure. Minimally belts are changed once a year. Inspect all mounting hardware, tighten as needed. Inspect and calibrate controls. Inspect the evaporator coils chemically clean as required. Inspect and run check operations of all components including sensors and safety controls. Our guidelines are clearly established on page 12-15 for each type of equipment in the request for proposal.

Periodic Meetings with City:

Harbor Pointe would be required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty ($50.00).

Quality Control Plan:

Harbor Pointe shall provide a Spring and Fall inspections report that will be fully documented in a written format. Each piece of equipment inspected shall have an individual work sheet denoting at a minimum the following items: Unit #, Unit Model and Brand, Unit size, the area serviced by unit, unit location, date, service technician and a complete listing of all service information checked on the unit. The completed written report shall be submitted to the owner in a 3-ring binder no later than one week after the inspection is completed.

Harbor Pointe will provide a standard proof of work documentation with a written service order with the mechanics description of work performed, and date & time stamped photos of work in progress during preventive maintenance following completion of all work. The documents will include sufficient information to identify facility where work was performed, purpose of work, date and time the work was performed, parts used, type and amounts of chemicals/refrigerants, and name of technician(s) performing the work.

A monthly walk through of all facilities to inspect work quality, control satisfaction and check for any inefficiencies to the maintenance program will be conducted by Harbor Pointe management.

Project Approach and Methodology:

1. Harbor Pointe understands the city's desire for oversight throughout the contract. Internal auditing of performance servicing and maintaining each piece of equipment is going to be the priority. The mechanics assigned to this contract will be expected to meet the city's standards for maintenance. The city is looking to build a solid relationship with a project manager who will provide reporting on all ongoing work and uphold the maintenance schedule.

2. Harbor Pointe has had several new mechanics join us in the last year that reside in Orange County. Our crew is ready to provide a response in a timely manner. Our mechanics have undergone factory training with VRF systems to build a stronger background in system operations. Our journeyman are encouraged to seek additional factory training to be of better service to a client should the account dictate.

3. As called out in the bid packet, each time a mechanic is onsite, they will be following the maintenance schedule for each service. Mechanics will be documenting their work on each piece of equipment to allow the office staff to compile a binder to provide for the city as proof of work documentation.

4. A maintenance schedule has been constructed within our bid packet for the entire year showing which months mechanics will be onsite to perform quarterly and annual maintenance. Our office staff will set monthly maintenance schedules weeks before and email a preliminary schedule to the city staff to review before we assign mechanics. The building locations have been broken into three routes to be assigned each month. Our goal is to operate on a rotating schedule that allows mechanics to stay present for the city's needs.

5. Should Harbor Pointe be awarded the contract, we believe there is an opportunity to enhance the reports we provide to the city to show proof of work. Exploring different software to group photos and providing reports for work on the equipment could enhance the auditing and oversight for both the city and the contractor.

Qualifications & Experience

Harbor Pointe is dedicated to serving its clients by providing professional quality workmanship in every facet of HVAC. We have served major hospitals throughout Southern California over the last thirty years. No problem is too large. Harbor Pointe many years' experience problem solving within chiller plants and large equipment failures in order to provide comfortable air quality within the facility. Understanding the operations of the equipment and providing cost effective solutions to air cooled, chilled water and steam/boilers operations has been a focus of our larger projects. We solve problems other companies do not want to be involved in.

There is so much more to HVAC than a roof top unit and a thermostat. For many buildings we service, their equipment and controls have aged, and the internal workings of the systems are no longer able to function as designed or worked as designed. Harbor Pointe is brought in to retrofit or replace control components within a building floor by floor or in plant operation systems.

Our commercial air conditioning services are designed to have hvac equipment perform at optimal efficiency to keep people comfortable and technical equipment operating properly ensuring a productive and enjoyable environment. From the equipment of past generations to today's current technology, Harbor Pointe has the knowledge, capability, and skills to handle all situations. We guarantee efficient and reliable cooling systems tailored to meet each client's needs.

Energy management is a focus for every building. Controlling air flow for more consistent temperatures throughout the building is always the goal.

We have decades of experience with diagnosing and repairing breakdowns of all manufacturers' machinery from mini splits to central plant operations including controls, VVT, VAV VFD, humidification systems, dehumidification systems, built-ups, computer room equipment, air dryers, ventilation systems, including air balancing.

Maintenance is the most important service we take pride in. Every mechanic at Harbor Pointe has started with maintenance in order to hone their skills in recognizing potential problems and prevent unnecessary failures in equipment. Maintenance is the foundational base to grow in skill as mechanics are developed. Our business relationships have been long-lasting due to the service we provide. Many of our clients have allowed us to maintain and service their equipment for over twenty years.

CITY OF COSTA MESA HVAC MAINTENANCE WORK REQUIREMENT SCHEDULE

EQUIPMENT	ROOFTOP PACKAGED UNITS	EXHAUST FANS	PACKAGE, GAS HEAT/ ELECTRIC COOL	DAMPERS	ROOFTOP MAKE-UP AIR UNITS
MONTHLY					
ONSITE INSPECTION OF HVAC EQUIPMENT AND CONTROLS	☑	☑	☑	☑	☑
QUARTERLY TASK					
FILTERS CHANGED	☑	☐	☑	☐	☐
LOCKOUT / TAGOUT	☑	☐	☑	☐	☐
INSPECT ELECTRICAL COMPONENTS	☑	☐	☑	☐	☐
CHECK MOTOR STARTER	☑	☐	☑	☐	☐
CLEAN ELECTRICAL ENCLOSURE	☑	☐	☑	☐	☐
LUBRICATE MOTOR BEARINGS	☑	☐	☑	☐	☐
INSPECT BELT FOR WEAR	☑	☐	☑	☐	☐
CONFIRM BELT TENSION AND SHEAVE ALIGNMENT	☑	☐	☑	☐	☐
CHANGE BELT AS REQUIRED	☑	☐	☑	☐	☐
INSPECT MOUNTING HARDWARE	☑	☐	☑	☐	☐
CALIBRATE CONTROLS	☑	☐	☑	☐	☐
INSPECT AND CLEAN EVAPORATOR COIL	☑	☐	☑	☐	☐
INSPECT HEAT EXCHANGER	☐	☐	☑	☐	☐
ADJUST BURNERS FOR PROPER FLAMES	☐	☐	☑	☐	☐
CHECK FOR PROPER COMBUSTION AND FLUE GAS RELIEF	☐	☐	☑	☐	☐
RECORD DISCHARGE TEMPERATURE, IN HEATING AND COOLING	☐	☐	☑	☐	☐
RECORD RETURN AIR TEMPERATURE	☐	☐	☑	☐	☐
CONFIRM OPERATION AND SAFETY CONTROLS	☐	☐	☑	☐	☐
CLEAN AND LUBRICATE COMPONENTS	☐	☐	☐	☑	☐
CHECK OPERATION OF DAMPERS	☐	☐	☐	☑	☐
CHECK AND ADJUST OPERATING AND SAFETY CONTROLS	☐	☐	☐	☑	☐
BELT DRIVES CHECKED FOR WEAR, TENSION, ALIGNMENT, AND DIRT ACCUMLATION	☐	☐	☐	☐	☑
CLEAN MOTOR AND LUBRICATE IF EQUIPPED WITH GREASE FITTINGS	☐	☐	☐	☐	☑
CHECK FAN WHEEL FOR INBALANCE	☐	☐	☐	☐	☑
INSPECT FOR DIRT AND OIL	☐	☐	☐	☐	☑
CHECK HEAT EXCHANGER FOR CRACKS	☐	☐	☐	☐	☑
CHECK BURNER TO SEE THAT THE ORIFICES ARE CLEAN OF ANY DIRT OR DEBRIS	☐	☐	☐	☐	☑
CHECK ALL SENSORS AND SAFETY DEVICES	☐	☐	☐	☐	☑
ANNUAL TASK					
CLEAN CONDENSATE DRAINS, DRAIN LINE, AND PAN	☑	☐	☑	☐	☐
INSPECT FAN ASSEMBLY	☑	☐	☑	☐	☐
LUBRICATE CONDENSER MOTORS AS REQUIRED	☑	☐	☑	☐	☐
CHEMICALLY CLEAN CONDENSER COILS AND FAN BLADES	☑	☐	☑	☐	☐
CHECK STRUCTURAL INTEGRITY OF UNIT	☑	☐	☑	☐	☐
CHECK AND CALIBRATE CONTROLS	☑	☐	☑	☐	☐
INSPECT ELECTRICAL WIRING COMPONENTS	☐	☑	☐	☐	☐
INSPECT MOTOR STARTER CONTACTOR SURFACES FOR WEAR	☐	☑	☐	☐	☐
CLEAN STARTER AND ELECTRICAL CONTROL ENCLOSURE	☐	☑	☐	☐	☐

LUBRICATE MOTOR BEARINGS AND FAN BEARINGS	☐	☑	☐	☐	☐
CHECK EXHAUST FAN BELTS FOR WEAR, CHANGE AS REQUIRED	☐	☑	☐	☐	☐
CHECK BELT TENSION AND SHEAVE ALIGNMENT	☐	☑	☐	☐	☐
INSPECT EXHAUST FAN UNIT ASSEMBLY	☐	☑	☐	☐	☐
INSPECT ALL MOUNTING HARDWARE	☐	☑	☐	☐	☐

HARBOR POINTE MAINTENANCE SCHEDULE FOR THE CITY OF COSTA MESA

		QUARTERLY PM			ANNUAL PM			QUARTERLY PM			QUARTERLY PM		
	LOCATION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
1	Balearic Center 1975 Balearic Drive	3.5	1	1	3.5	1	1	3.5	1	1	3.5	1	1
2	Communications 79 Fair Drive	1	3.5	1	1	4	1	1	3.5	1	1	3.5	1
3	Old Corporation Yard - 2300 Placentia Ave	3	1	1	3	1	1	3	1	1	3	1	1
4	New Corporation Yard - 2310 Placentia Ave	3.5	1	1	3.5	1	1	3.5	1	1	3.5	1	1
5	Downtown Recreation Center - 1860 Anaheim Ave	1	1	5.5	1	1	9.5	1	1	5.5	1	1	5.5
6	Mesa Verde Library - 2969 Mesa Verde Drive East	3	1	1	3.5	1	1	3	1	1	3	1	1
7	Donald Dungan Library - 1855 Park Ave	1	1	24	1	1	24	1	1	24	1	1	24
8	Fire Station # 1 - 2803 Royal Palm Dr	24	1	1	24	1	1	24	1	1	24	1	1
9	Fire Station # 2 - 800 Baker St	1	3	1	1	3	1	1	3	1	1	3	1
10	Fire Station # 3 - 1865 Park Ave	1	1	4	1	1	4	1	1	4	1	1	4
11	Fire Station # 4 - 2300 Placentia Ave	3	1	1	3	1	1	3	1	1	3	1	1
12	Fire Station # 5- 2450 Vanguard Way	1	4	1	1	4	1	1	4	1	1	4	1
13	Fire Station # 6 - 3350 Sakioka Drive	1	4	1	1	4	1	1	4	1	1	4	1
14	Westside Police Substation - 567 W. 18th St	1	1	4.5	1	1	4.5	1	1	4.5	1	1	4.5
15	Historical Society - 1870 Anaheim Ave	1	1	3	1	1	3	1	1	3	1	1	3
16	Neighborhood Community Center - 1845 Park Ave	1	1	16	1	1	16	1	1	16	1	1	16
17	Bridge Shelter - 3175 Airway Ave	1	12	1	1	12	1	1	12	1	1	12	1
	TOTAL HOURS	51	38.5	68	51.5	39	72	51	38.5	68	51	38.5	68

HARBOR POINTE'S ROUTING SCHEDULE FOR QUARTERLY AND ANNUAL MAINTENANCE OUTSIDE OF THE MONTHLY SITE INSPECTIONS

ROUTE # 1
Balearic Center 1975 Balearic Drive
Old Corporation Yard - 2300 Placentia Ave
New Corporation Yard - 2310 Placentia Ave
Mesa Verde Library - 2969 Mesa Verde Drive East
Fire Station # 1 - 2803 Royal Palm Dr
Fire Station # 4 - 2300 Placentia Ave

ROUTE #2
Communications 79 Fair Drive
Fire Station # 2 - 800 Baker St
Fire Station # 5- 2450 Vanguard Way
Fire Station # 6 - 3350 Sakioka Drive
Bridge Shelter - 3175 Airway Ave

ROUTE #3
Downtown Recreation Center - 1860 Anaheim Ave
Donald Dungan Library - 1855 Park Ave
Fire Station # 3 - 1865 Park Ave
Westside Police Substation - 567 W. 18th St
Historical Society - 1870 Anaheim Ave
Neighborhood Community Center - 1845 Park Ave

MONTHLY INSPECTIONS
1 HOUR

EXHIBIT C

FEE SCHEDULE

HARBOR POINTE 2025 MAINTENANCE CONTRACT PRICING

LOCATION	QUARTERLY PRICE	ANNUAL PRICE
Balearic Center 1975 Balearic Drive	1288.75	5155.00
Communications 79 Fair Drive	1570.03	6280.13
Old Corporation Yard - 2300 Placentia Ave	1220.37	4881.46
New Corporation Yard - 2310 Placentia Ave	1299.22	5196.86
Downtown Recreation Center - 1860 Anaheim Ave	2202.40	8809.58
Mesa Verde Library - 2969 Mesa Verde Drive East	1220.91	4883.63
Donald Dungan Library - 1855 Park Ave	5262.29	21049.15
Fire Station # 1 - 2803 Royal Palm Dr	5509.35	22037.38
Fire Station # 2 - 800 Baker St	1233.10	4932.38
Fire Station # 3 - 1865 Park Ave	1505.99	6023.94
Fire Station # 4 - 2300 Placentia Ave	1246.59	4986.34
Fire Station # 5- 2450 Vanguard Way	1475.76	5903.05
Fire Station # 6 - 3350 Sakioka Drive	1545.36	6181.44
Westside Police Substation - 567 W. 18th St	1493.41	5973.64
Historical Society - 1870 Anaheim Ave	1332.30	5329.18
Neighborhood Community Center - 1845 Park Ave	3972.75	15891.00
Bridge Shelter - 3175 Airway Ave	3086.96	12347.82
TOTAL	36465.49	145861.97

2025 BILLING RATES FOR MECHANIC, MATERIAL, AND SUBCONTRACTOR / RENTAL EQUIPMENT

DESCRIPTION	**HOURLY RATE**
MECHANIC REGULAR TIME (M-F) 7AM TO 4 PM	180
MECHANIC OVERTIME	270
MECHANIC HOLIDAY	360
CONTROLS LABOR - REGULAR TIME	195
CONTROLS LABOR - OVERTIME	292.50
CONTROLS LABOR - HOLIDAY	390
DESCRIPTION	**RATE**
MATERIAL MARK UP	20%
RENTAL EQUIPMENT MARK UP	20%
PROPRIETARY CONTROLS SUBCONTRACTOR	20%

HARBOR POINTE 2026 MAINTENANCE CONTRACT PRICING

LOCATION	QUARTERLY PRICE	ANNUAL PRICE
Balearic Center 1975 Balearic Drive	1333.86	5335.43
Communications 79 Fair Drive	1624.98	6499.93
Old Corporation Yard - 2300 Placentia Ave	1263.08	5052.31
New Corporation Yard - 2310 Placentia Ave	1344.69	5378.75
Downtown Recreation Center - 1860 Anaheim Ave	2279.48	9117.92
Mesa Verde Library - 2969 Mesa Verde Drive East	1263.64	5054.55
Donald Dungan Library - 1855 Park Ave	5446.47	21785.87
Fire Station # 1 - 2803 Royal Palm Dr	5702.17	22808.69
Fire Station # 2 - 800 Baker St	1276.25	5105.01
Fire Station # 3 - 1865 Park Ave	1558.70	6234.78
Fire Station # 4 - 2300 Placentia Ave	1290.22	5160.86
Fire Station # 5- 2450 Vanguard Way	1527.42	6109.66
Fire Station # 6 - 3350 Sakioka Drive	1599.45	6397.79
Westside Police Substation - 567 W. 18th St	1545.68	6182.72
Historical Society - 1870 Anaheim Ave	1378.93	5515.70
Neighborhood Community Center - 1845 Park Ave	4111.80	16447.19
Bridge Shelter - 3175 Airway Ave	3195.00	12779.99
TOTAL	37741.79	150967.15

2026 BILLING RATES FOR MECHANIC, MATERIAL, AND SUBCONTRACTOR / RENTAL EQUIPMENT

DESCRIPTION	**HOURLY RATE**
MECHANIC REGULAR TIME (M-F) 7AM TO 4 PM	186.30
MECHANIC OVERTIME	279.45
MECHANIC HOLIDAY	372.60
CONTROLS LABOR - REGULAR TIME	201.83
CONTROLS LABOR - OVERTIME	302.74
CONTROLS LABOR - HOLIDAY	403.65
DESCRIPTION	**RATE**
MATERIAL MARK UP	20%
RENTAL EQUIPMENT MARK UP	20%
PROPRIETARY CONTROLS SUBCONTRACTOR	20%

HARBOR POINTE 2027 MAINTENANCE CONTRACT PRICING

LOCATION	QUARTERLY PRICE	ANNUAL PRICE
Balearic Center 1975 Balearic Drive	1380.54	5522.17
Communications 79 Fair Drive	1681.86	6727.43
Old Corporation Yard - 2300 Placentia Ave	1307.29	5229.14
New Corporation Yard - 2310 Placentia Ave	1391.75	5567.01
Downtown Recreation Center - 1860 Anaheim Ave	2359.26	9437.05
Mesa Verde Library - 2969 Mesa Verde Drive East	1307.87	5231.46
Donald Dungan Library - 1855 Park Ave	5637.10	22548.38
Fire Station # 1 - 2803 Royal Palm Dr	5901.75	23606.99
Fire Station # 2 - 800 Baker St	1320.92	5283.69
Fire Station # 3 - 1865 Park Ave	1613.25	6453.00
Fire Station # 4 - 2300 Placentia Ave	1335.37	5341.49
Fire Station # 5- 2450 Vanguard Way	1580.88	6323.50
Fire Station # 6 - 3350 Sakioka Drive	1655.43	6621.71
Westside Police Substation - 567 W. 18th St	1599.78	6399.12
Historical Society - 1870 Anaheim Ave	1427.19	5708.75
Neighborhood Community Center - 1845 Park Ave	4255.71	17022.84
Bridge Shelter - 3175 Airway Ave	3306.82	13227.29
TOTAL	39062.76	156251.02

2027 BILLING RATES FOR MECHANIC, MATERIAL, AND SUBCONTRACTOR / RENTAL EQUIPMENT

DESCRIPTION	**HOURLY RATE**
MECHANIC REGULAR TIME (M-F) 7AM TO 4 PM	192.82
MECHANIC OVERTIME	289.23
MECHANIC HOLIDAY	385.64
CONTROLS LABOR - REGULAR TIME	208.89
CONTROLS LABOR - OVERTIME	313.34
CONTROLS LABOR - HOLIDAY	417.78
DESCRIPTION	**RATE**
MATERIAL MARK UP	20%
RENTAL EQUIPMENT MARK UP	20%
PROPRIETARY CONTROLS SUBCONTRACTOR	20%

HARBOR POINTE 2028 MAINTENANCE CONTRACT PRICING

LOCATION	QUARTERLY PRICE	ANNUAL PRICE
Balearic Center 1975 Balearic Drive	1428.86	5715.45
Communications 79 Fair Drive	1740.72	6962.89
Old Corporation Yard - 2300 Placentia Ave	1353.04	5412.16
New Corporation Yard - 2310 Placentia Ave	1440.47	5761.86
Downtown Recreation Center - 1860 Anaheim Ave	2441.84	9767.35
Mesa Verde Library - 2969 Mesa Verde Drive East	1353.64	5414.56
Donald Dungan Library - 1855 Park Ave	5834.39	23337.57
Fire Station # 1 - 2803 Royal Palm Dr	6108.31	24433.23
Fire Station # 2 - 800 Baker St	1367.16	5468.62
Fire Station # 3 - 1865 Park Ave	1669.72	6678.86
Fire Station # 4 - 2300 Placentia Ave	1382.11	5528.44
Fire Station # 5- 2450 Vanguard Way	1636.21	6544.82
Fire Station # 6 - 3350 Sakioka Drive	1713.37	6853.47
Westside Police Substation - 567 W. 18th St	1655.77	1623.09
Historical Society - 1870 Anaheim Ave	1477.14	5908.56
Neighborhood Community Center - 1845 Park Ave	4404.66	17618.64
Bridge Shelter - 3175 Airway Ave	3422.56	13690.25
TOTAL	40429.96	161719.82

2028 BILLING RATES FOR MECHANIC, MATERIAL, AND SUBCONTRACTOR / RENTAL EQUIPMENT

DESCRIPTION	**HOURLY RATE**
MECHANIC REGULAR TIME (M-F) 7AM TO 4 PM	199.57
MECHANIC OVERTIME	299.35
MECHANIC HOLIDAY	399.14
CONTROLS LABOR - REGULAR TIME	216.20
CONTROLS LABOR - OVERTIME	324.31
CONTROLS LABOR - HOLIDAY	432.40
DESCRIPTION	**RATE**
MATERIAL MARK UP	20%
RENTAL EQUIPMENT MARK UP	20%
PROPRIETARY CONTROLS SUBCONTRACTOR	20%

HARBOR POINTE 2029 MAINTENANCE CONTRACT PRICING

LOCATION	QUARTERLY PRICE	ANNUAL PRICE
Balearic Center 1975 Balearic Drive	1478.87	5915.49
Communications 79 Fair Drive	1801.65	7206.59
Old Corporation Yard - 2300 Placentia Ave	1400.40	5601.59
New Corporation Yard - 2310 Placentia Ave	1490.88	5963.53
Downtown Recreation Center - 1860 Anaheim Ave	2527.30	10109.21
Mesa Verde Library - 2969 Mesa Verde Drive East	1401.02	5604.07
Donald Dungan Library - 1855 Park Ave	6038.60	24154.38
Fire Station # 1 - 2803 Royal Palm Dr	6322.10	25288.39
Fire Station # 2 - 800 Baker St	1415.01	5660.02
Fire Station # 3 - 1865 Park Ave	1728.16	6912.62
Fire Station # 4 - 2300 Placentia Ave	1430.49	5721.94
Fire Station # 5- 2450 Vanguard Way	1693.47	6773.89
Fire Station # 6 - 3350 Sakioka Drive	1773.34	7093.34
Westside Police Substation - 567 W. 18th St	1713.73	6854.90
Historical Society - 1870 Anaheim Ave	1528.84	6115.36
Neighborhood Community Center - 1845 Park Ave	4558.82	18235.29
Bridge Shelter - 3175 Airway Ave	3542.35	14169.14
TOTAL	41845.01	167380.02

2029 BILLING RATES FOR MECHANIC, MATERIAL, AND SUBCONTRACTOR / RENTAL EQUIPMENT

DESCRIPTION	**HOURLY RATE**
MECHANIC REGULAR TIME (M-F) 7AM TO 4 PM	206.55
MECHANIC OVERTIME	309.83
MECHANIC HOLIDAY	413.11
CONTROLS LABOR - REGULAR TIME	223.77
CONTROLS LABOR - OVERTIME	335.66
CONTROLS LABOR - HOLIDAY	447.53
DESCRIPTION	**RATE**
MATERIAL MARK UP	20%
RENTAL EQUIPMENT MARK UP	20%
PROPRIETARY CONTROLS SUBCONTRACTOR	20%

CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
SOUTHLAND INDUSTRIES

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of September, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SOUTHLAND INDUSTRIES, a California corporation ("Contractor").

W I T N E S S E T H :

A. City proposes to utilize the services of Contractor as an independent contractor to provide on-call HVAC mechanical automation system repairs and maintenance services, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal, RFP No. 25-22 ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720, *et seq*.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000, *et seq*. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810, *et seq*., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor

Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to harassment, workplace violence, discrimination, minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City, or confidential information relating to the City's computer and security systems and programs. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed

confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit C. Contractor's total annual compensation shall not exceed Two Hundred Thousand Dollars ($200,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on September 1, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling,

suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by

Contractor; automobiles owned, leased, hired, or borrowed by Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Southland Industries
12131 Western Avenue
Garden Grove, CA 92841
Tel: (657) 533-4122
Attn: Abbie Fletcher

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5289
Attn: Daniel Jojola

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to 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.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. 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.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation

and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of 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.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

Agreement.

[Signature page follows.]

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

CONTRACTOR

_____ Date: _____
Signature

_____
Craig Gonzalez, General Service Manager

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Daniel Jojola
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____

Raja Sethuraman
Public Works Director

APPROVED AS TO PURCHASING:

_____ Date: _____

Carol Molina
Finance Director

EXHIBIT B

CONTRACTOR'S PROPOSAL

Southland.

Southland Industries
12131 Western Avenue
Garden Grove, CA 92841
562.244.7836
Lic #: 114040

PROPOSAL TO PROVIDE ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS AND MAINTENANCE SERVICE FOR:

CITY OF COSTA MESA - PUBLIC WORKS DEPARTMENT
RFP NO. 25-22

PROPOSAL
Prepared for:
City of Costa Mesa - Public Works Department
RFP No. 25-22
Attn: Stephanie Urueta

Southland Industries
12131 Western Avenue
Garden Grove, CA 92841
Lic #: 114040

Proposal to provide On-Call HVAC mechanical automation system repairs and maintenance service for:

City of Costa Mesa - Public Works Department

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A. COVER LETTER

May 28, 2025
City of Costa Mesa- Public Works Department
RFP NO. 25-22
Stephanie Urueta
77 Fair Drive
Costa Mesa, CA 92626

RE: City of Costa Mesa | On-Call HVAC Mechanical Automation System Repairs and Maintenance Services RFP

Southland Industries is pleased to present this Request for Proposal (RFP) response to the City of Costa Mesa for HVAC Mechanical Automation System Repairs and Maintenance Services. It is Southland's hope our response clearly communicates our 76 years of HVAC service expertise, our experience working with municipalities and our dedication to service excellence.

We understand the City of Costa Mesa is seeking a partner with HVAC expertise to perform HVAC maintenance and repair, as well as automation maintenance services as part of a comprehensive routine maintenance program to be developed by the selected firm.

Southland Industries is a client-first mechanical and controls service organization that has been a fixture in Southern California since its founding in 1949. We are a national leader in HVAC design, construction, and maintenance; and are expert providers of HVAC maintenance, repair and installation services to municipal and public works clients with complex systems.

Southland will support the City of Costa Mesa from our Garden Grove, CA facility located at 12131 Western Avenue, Garden Grove, CA 92841.

Our resources are robust in Southern California and include a 160,900 SF fabrication shop in Southland's Garden Grove, CA, location. Our efforts to improve fabrication details, knowledge, material handling, and installation methods ensure that we consistently deliver innovative solutions to our clients. The Garden Grove, CA location also houses our service team and our 24/7 service dispatch center. Southland will wholly support all of the City of Costa Mesa HVAC maintenance needs without the need to subcontract any tasks.

The Southland service team that supporting the City of Costa Mesa will be based in Garden Grove, CA. It will include a project manager with 26 years of experience developing HVAC programs and providing said services to clients. The service technicians assigned to the City of Costa Mesa have more than 10 years of experience and include supervisors, foremen and journeymen with a range of certifications. Although Southland service technicians must respond within a four-hour window to emergency service requests, typically they respond to an emergency service request within two hours.

In addition to performing scheduled Southland monthly, quarterly, and annual HVAC and controls maintenance, upon engagement Southland will conduct a comprehensive inspection of all equipment and make recommendations to the City of Costa Mesa to enhance equipment performance.

Southland holds the following contractor licenses: C-20, C-4, C-38, C-16, C-36, C-43 and B. We are also fully compliant with the Department of Industrial Relations (DIR). Southland's DIR number is 1000000657.

We have provided our Cost Proposal as a separate file, as requested in the RFP. The file name is **City of Costa Mesa Cost Proposal for On Call HVAC Services RFP 25_22**.

In closing, we want to express our genuine understanding of the City of Costa Mesa's commitment to maintaining its community buildings—facilities that serve as vital hubs for essential services and public engagement. As a team in nearby Garden Grove, just a few miles away, we are both familiar with the regional landscape and aligned with the City's values. We recognize the pride Costa Mesa takes in these critical assets, and if chosen we are fully committed to delivering the high-quality service and attention to detail to these important city buildings.

If we can be of any further assistance, please feel free to contact me at 562.244.7836.

Sincerely,

Craig Gonzalez (Authorized Representative)
Southland Industries
Sales & Service Manager
CGonzalez@southlandind.com
12131 Western Avenue
Garden Grove, CA 92841

B. BACKGROUND AND PROJECT SUMMARY

Southland welcomes the opportunity to describe to the City of Costa Mesa our understanding of HVAC maintenance and of the work to be done to support the City's HVAC maintenance needs.

Southland has provided HVAC services, among other trades, for 76 years. We have extensive experience supporting municipal and public works clients service maintenance needs.

We work closely with our service clients from award of contract to develop a strong transparent relationship that will facilitate seamless and transparent communication to ensure mutually successful partnership. Southland and the City of Costa Mesa will work closely to implement a service plan and schedule that will leverage our trained and certified service team members, our ability to respond to emergencies in under four hours (typically within two hours), and monthly meetings to discuss service needs and equipment performance improvements.

UNDERSTANDING OF SCOPE OF SERVICES

Southland Industries has reviewed the sample service agreement provided as Appendix B and we do concure with the City's assessment of necessary maintenance procedures. We are aligned with your expectations.

In fact, Southland Industries recommends a comprehensive HVAC maintence program that includes monthly, quarterly, and annual services in accordance with ASHRAE 180 and the City of Costa Mesa's service standards. Typical tasks include inspecting pressure drops across filters, washing coils, performing monthly chemical treatments (closed loop), conducting annual refrigerant leak inspections, tightening electrical connections, verifying thermostat and control functionality, replacing belts annually, and lubricating bearings, dampers, and linkages, and other tasks as outlined in our proposed schedule.

Southland will deliver high-quality service maintenance and repairs while proactively identifying and reporting unscheduled repairs anc correct the issue(s) to mitigate their risk. In our Project Approach and Methodology section we will further discuss the procedures Southland will engage to successfully meet and exceed the City's scope of services requested as outlined in this RFP.

C. PROJECT APPROACH AND METHODOLOGY

Southland views HVAC Maintenance as the cornerstone of efficient facility operation. As a controls and mechanical service company, Southland looks at systems and root causes rather than just individual components. This allows us to understand the facility holistically by evaluating, troubleshooting, and repairing mechanical issues accordingly. We believe that this proposal offers a comprehensive method in achieving the desired results and goals for the City of Costa Mesa. Our team has customized a very thorough maintenance approach to significantly reduce the costs of maintenance, while still delivering the highest quality maintenance and customer service.

Southland understands that properly maintained systems extend the expected life cycle of equipment and can significantly reduce ongoing operating costs. When this is done consistently year after year, our clients can use these cost savings to invest in their businesses. Southland approaches maintenance as a proactive and preventative solution. We work to get ahead of the unforeseen emergencies that ruin budgets and demand sacrifices to planned projects or investments.

Our clients expect us to protect some of their most valuable assets. To do this properly requires a lot of experience, expertise, foresight, and a deep understanding for how all the various parts and pieces of a system work together. Our team of experts look to identify the vulnerable and troublesome areas of those systems. This analysis takes into account the type of facility the equipment is serving, the age and condition of the equipment and components, our client's masterplan, and their financial budgets to accomplish their stated objectives. We analyze all this data to design a solution tailored to fit the needs of the individual client. Then, based on our decades of industry experience we collaborate with our clients to generate a multiyear plan to prevent, address, and repair equipment deficiencies. These predictions allow us to schedule repairs or shutdowns that don't disrupt business operations or budgets.

CAPACITY

With a field staff of 27 technicians and a dedicated 24-hour dispatch team Southland is extremely confident in our ability to complete the HVAC Responsibilities outlined in the City of Costa Mesa's RFP. Our Southern California office houses the largest sheet metal prefabrication shop on the West Coast, dozens of mechanical, electrical, and HVAC controls engineers and an entire Energy division focused on implementing energy reduction strategies for our clients. All of these services are available to the City of Costa Mesa and are executed within the Southland organization.

Our team's vast experience and dedication to providing multifaceted solutions and excellent customer service means we will successfully execute any service request by the City of Costa Mesa in a timely manner.

RESPONDING TO NON-EMERGENCY AND EMERGENCY ISSUES

Southland employs a fully staffed Service and Dispatch team to ensure your on-call requests and repairs are completed in a timely manner. Other than reaching out to your primary representative, Southland has our Dispatch team standing by 24/7 to provide support. Once our Dispatch team receives the request, we dispatch the appropriate technician immediately. The technician's first objective is to get the system back online and educate the client on what failed and how we fixed it so it can be prevented from happening again in the future. If the repair requires additional visits, the technician gathers all the necessary information needed to provide an estimate for the repair. The technician does not leave without our client's satisfaction and a clear path forward.

For non-emergency service, clients may also use our service dispatch email. This email is monitored during business hours and is an efficient way to communicate and document any follow up or questions with our team. This email includes multiple members of our team, ensuring that the City of Costa Mesa receives the most up to date and informed response possible. This is a perfect way to get hold of our service dispatch team throughout the day for those non-urgent needs.

However, for those who prefer to call us for an immediate conversation our dispatch team is only a phone call away. Once our technician arrives at the facility, he will troubleshoot the problem reported using our "Root Cause Analysis" methodology and diagnose the best way to proceed.

If the problem can be resolved while onsite, we will do so and check out with your on-site contact to debrief them before leaving the facility. If additional parts or labor are needed to complete the repair, our technician will leave the unit in the safest possible condition, report our findings to your facility contact, and explain our plan of action before leaving your facility. Our technician will share his findings with our Proposal Specialist who will prepare a quote and a detailed scope of work for your consideration. Our primary representative will then work with the appropriate contact at Montclair Place to determine how best to proceed.

Emergency telephone numbers of management level supervisory personnel:
Craig Gonzalez, Sale and Service Manager, Mobile: 562.244.7836

COMMUNICATION

To Southland, communication is the most important part of any service program. We enter into each client partnership understanding that we are being invited to a very important role to support our client's goals. To achieve this, it is critical to quickly and effectively communicate issues, possible solutions and plans for quick implementation.

Effective communication begins with our service technicians and the City of Costa Mesa's on-site point of contact. Our service technicians are our day-to-day representatives and take the lead in building partnerships with the appropriate contacts within your organization, beginning with your dedicated onsite personnel.

Although there is constant communication between our technicians and your key personnel, we also utilize technology and administrative support resources to keep detailed archives of our maintenance logs, proposals, and continuous updates to our ongoing outlook for scheduled repairs and upgrades. Our team will create a dedicated OneHub platform as your one-stop, cloud-based data storage that keeps all records of equipment information, repair orders, invoices, and service reports. The documentation available on this platform will help the City of Costa Mesa keep track of our performance to ensure we are meeting expectations, identify equipment trends, analyze the amount of repairs, and serve as a historical reference for system performance. The City of Costa Mesa will have full access to this software and will receive email notifications each time a document is uploaded. The benefit of keeping an electronic log assures standardization of procedures for your facility and becomes a management tool for our clients to review with their owners and peers. This guarantees the coordination and prioritization of service procedures for your listed equipment.

In tandem with the OneHub platform, we utilize the MobileTec system, which provides our technicians with specific tasking for each individual piece of equipment to ensure proper maintenance is always completed on all equipment. MobileTec is used to sign in and out of service visits and provides an emailed report at the end of each maintenance service, service call, or equipment installation. Additionally, you will receive a follow-up phone call or email after each service performed to ensure that Southland executed our responsibilities to your great satisfaction.

OBJECTIVES AND TECHNIQUES

ROOT CAUSE ANALYSIS

Southland has adopted a methodology of "Root Cause Analysis" and believes the proper method of service is based on three items: Determine the problem, Identify the Cause, and Develop and implement a solution.

Determine the Problem

The first step is to determine the **problem** of the system, or in other words, if a zone is too hot or cold, or the central plant has an alarm. The key word is system. Rather than view the controls as

individual components, Southland views the components and each piece of equipment is part of the system. It is important for us to provide our services based on this concept. Adjustments or failures of components impact the overall system. Adjusting a thermostat because it is hot or cold does not necessarily address the root cause of the problem. It may be a dirty condenser coil or a worn belt, creating the original hot or cold complaint, adjusting the thermostat will only require a second call which may annoy the tenant.

Southland believes in understanding the system process. In doing this we will help to identify the specific problem of the actual component. In many cases, Southland will use the capacity of our in-house resources to assure we truly understand what the problem is. By taking these extra steps, Southland can get down to the root cause of the problem.

Identify the Cause

Once the problem has been identified, the next step is to determine the **cause** of the problem, or in other words what part of your system has failed. Southland will investigate the cause for deficiencies, document those items, and then review them with our client and provide multiple solutions, if warranted.

Determining the root cause of the problem is essential in developing the correct solution. Making repairs without determining the root cause of the problem will only leave an avenue for repeat failures and service calls.

Develop and Implement a Solution

Once the problem is identified and the cause reviewed, the solution can then be implemented. These solutions may be multifaceted and if needed, Southland will provide multiple solution approaches or recommendations.

The solution can be as simple as adjusting a system controller, or as complicated as solving a design deficiency. Again, Southland will utilize the resources of our experienced staff, along with our in-house engineering capabilities to develop the final solution. Providing the right solution prevents repeat calls on the same problems.

APPROACH TO THE SCOPE OF WORK

The core of our maintenance approach is building a relationship with the City of Costa Mesa personnel to ensure we establish a consistent schedule that can be relied upon. Not only is a consistent and predictable schedule a key to success, but consistent and predictable service technicians are equally important. The more our service technicians continue to become familiar with your staff and the equipment, the better we can service your facilities.

Southland Maintenance Start-Up Process

One of Southland's Standards of Service is our Maintenance Start-Up Process. During this process, our Although Southland service technicians must respond within a four-hour window to emer-gency service requests, typically they respond to an emergency service request within two hours. Upon completion of the Maintenance Start-Up Process, our Service Department compiles all findings and meet with your team to discuss the report and collaborate on the best plan moving forward. To perform this process correctly requires a considerable investment in time and resources, but it has proven time after time to provide clients with the best return on their investment as quickly as possible.

Account Manager

Your dedicated Account Manager is responsible for ensuring all of our in-house documentation, OneHub archive, MobileTec service reports, invoices, service orders, maintenance visits, and all of your expectations are being met. Assigning an Account Manager has been extremely valuable for both our clients and our service teams. Your account manager will be your regular point of contact and will manage documentation and quality assurance processes.

Quarterly Maintenance
During our quarterly maintenance visits, we will expand our team even further to include two HVAC technicians. During this service, we will provide a detailed service tasking report for every piece of equipment and upload them to the OneHub archive. We plan to perform the quarterly maintenance over a two-week period. During these thorough maintenance visits, we will document each task performed and record any recommended repairs. This documentation will be shared with you upon completion of maintenance so that we can then collaborate with you on the best path forward.

Annual Maintenance
During Annual Maintenance, we will deploy the largest team of technicians to your facilities. We plan to dispatch three HVAC technicians. We estimate it will take a total of three weeks to perform proper annual maintenance on all equipment. As with the quarterly maintenance visits we will be thoroughly servicing, documenting, and reporting everything we perform or find to be deficient. To continue our quality assurance strategy, we will focus on verifying the equipment is back in great working order and the areas around the equipment are clean and orderly, subsequent to the conclusion of the annual maintenance visit.

Southland has found that planning regular meetings for focused and organized conversations around performance and our partnership is a small investment of time that provides a great deal of continued value to the relationship.

Quality Control Plan
Southland's approach to work includes a thorough quality control plan that is customized to each client's specific maintenance program. When Southland works with the City of Costa Mesa to establish your maintenance schedule, we will establish a comprehensive quality control plan that includes Spring and Fall inspections. After each quality control inspection, we will document our findings in a written condition report that we will submit to the City of Costa Mesa one week after the inspection is conducted.

The graphic below provides a high-level overview of Southland's proposed equipment maintenance schedule for the City of Costa Mesa. On the following page is a proposed schedule indicating all tasks and deliverables to be performed.

PROPOSED PROJECT MAINTENANCE SCHEDULE FOR EQUIPMENT

The graphic below illustrates at a high-level the quarterly and annual tasks Southland will perform during our visits. Our service technicians will maintian the City's equipment such that you will feel our presence in between our quarterly onsite sessions.

- Pre-winter start up
- Annual boilers, furnaces, heat pumps, heaters
- Annual coil condenser washing
- Annual Evaporator Coil Cleaning
- Quarterly Maintenance on all other equipment

- Quarterly maintenance visit
- Filters
- Belts

- Pre-summer start up
- Annual AC
- Annual Evaporator Coil Cleaning
- Quarterly Maintenance on all other equipment

- Quarterly maintenance meeting
- Filters
- Belts

SOUTHLAND INDUSTRIES
COMPANY PROFILE

- **Company Ownership.** Southland Industries is a California Corporation, incorporated June 17, 1949.
- **Location of Office Servicing California Accounts.** The City of Costa Mesa will be serviced by Southland's Garden Grove office, located at 12131 Western Avenue, Garden Grove, CA 92841.
- **Number of Employees Both Locally and Nationally.** Southland Industries, combined with its subsidiary, The Brandt Companies, currently employ 6,480 employees nationally and 416 in Southern California.
- **Location from Which Service Team will be Assigned.** Employees will be assigned solely from the Garden Grove office.
- **Name, Address and Phone Number of Contractor's Point of Contact.** Craig Gonzalez| 12131 Western Avenue, Garden Grove, CA 92841 | 714.657.1473
- **Company Background/History.** Founded in Southern California in 1949, Southland Industries is an MEP building systems expert, providing integrated, full lifecycle solutions that optimize the design, construction, operation, and efficiency of buildings.

  Through collaborative partnerships with our clients and the collective expertise of our people, we create premier built environments and future-ready spaces where communities and businesses can thrive.

  Our Garden Grove campus also includes a 160,900 SF fabrication shop where we prefabricate and preassemble sheet metal, piping, and plumbing. Please scan the QR code to the right for more information.

- **Length of Time Contractor has been providing services described in this RFP.** Southland Industries has been providing HVAC maintenance services since 1949.

  Trades
  Mechanical, pipefitting, sheet metal, plumbing, sprinkler-fitting, process piping, and Controls

  Market Sectors
  Municipal/state, commercial, data center, education, federal, healthcare, hospitality, industrial, life sciences, sports & entertainment,

- **Resumes for key staff.** See Section F, "Key Personnel," for resumes for key staff that will perform the services outlined in this RFP.

E. FINANCIAL CAPACITY

Southland Industries requires a completed NDA agreement for the release of our audited financial statements. To request an NDA for your company, please contact Paige Semeja, Corporate Proposal Coordinator, at paige.semeja@southlandind.com.

For more information, please contact Kim Sandiego, Southland Corporate Controller, at ksanddiegoind.com.

Southland understands the importance of transparency at all times when dealing with clients and potential clients. While we undergo the NDA process, in the table below Southland is sharing our fiscal year revenue for the past three years; and our projected revenue for FY 2025.

Southland Industries Revenue

FISCAL YEAR	REVENUE
FY 2022	1,400,000,000
FY 2023	2,000,000,000
FY 2024	2,800,000,000
FY 2025	Est. 3.5B

We look forward to sharing our audited financial statements after we have executed mutual NDAs.

F. KEY PERSONNEL

The organization chart below and resumes on the following pages detail the experience and certifications of our fully-trained and qualified personnel that will be assigned to the City of Costa Mesa. Southland does not intend to contract subcontractors to support the City. All training completed by our staff is documented and available for review upon request. We will establish an identification system for personnel assigned to the buildings that clearly identify our team as Southland representatives. Our staff will wear uniforms and display proper identification at all times.

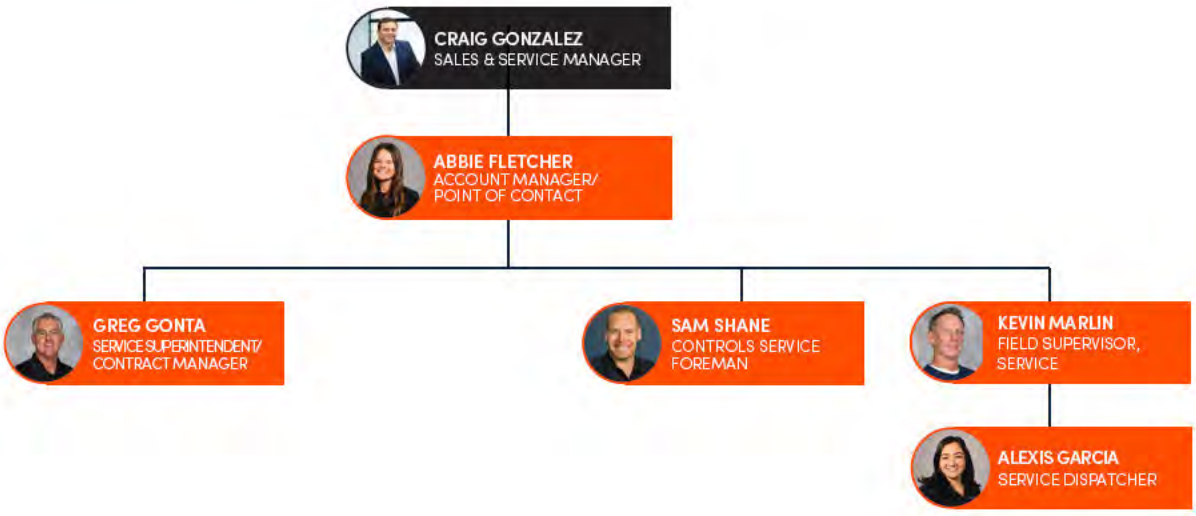
An outline of the task requirements, schedule, and timelines for each building shall be kept with each crew. Southland will establish an identification system for personnel assigned to the buildings that will clearly notify the publickand City of Costa Mesa employees of their contractor status.

Southland's team has vast experience and dedication to providing multifaceted solutions and excellent customer service means we will execute any project assigned to us by the City of Costa Mesa successfully and in a timely manner.

Craig Gonzalez, Sales and Services Manager, who will function as the project manager has over eight years of experience managing projects of similar size and scope as described in your statement of work. Craig has provided a 24/7 contact number in the Project Approach and Methodology section of this response (page 6).

Our team assigned to the City of Costa Mesa will also include a minimum of two certified technicians with at least 10 years of experience and qualified to work on HVAC systems. The City of Costa Mesa will always have, at minimum, one certified technician available within the four-hour response time of the serviced facilities.

Team Organization Chart



Project Profiles

The following project profiles provide examples of HVAC maintenance, repairs, and other various projects completed within the public sector.

City of Newport Beach - Various Service, Maintenance, and Repairs
Southland was awarded a three-year HVAC maintenance contract with the City of Newport Beach in the spring of 2020. The contract includes maintenance and repair services for the Newport Beach Civic Center as well as on-call services. The City of Newport Beach is an influential, progressive city here in Orange County, making their decision to look for a quality maintenance contractor a leading example in Orange County.

Our Southland team focused on building a thorough and specific maintenance program to ensure the City of Newport Beach met their stated facility goals. Throughout the process, Southland used innovative solutions to overcome all the added challenges created by COVID-19 restrictions. In a testament to our quality performance and customer service, our contract was expanded just six months later to include a service contract to maintain the city's Controls system. The controls contract also includes upgrades to the control system's sequence of operations. We are excited to continue growing our partnership with Newport Beach over the course of our three-year contract term and beyond.

City of Lakewood - Various Service, Maintenance, and Repairs
Southland was awarded a contract in 2023 with the City of Lakewood to perform maintenance at 23 of the City's office and administrative buildings, including mechanical equipment rooms and the City Council chambers.

Long Beach Utilities District - HVAC Maintenance Services
Southland was awarded a contract in 2021 with Long beach Utilities to perform maintenance at the Long Beach Utilities District. The maintenance now includes the addition of the gas buildings in 2023. Southland performs maintenance and repairs on the administration building, water treatment plant, pump station, and gas buildings. Southland's scope includes on-call maintenance, weekly site surveys, monthly tasked visits, and quarterly and annual maintenance on over two hundred pieces of varied equipment.

Compton Unified School District - Various Service, Maintenance and Repairs
Southland performed demolition and installation work to replace four split systems, 41 package units, and 20 wall mount heat pumps betwee two Compton Unified School District campuses. Southland provided all Carrier and Bard equipment to comply with District standards, in addition to the installation of brand new thermostats in each unit. All work was performed at two separate high school campuses.

Southland had been proudly providing maintenance service to the District since 2013, several years before the start of this project. After this project was completed, in the wake of the COVID-19 pandemic, the District initiated a maintenance and filter change program with Southland in support of their re-opening plans. Southland is currenlty servicing over 1,500 units throughout the District.

Orange Coast College - Chiller Preventative Maintenance Program in Costa Mesa, CA
In 2011, OCC began its partnership with Southland with a preventative maintenance program for chillers located at their Costa Mesa campus. We have continued our relationship with the College and District to become a valued vendor providing repair and replacement services. Recently, we completed a ventilation assessment, surveying all equipment and parts in the system and making recommendations to improve indoor air quality across the campus.

City of Garden Grove - Various Service, Maintenance and Repairs
$9.6 M, design build HVAC, plumbing, and controls project for upgrades to the Garden Grove Civic Center. Project includes the construction of a three-story, 105K SF public safety facility.

G. PROPOSED MAINTENANCE SCHEDULE

Costa Mesa Maintenance Tasks and Schedule								
Maintenance Frequency								
Each task per asset where applicable.	**Water Treatment**	**Package Units**	**Boiler**	**Exhaust Fan/Return Fan/Supply Fan**	**Split Systems/Multi Zone**	**Cooling Tower**	**Chiller**	**VFD**
QUARTERLY TASKS								
INSPECT UNIT CONTROL PANEL.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDITION OF HOT WATER COIL, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
REPLACE AIR FILTERS, PER CONTRACT.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDITION OF CHILLED WATER COIL.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT DRAIN PAN AND DRAIN LINE AND CLEAN.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDITION OF FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.	☐	☐	☐	☐	☐	☐	☐	☐
LUBRICATE FAN & MOTOR BEARINGS, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
Provide inspection report	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDITION AND OPERATION OF ECONOMIZER SECTION, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
OBSERVE CONDITION OF FLAME.	☐	☐	☐	☐	☐	☐	☐	☐
LOG SUPPLY WATER TEMPERATURE.	☐	☐	☐	☐	☐	☐	☐	☐
LOG RETURN WATER TEMPERATURE.	☐	☐	☐	☐	☐	☐	☐	☐
VERIFY OPERATION OF WATER MAKE-UP AND EXPANSION TANK.	☐	☐	☐	☐	☐	☐	☐	☐
PROVIDE TEST OF ALL SAFETY CONTROLS INCLUDING VERIFYING OPERATING TEMPERATURE CONTROLS.	☐	☐	☐	☐	☐	☐	☐	☐
TEST LOW WATER CUT OFF.	☐	☐	☐	☐	☐	☐	☐	☐
TEST LEVER SAFETY RELIEF VALVE.	☐	☐	☐	☐	☐	☐	☐	☐

CHECK BOILER ROOM FOR UNOBSTRUCTED FLOOR DRAINS.	☐	☐	☐	☐	☐	☐	☐	☐
CLEAN AND TIGHTEN ELECTRICAL CONNECTIONS.	☐	☐	☐	☐	☐	☐	☐	☐
Provide inspection report	☐	☐	☐	☐	☐	☐	☐	☐
PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT ELECTRICAL CONNECTIONS.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDITION OF FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.	☐	☐	☐	☐	☐	☐	☐	☐
LUBRICATE FAN & MOTOR BEARINGS, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS.	☐	☐	☐	☐	☐	☐	☐	☐
RETURN UNIT TO SCHEDULED OPERATION.	☐	☐	☐	☐	☐	☐	☐	☐
PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDITION OF SUPPLY FAN AND MOTOR BEARINGS.	☐	☐	☐	☐	☐	☐	☐	☐
LUBRICATE SUPPLY FAN AND MOTOR BEARINGS.	☐	☐	☐	☐	☐	☐	☐	☐
REPLACE PRE-FILTERS, PER CONTRACT.	☐	☐	☐	☐	☐	☐	☐	☐
REPLACE FINAL FILTERS, PER CONTRACT, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT AND CLEAN VFD ELECTRICAL CONNECTIONS.	☐	☐	☐	☐	☐	☐	☐	☐
RETURN UNIT TO SCHEDULED OPERATION.	☐	☐	☐	☐	☐	☐	☐	☐
Provide inspection report	☐	☐	☐	☐	☐	☐	☐	☐
PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT UNIT CONTROL PANEL AND CLEAN/TIGHTEN.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.	☐	☐	☐	☐	☐	☐	☐	☐

INSPECT ELECTRICAL CONNECTIONS OF UNIT AND TIGHTEN.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK REVERSING VALVE OPERATION, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDENSER COILS FOR SIGNS OF LEAKS AND CLEAN ANNUALLY, PER CONTRACT.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.	☐	☐	☐	☐	☐	☐	☐	☐
RETURN UNIT TO SCHEDULED OPERATION.	☐	☐	☐	☐	☐	☐	☐	☐
Provide inspection report	☐	☐	☐	☐	☐	☐	☐	☐
PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT ALL STRUCTURAL ELEMENTS FOR CORROSION AND DAMAGE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT FOR SCALE BUILD-UP ON ELIMINATORS.	☐	☐	☐	☐	☐	☐	☐	☐
VERIFY FLOAT OPERATION.	☐	☐	☐	☐	☐	☐	☐	☐
VERIFY OPERATION OF DUMP VALVE.	☐	☐	☐	☐	☐	☐	☐	☐
VERIFY OPERATION OF FAN CONTROLS.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK VFD ELECTRICAL CONNECTIONS.	☐	☐	☐	☐	☐	☐	☐	☐
LUBRICATE FAN AND MOTOR BEARINGS.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT PULLEY GROOVES AND BELTS FOR ALIGNMENT, WEAR, AND TENSION.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT FAN WHEEL FOR FREE ROTATION, CRACKS, AND ALIGNMENT.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT AND TIGHTEN ELECTRICAL CONNECTIONS.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDITION OF SAND FILTER OPERATION, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK WATER TREATMENT EQUIPMENT AND OPERATION, IF APPLICABLE.	☐	☐	☐	☐	☐	☐	☐	☐
RETURN UNIT TO SCHEDULED OPERATION.	☐	☐	☐	☐	☐	☐	☐	☐
Provide inspection report	☐	☐	☐	☐	☐	☐	☐	☐
RUN UNIT AND CHECK OPERATION. ADVISE ON CONDITION OF UNIT BEFORE STARTING SHUTDOWN INSPECTION.	☐	☐	☐	☐	☐	☐	☐	☐

PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AND RECORD COMPRESSOR STARTS.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AND RECORD COMPRESSOR RUN HOURS.	☐	☐	☐	☐	☐	☐	☐	☐
RECORD OIL TEMPERATURE.	☐	☐	☐	☐	☐	☐	☐	☐
RECORD OIL DIFFERENTIAL PRESSURE.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AND RECORD OUTLET CHILLED WATER TEMPERATURES.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AND RECORD INLET CHILLED WATER TEMPERATURES.	☐	☐	☐	☐	☐	☐	☐	☐
RECORD EVAPORATOR APPROACH TEMPERATURE.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AND RECORD OUTLET CONDENSER WATER TEMPERATURES.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AND RECORD INLET CONDENSER WATER TEMPERATURES.	☐	☐	☐	☐	☐	☐	☐	☐
RECORD CONDENSER APPROACH TEMPERATURE.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT CONDENSER AND EVAPORATOR FLOW SWITCHES.	☐	☐	☐	☐	☐	☐	☐	☐
RECORD PURGE MINUTES PER 24 HOURS.	☐	☐	☐	☐	☐	☐	☐	☐
RECORD TOTAL PURGE MINUTES.	☐	☐	☐	☐	☐	☐	☐	☐
INSPECT ALL ELECTRICAL CONNECTIONS IN CONTROL AND STARTER PANELS.	☐	☐	☐	☐	☐	☐	☐	☐
CHECK OPERATION OF CONTROL PANEL.	☐	☐	☐	☐	☐	☐	☐	☐
RECORD CHILLED WATER SET POINT.	☐	☐	☐	☐	☐	☐	☐	☐
RECORD DEMAND LIMIT SET POINT.	☐	☐	☐	☐	☐	☐	☐	☐
RETURN UNIT TO SCHEDULED OPERATION.	☐	☐	☐	☐	☐	☐	☐	☐
PROVIDE INSPECTION REPORT	☐	☐	☐	☐	☐	☐	☐	☐
LOCKOUT/TAGOUT	☐	☐	☐	☐	☐	☐	☐	☐
CLEAN ELECTRICAL ENCLOSURES	☐	☐	☐	☐	☐	☐	☐	☐
CHECK SAFETY/CUT OUT DEVICES	☐	☐	☐	☐	☐	☐	☐	☐
CHECK OPERATIONAL CONTROLS	☐	☐	☐	☐	☐	☐	☐	☐
CHECK FOR RUST/OIL LEAKS	☐	☐	☐	☐	☐	☐	☐	☐
DRAIN TANK	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AUTO DRAIN	☐	☐	☐	☐	☐	☐	☐	☐
CHECK MOTOR AMPERAGE/VOLTAGE	☐	☐	☐	☐	☐	☐	☐	☐

CHECK FOR ERROR CODES/FAULT HIST CHECK MANUAL BYPASS VERIFY DRIVE SIGNAL	☐	☐	☐	☐	☐	☐	☐	☐
ANNUAL TASKS								
ALL OF THE ABOVE, INCLUDING:								
REPLACE BELTS BENCHMARK PERFORMANCE ANAYLSIS	☐	☐	☐	☐	☐	☐	☐	☐
WASH CONDENSER COILS	☐	☐	☐	☐	☐	☐	☐	☐
LEAK CHECK COILS	☐	☐	☐	☐	☐	☐	☐	☐
AQMD ANNUAL REPORTS	☐	☐	☐	☐	☐	☐	☐	☐
CLEAN OUT/BLOW OUT DRAINS	☐	☐	☐	☐	☐	☐	☐	☐
OIL SAMPLES	☐	☐	☐	☐	☐	☐	☐	☐
DRAIN TANK	☐	☐	☐	☐	☐	☐	☐	☐
CHECK AUTO DRAIN	☐	☐	☐	☐	☐	☐	☐	☐
OPERATIONAL EFFICIENCY ASSESSMENT	☐	☐	☐	☐	☐	☐	☐	☐

APPENDIX C FORMS

Vendor Application Form

RFP25.22.C06221

VENDOR APPLICATION FORM
FOR
RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMTION SYSTEM REPAIRS & MAINTENANCE SERVICES

TYPE OF APPLICANT: ☑ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Southland Industries

Contact Person for Agreement: Craig Gonzalez

Title: Sales & Service Manager E-Mail Address: CGonzalez@southlandind.com

Business Telephone: 714.657.1473 Business Fax: 714.901.5811

Corporate Mailing Address: 12131 Western Avenue

City, State and Zip Code: Garden Grove, CA 92841

Contact Person for Proposals: Craig Gonzalez

Title: Sales & Service Manager

E-Mail Address: CGonzalez@southlandind.com

Business Telephone: 714.657.1697 Business Fax: 714.901.5811

Is your business: (check one)

☐ NON PROFIT CORPORATION ☑ FOR PROFIT CORPORATION

Is your business: (check one)

RFP25-22-C08221

- [x] CORPORATION
- [ ] LIMITED LIABILITY PARTNERSHIP
- [ ] INDIVIDUAL
- [ ] SOLE PROPRIETORSHIP
- [ ] PARTNERSHIP
- [ ] UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Craig Gonzalez	Sales and Service Manager	714.657.1473

Southland is an employee-owned privately-held company. Employee ownership is strictly confidential.

RFP25.22.C06221

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: Southland Industries has a City of Costa Mesa Business License. We are in the process of renewing our license.

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: Southland Industries has a City of Costa Mesa Business License. We are in the process of renewing our license.

Ex Parte Communications Certification

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS & MAINTENANCE SERVICES** at any time after **May 13, 2025.**

[redacted]

Signature

Date: May, 28, 2025

Craig Gonzalez
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **May 13, 2025**, with a City Councilmember concerning informal **RFP No. 25-22 ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS & MAINTENANCE SERVICES**. A copy of all such communications is attached to this form for public distribution.

_____ **Date**: _____

Signature

Print

_____

Disqualification Questionnaire

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No ✓

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

Disclosure of Government Positions

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

Bidder/Applicant/Contractor Campaign Contribution

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.

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.

[redacted]

Bidder/Applicant/Proposer

May 28, 2025

Date

EXHIBIT C

FEE SCHEDULE

Southland.

Southland Industries
12131 Western Avenue
Garden Grove, CA 92841
562.244.7836
Lic #: 114040

COST PROPOSAL FOR ON-CALL HVAC MECHANICAL AUTOMATION SYSTEM REPAIRS AND MAINTENANCE SERVICE:

CITY OF COSTA MESA - PUBLIC WORKS DEPARTMENT
RFP NO. 25-22

SOUTHLAND INDUSTRIES COST PROPOSAL

Southland is pleased to provide the City of Costa Mesa with our Cost Proposal for On-Call HVAC Mechanical Automation System Repairs and Maintenance Services relevant to RFP No. 25.22.

Year Over Year Contract Price

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
$108,113.00	$111,356.00	$114,697.00	$118,137.00	$121,682.00

- HVAC Preventative Maintenance Services, which described in this RFP, will be bid at an annual total amount.
- Start date to be determined by the City of Costa Mesa.
- Year 1 is 2025 - 2026
- Year 2 is 2026 -2027
- Year 3 is 2027 - 2028
- Year 4 is 2028 - 2029
- Year 5 is 2029 - 2030

Preferred Maintenance Agreement Client Mechanical T&M Rates*

2-hour minimum for normal business days, 4-hour minimum for overtime or holidays

Straight time (M-F 7:00 a.m.–4:00 p.m)	$165.00 per hour
Over time (M-F 4:00 p.m.–7:00 a.m, Saturday & Sunday)	$247.50 per hour
Holidays	$330.00 per hour
Vehicle Charge	$80.00 per truck, per day
Fuel Surcharge	$25.00 per truck, per day

* T&M labor rates are subject to change based upon Union negotiations and Southland's field operating costs.

Preferred Maintenance Agreement Client Controls T&M Rates*

2-hour minimum for normal business days, 4-hour minimum for overtime or holidays

Straight time (M-F 7:00 a.m.–4:00 p.m)	$190.00 per hour
Over time (M-F 4:00 p.m.–7:00 a.m, Saturday & Sunday)	$285.00 per hour
Holidays	$380.00 per hour
Vehicle Charge	$80.00 per truck, per day
Fuel Surcharge	$25.00 per truck, per day

* T&M labor rates are subject to change based upon Union negotiations and Southland's field operating costs.

FOR INFORMATIONAL PURPOSES ONLY	PERCENTAGE
Material Mark Up	20%
Rental Mark Up	20%

CITY OF COSTA MESA

Agenda Report

File #: 25-379 **Meeting Date:** 9/2/2025

TITLE:

INTRODUCTION OF AN ORDINANCE ADDING CHAPTER XVI (PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE) TO TITLE 11 (OFFENSES-MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL SALE OR DISTRIBUTION OF NITROUS OXIDE IN THE CITY

DEPARTMENT: **POLICE DEPARTMENT**

PRESENTED BY: **JASON CHAMNESS, CAPTAIN**

CONTACT INFORMATION: **JASON CHAMNESS, CAPTAIN, (714) 754-5272**

RECOMMENDATION:

Staff recommends the City Council introduce for first reading, by title only, Ordinance No. 2025-xx, adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful sale or distribution of nitrous oxide in the City.

BACKGROUND:

From January 2020 through May 2025, Costa Mesa has seen a concerning rise in nitrous oxide-related activity, posing increasing risks to public safety. Incident reports involving nitrous oxide (found property, possession, or use) have steadily increased, with a 100% rise from 2023 to 2024. Calls for service related to nitrous oxide similarly increased by 125% during the same period. Arrests associated with nitrous oxide offenses also grew by 125% from 2023 to 2024, reflecting enhanced enforcement efforts alongside the growing prevalence of abuse. Additionally, the report noted a slight increase of nitrous oxide involvement in traffic collisions and overdose cases. Since 2020, there has been two overdose deaths likely associated to nitrous oxide. The continued escalation of these incidents underscores the need for targeted prevention, and enforcement at the point of sale, to address the public health and safety impacts of nitrous oxide abuse in Costa Mesa.

This ordinance is being brought forward in response to concerns raised by City Council members, community, and law enforcement professionals about the escalating misuse of nitrous oxide for intoxication and the absence of a local law prohibiting its sale and distribution. The adoption of this ordinance will align Costa Mesa with several neighboring jurisdictions that have already enacted similar regulations to better safeguard community health and safety.

Often referred to as “laughing gas,” “nox,” or “whippets,” nitrous oxide is a colorless and odorless gas with legitimate applications in medical, dental, industrial, and food preparation. However, the rise in non-medical, recreational use, driven by its low cost and easy retail access, has become a public health issue. Some retailers have chosen to sell nitrous oxide due to legal gaps, even when it is clear that the purchaser intends to misuse the substance. Scientific studies have documented the serious health risks associated with recreational inhalation, further highlighting the need for local regulation.

Under California Penal Code Section 381:

- **Section 381b** prohibits possession of nitrous oxide with intent to inhale for intoxication.
- **Section 381c** makes it unlawful to sell or distribute nitrous oxide to anyone under the age of 18.
- **Section 381e** requires those who sell or dispense the gas to maintain transaction records available for inspection.
- **Section 381d** makes it a misdemeanor to provide nitrous oxide to someone who is known-or should reasonably be known-to intend inhalation, particularly if such use results in great bodily harm or death.

Despite these state-level restrictions, local availability and misuse continue to persist due to a lack of local regulations. Costa Mesa currently has no municipal restrictions in place governing the sale or distribution of nitrous oxide. This proposed ordinance seeks to address that gap by reducing unlawful access and discouraging irresponsible sales practices.

The proposed ordinance would make it unlawful for any individual to sell, offer, distribute, or otherwise provide nitrous oxide or devices intended for its administration to any person. However, several important exceptions are included to protect legitimate commercial and medical uses:

- Products containing nitrous oxide as a propellant in food items;
- Wholesale transactions where the seller does not have reason to believe the product will be misused;
- Devices and canisters used specifically for enhancing automotive performance;
- Medical or dental uses under the supervision of licensed professionals;
- Sales by pharmacists, pharmacy interns, or licensed wholesalers in accordance with state law;
- Any other exceptions as provided under applicable laws.

Violations of the ordinance may be prosecuted as misdemeanors at the discretion of the citing Officer or City Attorney. Upon conviction, penalties may include a fine of up to $1,000, imprisonment for up to six months in County Jail, or both.

ANALYSIS:

The residents of Costa Mesa and the Costa Mesa Police Department need a dedicated ordinance to address the growing concerns surrounding the recreational use and abuse of nitrous oxide for several reasons:

- Decrease the amount of nitrous oxide readily available to the public for recreational use.
- Decrease the amount of health and safety related incidents, including overdoses, impaired driving, and public disturbances.
- Decrease the incidence of neurological damage, nerve impairment, and even death demonstrated by medical studies to occur with recreational use of nitrous oxide.
- Close loopholes in State law which do not specifically regulate local sales or prevent easy access through retail vendors.
- Give Police Officers the ability to act to discourage distribution and sales of nitrous oxide to the public for recreational use.

The proposed ordinance would add a new Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses - Miscellaneous) of the Costa Mesa Municipal Code. The proposed ordinance makes it unlawful for any person to sell, attempt to sell, offer, distribute, or otherwise provide to any person nitrous oxide, a device to dispense or administer nitrous oxide, or any device that contains any quantity of nitrous oxide. This ordinance does apply to those exceptions identified in 11-406 (Exceptions to Prohibition).

Costa Mesa needs this ordinance to preserve the safety and well-being of our most vulnerable community members (youth). This ordinance is a preventative measure that targets the root causes of a growing problem, while maintaining legitimate access for medical, industrial, and commercial use.

ALTERNATIVES:

City Council could elect to not pass the proposed ordinance, leaving law enforcement with fewer options to combat the growing trend of the illegal distribution and recreational use of nitrous oxide, absent future changes to State law.

FISCAL REVIEW:

There is no fiscal impact with this action.

LEGAL REVIEW:

The City Attorney’s Office has reviewed this report and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goal: Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

Introduce for first reading, by title only, Ordinance No. 2025-xx, adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful sale or distribution of nitrous oxide in the City.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER XVI (PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE) TO TITLE 11 (OFFENSES—MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL SALE OR DISTRIBUTION OF NITROUS OXIDE IN THE CITY

WHEREAS, the City of Costa Mesa (City) is empowered pursuant to California Constitution, article XI, section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Nitrous Oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes associated with medical or dental procedures in a clinical setting, and is legitimately used for industrial purposes and as a propellant for food products; and

WHEREAS, Nitrous Oxide is also subject to recreational misuse and abuse, in part, because it is easy to purchase from retail vendors and relatively inexpensive; and

WHEREAS, the recreational misuse and abuse of Nitrous Oxide can cause permanent vitamin deficiencies in the blood, and can cause long-term neurological effects, including paralysis and death; and

WHEREAS, the incidence of Nitrous Oxide recreational misuse and abuse has been on the rise both within the City and internationally over the past decade, with multiple medical studies noting significant increases in recreational misuse in the past five years, as well as a broader medical understanding of the long-term hematological and neurological impacts of Nitrous Oxide misuse and abuse; and

WHEREAS, the City does not currently regulate the sale of Nitrous Oxide and finds and declares that in the absence of local regulation, Nitrous Oxide remains subject to significant risk of misuse and abuse through sale to individuals who intend to misuse or abuse the product; and

WHEREAS, the City desires to regulate the sale of Nitrous Oxide in order to preserve and protect public health and to dissuade sellers of Nitrous Oxide products from selling to individuals who they know or have reason to know intend to use the products for illegal purposes (i.e., recreational ingestion and/or inhalation).

WHEREAS, on February 25, 2025, the County of Orange Board of Supervisors adopted Ordinance No. 25-004, adding Division 19 to Title 3 of the Codified Ordinances of the County of Orange to prohibit the sale of nitrous oxide in the county, except when sold for culinary use, wholesale, for use in a vehicle, for the purpose of providing medical or dental care, or by a pharmacist. The ordinance was supported by the Orange County District Attorney, the Orange County Sheriff's Department, and the Costa Mesa Police Department; and

DRAFT

WHEREAS, the City of Costa Mesa, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code section 21000, *et seq*.) and State CEQA guidelines (section 15000, *et seq*.) has determined that the ordinance is not a "project" and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment, such that no environmental review under CEQA is required; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that all the recitals, facts and conclusions set forth above in the preamble of this Ordinance are true and correct.

Section 2. Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) of Title 11 (Offenses – Miscellaneous) of the Costa Mesa Municipal Code is hereby added as follows:

Chapter XVI. PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE

11-404. Definitions.

For purposes of this article, the following definitions apply.

A. "Device" means any cartridge, compressed gas cylinder, apparatus, container, balloon, attachment, nozzle, or other object used to contain, dispense or administer nitrous oxide.

B. "Nitrous oxide" means the colorless nonflammable gas sometimes identified as N2O, which is sometimes used in aerosols and sometimes used as an anesthetic, and which, when inhaled, produces loss of sensibility to pain, often preceded by exhilaration and laughter. Nitrous oxide is often informally or colloquially referred to as "laughing gas," "NOX," "galaxy gas," and "whippits," amongst others.

C. "Person" means any individual or legal entity however constituted or organized.

D. "Wholesale capacity" means sale of or distribution of nitrous oxide or a device to dispense nitrous oxide to a person that will use nitrous oxide or the device in service or products for resale. Examples include, but are not limited to, commercial sale of dentistry supplies to dentists or dentistry offices, commercial sale of devices for the use in food production or in a commercial kitchen, and/or commercial sale of nitrous oxide for the purpose of producing food products for commercial sale (e.g., whipped cream canisters).

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11-405. Prohibition on Sale or Distribution of Nitrous Oxide

Except as otherwise authorized by law or allowed under this article, it is unlawful for any person to sell, attempt to sell, offer, distribute or otherwise provide to any person nitrous oxide, a device to dispense or administer nitrous oxide, or any device that contains any quantity of nitrous oxide.

11-406. Exceptions to Prohibition.

This article does not apply to the sale, attempt to sell, distribution, or other manner of providing nitrous oxide, or a device containing nitrous oxide, in the following exempt circumstances:

A. If the nitrous oxide is contained in a food product for use as a propellant.

B. If the nitrous oxide or device is being sold, attempted to be sold, offered, or distributed in a wholesale capacity, for uses similar to those described in subsection (D) section 11-404. This exemption only applies if the wholesaler does not know or have reason to know that the recipient intends to use the nitrous oxide or device in violation of section 11-405.

C. If the nitrous oxide or device that is being sold, attempted to be sold, offered, or distributed is specifically designed for use in a vehicle to enhance the performance of the vehicle, sold by a licensed retailer, and is flavorless.

D. If the nitrous oxide is being sold, attempted to be sold, offered, or distributed specifically for the purpose of providing medical or dental care, by or at the direction and under the supervision of, a medical or dental practitioner licensed by the State of California and in accordance with all applicable rules and regulations.

E. If the nitrous oxide or device is being sold, attempted to be sold, offered, distributed, or dispensed by a pharmacist, pharmacist intern, or pharmacy as defined by California Business & Professions Code sections 4030, 4036, and 4037, as may be amended, in the course of their duties as a pharmacist or pharmacist intern, or wholesalers licensed by the Board of Pharmacy.

F. Or any other circumstances exempted under law.

Any sales or distributions of Nitrous Oxide contemplated under this section shall comply with all documentation requirements set forth in California Penal Code §381e.

11-407. Violations and Penalties.

a. Any person who violates this chapter is guilty of a misdemeanor and upon conviction thereof may be punished by a fine of not more than one thousand dollars ($1,000) or by imprisonment in the County Jail for a period of not more than six (6) months or by both such fine and imprisonment. Each day any violation of any said provision of this chapter shall continue shall constitute a separate offense.

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b. Alternatively, violations may be addressed through the use of civil citations as set forth in Title 1, Chapter II (Civil Citations), Sections 1-34, *et seq*.
c. Use of criminal enforcement and/or administrative citations shall not prevent or preclude the City from seeking injunctive relief and civil penalties in court for violation of this article. This section shall not serve to limit any other legal remedies or actions that the City may have to address violations of this chapter. A violation of this chapter is grounds for a revocation of a business license, if applicable, pursuant to Section 9-119 of the Costa Mesa Municipal Code.

Section 3. Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code section 21000, *et seq*.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under CEQA is required, pursuant to CEQA Guidelines section 15061(b)(3).

Section 4. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

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PASSED AND ADOPTED this ___ day of _____, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

DRAFT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-421 **Meeting Date:** 9/2/2025

TITLE:

FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2024060115), GENERAL PLAN AMENDMENT, REZONE, SPECIFIC PLAN AMENDMENT, MASTER PLAN, VESTING TENTATIVE PARCEL MAP, DENSITY BONUS, AND DEVELOPMENT AGREEMENT FOR HIVE LIVE, A THREE -PHASED, 1,050-UNIT, RESIDENTIAL DEVELOPMENT WITH 3,692-SQUARE-FOOT RETAIL COMPONENT AT 3333 SUSAN STREET

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: **CHRIS YEAGER, SENIOR PLANNER**

CONTACT INFORMATION: **CHRIS YEAGER, SENIOR PLANNER, (714) 754-4883**

RECOMMENDATION:

Staff recommends the City Council continue the open public hearing to the October 7, 2025, City Council meeting.

BACKGROUND:

The project was noticed for a public hearing on July 15, 2025. Following the notice, the applicant requested to continue the item to the August 5, 2025, City Council meeting. The applicant subsequently requested that the project be continued to the September 2, 2025, City Council meeting. The applicant has requested that the project be continued to the October 7, 2025, City Council meeting. (Attachment 1)

ANALYSIS:

The applicants request that the project be continued to a date certain to the October 7, 2025, City Council meeting. Staff will return to present the Planning Commission recommendation at that time. If the project is continued to a future uncertain date, the City would need to republish and send out new noticing.

ALTERNATIVES:

There are no recommended alternatives at this time.

FISCAL REVIEW:

The fiscal review will be included as part of the October 7, 2025 agenda packet.

LEGAL REVIEW:

The legal review will be included as part of the October 7, 2025 agenda packet.

CITY COUNCIL GOALS AND PRIORITIES:

The analysis of City Council goals and priorities will be included as part of the October 7, 2025 agenda packet.

CONCLUSION:

The proposed project will be presented at the next City Council meeting on October 7, 2025.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-421 **Meeting Date:** 9/2/2025

TITLE:

FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2024060115), GENERAL PLAN AMENDMENT, REZONE, SPECIFIC PLAN AMENDMENT, MASTER PLAN, VESTING TENTATIVE PARCEL MAP, DENSITY BONUS, AND DEVELOPMENT AGREEMENT FOR HIVE LIVE, A THREE -PHASED, 1,050-UNIT, RESIDENTIAL DEVELOPMENT WITH 3,692-SQUARE-FOOT RETAIL COMPONENT AT 3333 SUSAN STREET

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: **CHRIS YEAGER, SENIOR PLANNER**

CONTACT INFORMATION: **CHRIS YEAGER, SENIOR PLANNER, (714) 754-4883**

RECOMMENDATION:

Staff recommends the City Council continue the open public hearing to the October 7, 2025, City Council meeting.

BACKGROUND:

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The fiscal review will be included as part of the October 7, 2025 agenda packet.

LEGAL REVIEW:

The legal review will be included as part of the October 7, 2025 agenda packet.

CITY COUNCIL GOALS AND PRIORITIES:

The analysis of City Council goals and priorities will be included as part of the October 7, 2025 agenda packet.

CONCLUSION:

The proposed project will be presented at the next City Council meeting on October 7, 2025.

YEAGER, CHRISTOPHER

From: Tim O'Brien <TOBrien@legacypartners.com>
Sent: Tuesday, August 12, 2025 4:03 PM
To: YEAGER, CHRISTOPHER
Cc: Benjamin Mount; Pam Sapetto; Matsler, Sean
Subject: Hive Live

Chris- good to catch up this afternoon. As we discussed, please continue this item to the October 7th city council meeting date. Thank you. Tim

Timothy O'Brien
Senior Managing Director

LEGACY PARTNERS

tobrien@legacypartners.com

OUR NEW ADDRESS:
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77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-394 **Meeting Date:** 9/2/2025

TITLE:

APPEAL OF THE DIRECTOR OF DEVELOPMENT SERVICES' DETERMINATION THAT CANNABIS BUSINESS PERMIT MQ-21-15 FOR A CANNABIS STOREFRONT LOCATED AT 2301 NEWPORT BOULEVARD (CULTURE CANNABIS CLUB) IS NON-OPERATIONAL AND ABANDONED

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/ PLANNING DIVISION**

PRESENTED BY: **MICHELLE HALLIGAN, SENIOR PLANNER**

CONTACT INFORMATION: **MICHELLE HALLIGAN, SENIOR PLANNER, (714) 754-5608**

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the appeal is not subject to the California Environmental Quality Act per California Public Resources Code Section 15268.
2. Uphold the Director of Development Services' determination that Cannabis Business Permit MQ-21-15 is nonoperational and abandoned pursuant to Costa Mesa Municipal Code Section 9-495(h)(16) and find that the Permit is invalid and of no further force and effect.

Item #: 25-394 **Meeting Date: 9/2/2025**

TITLE: APPEAL OF THE DIRECTOR OF DEVELOPMENT SERVICES' DETERMINATION THAT CANNABIS BUSINESS PERMIT MQ-21-15 FOR A CANNABIS STOREFRONT LOCATED AT 2301 NEWPORT BOULEVARD (CULTURE CANNABIS CLUB) IS NON-OPERATIONAL AND ABANDONED

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/ PLANNING DIVISION

PRESENTED BY: MICHELLE HALLIGAN, SENIOR PLANNER

CONTACT INFORMATION: MICHELLE HALLIGAN, SENIOR PLANNER, (714) 754-5608

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the appeal is not subject to the California Environmental Quality Act per California Public Resources Code Section 15268.

2. Uphold the Director of Development Services' determination that Cannabis Business Permit MQ-21-15 is nonoperational and abandoned pursuant to Costa Mesa Municipal Code Section 9-495(h)(16) and find that the permit is invalid and of no further force and effect.

APPLICANT OR AUTHORIZED AGENT:

The applicant/authorized agent is Julie Le on behalf of Culture Cannabis Club. The owner of the property is not a party to this appeal.

BACKGROUND:

MQ-21-15

Pursuant to Costa Mesa Municipal Code (CMMC) Sections 9-487, 9-494, and 13-200.93(c)(1), a conditional use permit (CUP) and a valid cannabis business permit (CBP) are required for the establishment and operation of cannabis businesses in Costa Mesa. On June 13, 2022, the Planning Commission approved CUP PA-21-22 and Resolution No. PC-2022-09, for a retail cannabis storefront at 2301 Newport Boulevard, subject to conditions of approval and local and State regulations. This was the first CUP granted for a cannabis storefront use in City history.

The City issued CBP No. MQ-21-15 on May 17, 2024. Per CMMC 9-495(h)(16), "a permitted commercial cannabis retail business shall have 180 days after permit issuance by the city to commence operations, after which the permit shall be void and of no further force and effect."

On September 26, 2024, Planning staff emailed the applicant team a reminder to open the business before the 180-day period ends, specifically stating:

> "A permitted commercial cannabis retail business shall have 180 days after permit issuance by the city to commence operations, after which the permit shall be void and of no further force and effect. A permitted commercial cannabis retail business that ceases to operate for more than 90 calendar days after commencing operations shall be deemed "abandoned" and the permit shall be forfeited. A permitted commercial cannabis business may temporarily suspend operations for a period of time as may be reasonably required to affect upgrades, modifications, repairs, or other property issue mitigations as approved by the director or city manager. For the purposes of this subsection, "operate" shall mean by the end of the 180-day period.

The storefront opened on November 13, 2024, within the required 180-day timeframe. The business' operations history, confirmed via a State-mandated cannabis tracking system called Metrc, is as follows:

- November 13, 2024: storefront opened
- December 7, 2024 – February 11, 2025: closed – 67 days
- February 13, 2025 – March 6, 2025: closed – 22 days
- April 1, 2025 – April 6, 2025: closed – 6 days
- April 25, 2025 – June 15, 2025: closed – 52 days

In February 2025, the Finance Department reached out to the Planning Division requesting a Culture Cannabis Club contact because the operator had not remitted taxes to the City for the last quarter of 2024. Planning staff provided contact information and checked Metrc to see if the business had been making sales. Metrc is a web-based software platform that all legal cannabis businesses utilize to track cannabis and cannabis products per State requirements. Metrc provides the City with information that is critical to establishing if a business is operating in compliance with the CMMC. Staff noticed that there had not been any sales since the first week of December. On February 5, 2025, Planning Division staff emailed the operator a reminder to "be mindful of long closures" and cited CMMC 9-495(h)(16), which prohibits cannabis retail stores from being closed for more than 90 days within any 12-month period. On March 4, 2025, an owner emailed Planning stating that the business has "been opening up periodically to keep the license active while we figure out a better launch and marketing strategy to be open full time."

After communicating with the Finance Department in February 2025, Culture Cannabis Club remitted taxes for sales in the last quarter of 2024. The operator made sales and remitted taxes in all three quarters that it was operational.

After the email exchange and phone calls, the business sporadically opened in March and April. On April 29, 2025, the Orange County Sheriff's Department issued an eviction notice to the business, thereby removing the operator's access to the licensed premises (Attachment 3). Furthermore, the business failed to maintain an on-going permitted business for more than 90 days in a 12-month period. On June 16, 2025, the City issued a notice of abandonment of the CBP to the operator, establishing that the CBP was considered null and void as of the eviction on April 29, 2025 (Attachment 3).

ANALYSIS:

Appeal of the Director's Determination

CMMC Section 9-495(h)(16) states that a notice of a determination of abandonment shall be subject to appeal.

On June 23, 2025, Julie Le (an owner of Culture Cannabis Club), filed an appeal of the City's decision to consider CBP No. MQ-21-15 as nonoperational and abandoned. The stated reasons for requesting the appeal are summarized as follows:

- Culture Cannabis Club has an agreement with the landlord to resume the lease.
- The storefront was open Monday through Thursday between 10 AM and 3 PM from March 7, 2025 through April 29, 2025.
- Sales were made in each quarter between November 2024 and April 2025.
- The appellant feels that the assessment of closures should not take place until a year after opening.
- Other than site control due to an eviction, the operation has complied with conditions of approval.
- Significant financial hardship from being required to hold the property during the permitting process.

As of August 21, 2025, the operator has been unable to provide evidence of an agreement with the property owner to resume the lease. The property owner confirmed to staff that there was and is no such agreement.

Cannabis tracking data available to the City in order to conduct regulatory duties confirmed that the business was operational with limited hours between March 7, 2025 and April 24, 2025. The data could not confirm that the business was operational April 25 to 29, 2025.

Cannabis tracking data and taxes remitted to the City confirm that sales were made in each quarter from November 2024 through April 2025.

Relevant CBP Codes and Conditions

Pursuant to CMMC Section 9-495(h)(16):

> *A permitted commercial cannabis retail business shall have 180 days after permit issuance by the city to commence operations, after which the permit shall be void and of no further force and effect. A cannabis retail business shall be considered nonoperational and abandoned after failing to report income and/or reporting no income to the city in any one quarter, ceasing to operate, losing the right to occupy the permitted premises, or otherwise failing to maintain an on-going permitted business at the premises for a total of 90 days in any 12-month period. A notice of determination of abandonment shall be delivered to the premises of the retail business and is subject to appeal pursuant to Chapter IX of Title 2. The forgoing notwithstanding, a permitted commercial cannabis business may temporarily suspend operations for a period of time not to exceed 90 days as may be reasonably required to affect upgrades, modifications, repairs, and/or to*

> *remedy other real property related problems, as approved in writing by the director or city manager. (Emphasis Added.)*

Based on sales records and information provided by the cannabis business operator, Culture Cannabis Club ceased to operate for extended periods of time. The business opened sporadically. Ultimately, the operator failed to maintain an on-going business for more than 90 days in less than a 12-month period, a violation of CMMC 9-495(h)(16). The business first opened on November 13, 2024 and remained operational for three weeks. During a three-month period from December 7, 2024 through March 6, 2025, the business was open for only one day. Following discussions with City staff, the business opened with limited hours in March and mid-April. The last sale was reported on April 24, 2025.

The following list summarizes Culture Cannabis Club's closures from December 2024 through June 16, 2025 (issuance of the letter of abandonment).

- December 7, 2024 through February 11, 2025 – 67 days
- February 13, 2025 through March 6, 2025 – 22 days
- April 1, 2025 through April 6, 2025 – 6 days
- April 25, 2025 through June 15, 2025 – 52 days

The business has remained non-operational since the letter of abandonment was issued on June 16, 2025.

The business was evicted from the subject property by the Orange County Sheriff's Department on April 29, 2025 (Attachment 3). Through the eviction process, the operator lost the right to occupy the premises. By June 16, 2025, the date the letter of abandonment was issued, the business had been closed for 147 days in less than a 12-month period. The business remains closed through the date of this report.

By opening sporadically in each quarter, Culture Cannabis Club was able to report some income and remit taxes to the City, a requirement of CMMC 9-945(h)(16). However, the operator failed to maintain an on-going business as required, lost the right to occupy the premises, and ceased to operate. Furthermore, per communications with the property owner in August 2025, Culture Cannabis Club has not since regained the right to occupy the property.
Per CMMC Section 9-484:

> *It is the responsibility of the owners and operators of the cannabis business to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder.*

By failing to maintain an ongoing business at this location and by being evicted from the property, the operator failed to ensure that the cannabis business was in compliance with the provisions of CMMC 9-495(h)(16).

Per CMMC Section 9-487:

> *No person may engage in any cannabis business or in any cannabis activity within the city including manufacturing, processing, laboratory testing, transporting, dispensing, distribution, or sale of cannabis or a cannabis product unless the person: (1) has a valid cannabis business permit from the city that authorizes the specific business and activity at specific location; (2) has a valid business license issued to the entity that is listed on the cannabis business permit; and (3) is currently in compliance with all other applicable state and local laws and regulations pertaining to the cannabis business and cannabis activity. All cannabis business permits shall include a copy of a written notice to any existing tenant of the proposed business premises from the owner of the property of the intent to file a cannabis business permit application for those premises.*

Per Conditional Use Permit (CUP) PA-21-22 General Condition of Approval No. 3:

> *3. No person may engage in any cannabis business or in any cannabis activity within the City including delivery or sale of cannabis or a cannabis product unless the person:*
> *a. Has a valid Cannabis Business Permit from the City;*
> *b. Has paid all Cannabis Business Permit and all application fees and deposits established by resolution of the City Council, including annual Community Improvement inspection deposits;*
> *c. Has obtained all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to operate;*
> *d. Has obtained a City business license pursuant to Chapter I of the Municipal Code;*
> *e. Is in compliance with all requirements of the Community Improvement Division regarding the property;*
> *f. Has obtained any and all licenses required by State law and/or regulations; and*
> *g. Has satisfied all CUP conditions of approval.*

The CMMC and CUP Condition of Approval No. 3 establish that a cannabis business can only operate with a valid CBP issued from the City. The operator failed to maintain an ongoing business, was nonoperational for more than 90 days within a 6-month period, lost the right to occupy the premises, and ceased to operate. Therefore, the Director has determined that the CBP is non-operational and abandoned within the meaning of CMMC 9-495(h)(16).

If the City Council cannot determine that the operation maintained an on-going permitted business and maintained the right to occupy the subject property, staff recommends that the City Council uphold the Director's determination that the CBP has been abandoned.

City Council "De Novo" Hearing

Pursuant to CMMC Title 2 Chapter IX, Appeal and Review Procedures, the City Council shall conduct a new or "*de novo*" review of the matter. The City Council may exercise its independent judgment and discretion in making a decision, and the appeal hearing is not limited to the grounds stated for the review. Provided, however, that the appellant has the burden of proof to support the granting of the requested issuance, approval, or action at the appeal. See CMMC 2-203. The City Council's decision on the matter is the final decision.

ENVIRONMENTAL DETERMINATION:

As described in the June 13, 2022, Agenda Report and Resolution No. 2022-09, the cannabis storefront use is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 (Class 1), Existing Facilities. The determination that a CBP has been abandoned is a "ministerial" decision and is not subject to CEQA pursuant to California Public Resources Code Section 21068.

ALTERNATIVES:

The City Council can consider the following decision alternatives:

1. Uphold the Director decision – The City Council may adopt the attached Resolution that upholds the Director's decision that the Cannabis Business Permit was non-operational and abandoned; or
2. Uphold the Director decision subject to conditions and/or modifications – As a "de novo" review, the City Council may uphold the Director's decision with specific project conditions or and/or modifications that are necessary to address City Council concerns; or
3. Continue the item – The City Council may continue the item to a future meeting to allow for modifications or additional analysis; or
4. Overturn the Director's determination – If the City Council finds that the Cannabis Business Permit was not abandoned, the City Council may direct staff to prepare a Resolution reflecting the City Council's findings.

FISCAL REVIEW:

There is minimal fiscal impact to the City's Fiscal Year 2025-26 budget with these actions since the revenues collected from the permittee have been unreported for several periods and inconsistently for the periods that were reported. Furthermore, expenses incurred by the City exceeds revenues collected from this permittee.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and has approved it as to form.

PUBLIC NOTICE:

Pursuant to CMMC Section 2-308 (*Notice of Appeal or Review*), notice of the hearing for the appeal or review shall be given in the same manner as any required notice for the hearing at which the decision subject to the appeal or review was made. As provided with the original Planning Commission review, pursuant to CMMC Section 13-29(d), three types of public notification have been completed no less than 10 days prior to the date of the public hearing:

1. Mailed notice. A public notice was mailed to all property owners and occupants within a 500-foot radius of the project site on August 21, 2025. The required notice radius is measured from the external boundaries of the property.

2. On-site posting. A public notice was posted on each street frontage of the project site on August 22, 2025.
3. Newspaper publication. A public notice was published once in the Daily Pilot newspaper on August 22, 2025.

Any public comments received prior to the September 2, 2025, City Council meeting, may be viewed at this link: CITY OF COSTA MESA - Calendar (legistar.com)

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative and therefore is not applicable to City Council goals and priorities.

CONCLUSION:

The City of Costa Mesa established the CBP requirement and other cannabis regulations in Title 9 of the CMMC to ensure that cannabis businesses are operated in a manner which is responsible, safe, and consistent with State law. Both the CMMC and the project conditions of approval include specific regulations related to maintaining a valid CBP. Included in the CMMC, closures up to 90 days in a 12-month period are allowed (or longer with written approval by the Director or City Manager for real property issues); however, the applicant did not request a closure for real property issues. Additionally, the CMMC requires the operator to have the right to occupy the premises, and in this case, the operator lost that right as of April 29, 2025 due to an eviction. Further, the operator failed to maintain an on-going business by closing for weeks and months at a time (totaling over 90 days) in a 6-month period and failed to retain the right to occupy the premises. Accordingly, staff recommends that the City Council deny the appeal and uphold the Director's determination that the Cannabis Business Permit is non-operational and has been abandoned and find that the permit is therefore invalid and of no further force and effect.

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, UPHOLDING THE DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES DETERMINATION THAT CANNABIS BUSINESS PERMIT MQ-21-15 FOR A CANNABIS STOREFRONT LOCATED AT 2301 NEWPORT BOULEVARD (CULTURE CANNABIS CLUB) IS NONOPERATIONAL AND ABANDONED

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, appeal application PAPL-25-0003 was filed by Julie Le, representing Culture Cannabis Club, and the property owner, Sweet Inspirations LLC, requesting an appeal of the Director of Development Services determination that Cannabis Business Permit MQ-21-15 to operate a cannabis retail storefront business within an existing 3,607-square-foot commercial building located at 2301 Newport Boulevard has been considered nonoperational and abandoned;

WHEREAS, pursuant to Costa Mesa Municipal Code (CMMC) Sections 9-495(h)(16) and 9-487 a valid cannabis business permit (CBP) is required for the establishment and operation of cannabis businesses in Costa Mesa;

WHEREAS, on June 13, 2022, the Planning Commission approved conditional use permit (CUP) PA-21-22 and Resolution No. PC-2022-09, for a retail cannabis storefront at 2301 Newport Boulevard, subject to conditions of approval, including general condition of approval no. 3 requiring the operation to have a valid CBP, and comply with local and State regulations;

WHEREAS, the City issued Cannabis Business Permit No. MQ-21-15 to Culture Cannabis Club on May 17, 2024;

WHEREAS, pursuant to CMMC Section 9-495(h)(16), a permitted commercial cannabis retail business shall have 180 days after permit issuance by the city to commence operations, after which the permit shall be void and of no further force and effect and a cannabis retail business shall be considered nonoperational and abandoned after failing to report income and/or reporting no income to the city in any one quarter, ceasing to operate, losing the right to occupy the permitted premises or

otherwise failing to maintain an on-going permitted business at the premises for a total of 90 days in any 12 month period;

WHEREAS, the retail storefront opened on November 13, 2024, within the required 180-day timeframe from the date of issuance of the CBP;

WHEREAS, the business' operations history, confirmed via a State-mandated cannabis tracking system, has resulted in closures within the following dates: 1) December 7, 2024 – February 11, 2025, 2) February 13, 2025 – March 6, 2025, 3) April 1, 2025 – April 6, 2025, and 4) April 25, 2025 – June 15, 2025 (and onward);

WHEREAS, on April 29, 2025, the Orange County Sheriff's Department had issued an eviction notice to the business as the business lost the right to occupy the permitted premises;

WHEREAS, on June 16, 2025, the City issued a notice of abandonment of the CBP to the operator, establishing that the CBP was considered null and void as of the eviction on April 29, 2025;

WHEREAS, an appeal of the Director of Development Services determination of the abandonment of the CBP was filed on June 23, 2025;

WHEREAS, a duly noticed public hearing was held by the City Council on September 2, 2025 with all persons having the opportunity to speak for and against the appeal;

NOW, THEREFORE, based on applicable evidence in the record, project conditions of approval and regulations pursuant to the Cost Mesa Municipal Code, the City Council hereby **DENIES** the appeal and upholds the Director of Economic and Development Services determination that Cannabis Business Permit MQ-21-15 is nonoperational and abandoned and is therefore invalid and of no further force and effect.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED this 2nd day of September, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 2nd day of September 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 2nd day of September 2025.

_____
Brenda Green, City Clerk

DRAFT

RESERVE FOR FILING STAMP
CITY CLERK
25 JUN 23 PM 4:52
CITY OF COSTA MESA
BY BC

City of Costa Mesa

☐ Appeal of Planning Commission Decision:
$1,220.00 (Tier 1)[1]
$3,825.00 (Tier 2)[2]

☐ Appeal of Non-Planning Commission Decision:
$690.00 (Tier 1)[1]
X $3,825.00 (Tier 2)[2]

File with: City Clerk
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
714-754-5225

APPLICATION FOR APPEAL OR REVIEW

Applicant Name* Culture CM Newport Streeet Julie Le

Address 2301 NEWPORT BLVD Costa Mesa CA 92627

Phone 6192772827 – Devon Julian 7146579628 – Julie Le

REQUEST FOR: ☒ **APPEAL** ☐ **REVIEW****

Decision of which appeal or review is requested: (give application number, if applicable, and the date of the decision, if known.)

Notice of abandonment, Cannabis Business Permit MO-21-15, 2301 Newport Boulevard received June 16th, 2025

Decision by: Carie Ta

Reasons for requesting appeal or review:

See attached

Date: 6/23/25 Signature: Julie Le

*If you are serving as the agent for another person, please identify the person you represent and provide proof of authorization.
**Review may be requested only by Planning Commission, Planning Commission Member, City Council, or City Council Member

For office use only – do not write below this line

SCHEDULED FOR THE CITY COUNCIL/PLANNING COMMISSION MEETING OF:
If appeal or review is for a person or body other than City Council/Planning Commission, date of hearing of appeal or review

Updated September 2023

[1] Includes owners and/or occupants of a property located within 500 feet of project site (excluding owners and/or occupants of the project site).

[2] Includes the project applicant, owners and/or occupants of the project site, and owners and/or occupants of a property located greater than 500 feet from the pr... site.

June 23, 2025

Via Hand Delivery
City of Costa Mesa Building Department
77 Fair Dr, Costa Mesa, CA 92626
Attn: Director Carrie Tai

RE: Appeal of Revocation of Cannabis Business Permit MO-21-15, 2301 Newport Boulevard ("Permit")

Dear Director Tai,

On behalf of Culture Cannabis Club (the "Company"), please accept this letter as a formal notice and request for an appeal and reconsideration of the City of Costa Mesa's ("City") decision to revoke the Permit (referenced above) held by the Company ("License") at 2301 Newport Blvd. Costa Mesa, CA 92627 ("Property").

Despite the challenges facing cannabis license holders across the state and specifically in the City, the Company is ready willing and able to resume operations at the Property in the event the City is willing to reverse its prior decision. The Company currently has an agreement with the landlord for the Property to resume its lease. Other than the question of site control, it is our position that the Company has otherwise complied with all conditional of approval set forth in our Notice of Decision dated June 17, 2022.

The Company first opened for business on November 13th, 2024 in order to comply with the requirements set forth by the city. Shortly thereafter on December 6th, 2024, the Company reduced its hours and then temporarily closed down in order to reorganize the business to help ensure that it had enough capital and staff to properly operate. Less than 90 days later, on February 12th, 2025, the Company once again began operating in order to ensure that it was in compliance with the City rules. The rush to comply left the business in a dire position, as it was not yet ready to fully re-open, but did not want to risk the License. Shortly after opening in February the business once again reduced its hours and operations to continue its efforts to stabilize the business' finances. Despite the fact that the City was not satisfied with the temporary reopening, the Company did in fact open for business in February, even if temporarily. The Company then re-opened on March 7th, 2025. The business was open Monday through Thursday from 10am to 3pm. The business continued to maintain this pace until April 29th 2025 when a dispute arose between the Company and the landlord of the property. Notwithstanding the question of site control, since opening for business the Company has logged sales in each quarter. In addition, it has not been a full 12 months since the Company opened for business, so the failure to maintain 90 days of operations in any 12 month period is not ripe for consideration.

The Company has until November to reach that threshold, and is confident that it will be able to do so.

As to site control, the landlord asserted that the Company was in breach of the lease, however there was and still is, an ongoing dispute as to the validity of those claims. While the eviction notice does indicate that legal proceedings have taken place with respect to the property, the ongoing negotiations with the landlord for site control have been ongoing and are finally complete. The Company did not have the resources to defend the lawsuit, but discussion were ongoing and no other party has had access to the Property during the discussion. As an update, as of the date of this letter, the Company has an agreement with the landlord to confirm site control and allow the Company to continue its business.

We feel that we have enough support in favor of our position that it would be well within the city's ability to support a reversal of the revocation. Our assumption is that the City would rather see local businesses thrive instead of shuttering. Despite the challenging history of the Company in navigating the volatile nature of the cannabis industry in California, what is clear is that it did report sales in each quarter as required, has not yet determined if it will be open for 90 days in the first year of operations. In addition, while there may have been a dispute with the landlord, resulting in its assertion that the lease was in question, to date the Company has site control and is ready, willing, and able to reopen.

Reversing the revocation is the outcome that is in the best interest of the City, its residents, the landlord and the Company. Confirming the revocation on the other hand, would result in a shuttered business, less potential tax revenue, reduced access to cannabis for the City residents, and surely a continued legal dispute between the Company and the landlord over the lease (more wasted time and money that does not serve any of the interested parties).

We are hopeful that the City is able to provide some grace in this matter in light of the financial commitment that was required of all applicants while the City worked through its process of awarding licenses and ability to operate with a conditional use permit. Applicants, including the Company had to manage the economic strain created by having to hold real property for months on end with no ability to operate. Hundreds of thousands of dollars have been spent to open this store. The cannabis process for licensure is more than any business should have to face just trying to open its doors. It would be more than fair and equitable, and within the City's ability given the evidence presented, to reverse its decision given that the Company is still in a position to continue after everything it has had to face in order to get to this point.

In conclusion, we are seeking a reversal of the City's decision to revoke the License. The Company currently has site control, is ready, willing and able to reopen, and has the funding and support necessary to continue ongoing operations. We know we can operate for more than 90 days before our 1 year anniversary and are hopeful to have the chance to do so. Considering its financial investment to date, losing everything now would be nothing short of a travesty for the

Company. Thank you in advance for your reconsideration, and we look forward to working with the City to allow the Company to reopen the business it has worked tireless to create.

Sincerely,

Julie Le

ECONOMIC & DEVELOPMENT SERVICES DEPARTMENT

June 16, 2025

Julie Le
Culture Cannabis Club
3 Corporate Park Suite 200
Irvine, CA 92606

Devon Julian
Culture Cannabis Club
1 Corporate Park Suite 112
Irvine, CA 92606

Shirina Frasiabi
Sweet Inspirations
107 Acamar
Irvine, CA 92618

Sent via USPS Certified Mail and Email

Subject: Notice of abandonment, Cannabis Business Permit MQ-21-15, 2301 Newport Boulevard

Dear Ms. Le:

This is a notice that the cannabis business located at 2301 Newport Boulevard, permitted under Cannabis Business Permit no. MQ-21-15, is considered nonoperational and abandoned persuant to Costa Mesa Municipal Code (CMMC) Section 9-495(h)(16):

> A permitted commercial cannabis retail business shall have 180 days after permit issuance by the city to commence operations, after which the permit shall be void and of no further force and effect. **A cannabis retail business shall be considered nonoperational and abandoned after** failing to report income and/or reporting no income to the city in any one quarter, **ceasing to operate, losing the right to occupy the permitted premises or otherwise failing to maintain an on-going permitted business at the premises for a total of 90 days in any 12 month period**. A notice of determination of abandonment shall be delivered to the premises of the retail business and is subject to appeal pursuant to Chapter IX of

> Title 2. The forgoing notwithstanding, a permitted commercial cannabis business may temporarily suspend operations for a period of time not to exceed 90 days as may be reasonably required to affect upgrades, modifications, repairs, and/or to remedy other real property related problems, as approved in writing by the director or city manager.

Per the attached eviction notice, the business lost the right to occupy the permitted premises on April 29, 2025. Furthermore, the business failed to maintain an on-going permitted business for more than 90 days in a 12-month period. This letter is the notice of abandonment of the cannabis business permit (CBP). The CBP is considered null and void as of the eviction on April 29, 2025.

Per CMMC 9-484:

> It is the responsibility of the owners and operators of the cannabis business to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder.

Per CMMC 9-478:

> No person may engage in any cannabis business or in any cannabis activity within the city including manufacturing, processing, laboratory testing, transporting, dispensing, distribution, or sale of cannabis or a cannabis product unless the person: (1) has a valid cannabis business permit from the city that authorizes the specific business and activity at specific location; (2) has a valid business license issued to the entity that is listed on the cannabis business permit; and (3) is currently in compliance with all other applicable state and local laws and regulations pertaining to the cannabis business and cannabis activity. All cannabis business permits shall include a copy of a written notice to any existing tenant of the proposed business premises from the owner of the property of the intent to file a cannabis business permit application for those premises.

The subject business cannot operate without a CBP per the CMMC sections above and Conditional Use Permit PA-21-22 General Condition of Approval no. 3:

> 3. No person may engage in any cannabis business or in any cannabis activity within the City including delivery or sale of cannabis or a cannabis product unless the person:
>
> a. Has a valid Cannabis Business Permit from the City;
>
> b. Has paid all Cannabis Business Permit and all application fees and deposits established by resolution of the City Council, including annual Community Improvement Division inspection deposits;

c. Has obtained all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to operate;

d. Has obtained a City business license pursuant to Chapter I of the Municipal Code;

e. Is in compliance with all requirements of the Community Improvement Division regarding the property;

f. Has obtained any and all licenses required by State law and/or regulations; and

g. Has satisfied all CUP conditions of approval.

If you wish to appeal the determination, an appeal must be filed, accompanied by the appeal fee, with the City Clerk, 77 Fair Drive, Costa Mesa, CA before 5:00 pm on June 23, 2025, pursuant to the provisions of CMMC Title 2, Chapter IX, Sections 2-300 to 2-314. Please contact the City Clerk's Office at 714-754-5225 if you have any questions.

Sincerely,

Carrie Tai, AICP
Director of Economic and Development Services

CC: Tarquin Preziosi, Esq., Assistant City Attorney

Enclosure: Copy of the Eviction Notice

TO (Name and Address):	LEVYING OFFICER (Name and Address):
Evicted Tenants, Property Owners, Their Agents and Any Law Enforcement Agency **2301 Newport Blvd** **Costa Mesa, CA 92627** EMAIL:	**Orange County Sheriff's Department** **4601 Jamboree Rd, Room 108** **Newport Beach, CA 92660** **(949) 476-4820** **Fax: (949) 476-4980** **California Relay Service Number** **(800) 735-2929 TDD or 711**
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: **Orange County Superior Court** **700 W Civic Center Drive** **Santa Ana, CA 92701**	
PLAINTIFF: **Sweet Inspirations, LLC** DEFENDANT: **Tommy Le; Julie Le; Culture Cannabis Club**	COURT CASE NO: **30-2025-01457388-CU-UD-CJC**
Eviction Restoration Notice	LEVYING OFFICER FILE NO: **2025101979**

By virtue of a Writ of Execution for Possession of Real Property, the following property was restored to the landlord on:

Eviction Date:	4-29-25 @0820
Eviction Address:	**2301 Newport Blvd** **Costa Mesa, CA 92627**

Pursuant to Penal Code Sections 419 and 602, any judgment debtor, any persons removed by the Sheriff or Marshal, or any person not authorized by the landlord who enters the real property after eviction, may be subject to arrest.

Pursuant to California Civil Procedure sections 715.010(b)(3) and 715.030, all personal property left on the premises has been turned over to the landlord. The landlord is responsible for the safe keeping of tenant's property for fifteen (15) days from the date of eviction. The landlord may charge a reasonable fee for storage of the property. However, upon demand of the tenant, the landlord must return the tenant's property if the tenant pays all costs incurred by the property owner for storage and maintenance. If the costs are not paid by the tenant and the tenant does not take possession of the property left behind before the end of fifteen (15) day period, the landlord may either sell the property at public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CIV), or if the property is valued at less than $700.00, the landlord may dispose of the property or retain it for his own use. (1174 CCP)

Date: 4-29-25

Don Barnes
Sheriff-Coroner

By: Deputy R Murillo 10764
Sheriff's Authorized Agent

(c) CountySuite Sheriff, Telesoft, Inc.

398738

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-403 **Meeting Date:** 9/2/2025

TITLE:

SECOND READING AND ADOPTION OF AN ORDINANCE TO REZONE THE PROJECT SITE FROM ADMINISTRATIVE AND PROFESSIONAL (AP) TO MULTIPLE FAMILY RESIDENTIAL (R3) FOR THE 142 UNIT RESIDENTIAL OWNERSHIP PROJECT LOCATED AT 3150 BEAR STREET (MERITAGE HOMES)

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: **CHRIS YEAGER, SENIOR PLANNER**

CONTACT INFORMATION: **CHRIS YEAGER, SENIOR PLANNER, (714) 754-4883**

RECOMMENDATION:

Staff recommends that the City Council give second reading to and adopt Ordinance No. 2025-05 to approve the rezone for subject property from Administrative & Professional (AP) to Multiple Family Residential (R3).

77 Fair Drive
Costa Mesa, CA 92626

Item #: 25-403 **Meeting Date: 09/02/2025**

TITLE: SECOND READING AND ADOPTION OF AN ORDINANCE TO REZONE THE PROJECT SITE FROM ADMINISTRATIVE AND PROFESSIONAL (AP) TO MULTIPLE FAMILY RESIDENTIAL (R3) FOR THE 142 UNIT RESIDENTIAL OWNERSHIP PROJECT LOCATED AT 3150 BEAR STREET (MERITAGE HOMES)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CHRIS YEAGER, SENIOR PLANNER

CONTACT INFORMATION: CHRIS YEAGER, 714-754-4883, CHRISTOPHER.YEAGER@COSTAMESACA.GOV

RECOMMENDATION:

Staff recommends that the City Council give second reading to and adopt Ordinance No. 2025-05 to approve the rezone for subject property from Administrative & Professional (AP) to Multiple Family Residential (R3).

APPLICANT OR AUTHORIZED AGENT:

The authorized agent is Vanessa Scheidel representing Meritage Homes.

ANALYSIS:

The project involves the development of a 142-unit residential common interest development including 20 detached single-family dwellings and 122 town homes within eight four-story buildings located at 3150 Bear Street. The proposal includes a General Plan Amendment, Design Review, Tentative Tract Map, Density Bonus, and Initial Study/Mitigated Negative Declaration to facilitate the project.

At the regular meeting on August 5, 2025, City Council conducted a public hearing and received public comments for the Meritage project. The City Council approved by a 6-0 vote (Councilmember Buley absent) the following: Mitigated Negative Declaration (SCH No. 2025050135), General Plan Amendment (PGPA-24-0002), Design Review, Tentative Tract Map No. 19334, and Density Bonus for a 142-unit ownership residential development. In addition to the above project approvals, the City Council gave first reading to and introduced Ordinance No. 2025-05. In making the motion, the City Council elected to remove the proposed pedestrian gate from Olympic Avenue. In addition, conditions were added to ensure that the signalized project entrance on Bear Street utilizes design features to ensure pedestrian safety and that traffic calming measures be explored in the Triangle neighborhood. Further direction was given to staff to monitor parking concerns in the existing neighborhoods and to return to establish a parking district if the project creates undue parking issues, and to monitor the entrance to the Lifestyles community so residents are not blocked in by traffic.

The agenda report and video for the August 5, 2025 City Council meeting can be found at the following links:

August 5, 2025 Agenda Report:

https://costamesa.legistar.com/LegislationDetail.aspx?ID=7498542&GUID=8970B77B-04B6-4A0D-9482-A2C5637A9D4A

August 5, 2025 Meeting Video:

https://costamesa.granicus.com/player/clip/4286?view_id=14&redirect=true

A total of 31 members of the public provided public comments at the meeting in person or via Zoom. Written public comments submitted for the August 5, 2025 meeting can be found here:

https://costamesa.legistar.com/View.ashx?M=E3&ID=1316796&GUID=AB6D1CA7-0025-45BA-BB3E-BF50699BA034

The proposed Ordinance is included as Attachment 1 to this agenda report. If adopted by City Council, the Ordinance would become effective in 30 days.

PUBLIC NOTICE:

Pursuant to Government Code 36933, a summary of the proposed Ordinance was published once in the newspaper no less than 5 days prior to the August 5, 2025 first reading. A summary of the adopted Ordinances will be published within 15 days after the adoption.

Any public comments received for the September 2, 2025 City Council meeting, may be viewed at this link: CITY OF COSTA MESA - Calendar (legistar.com)

ALTERNATIVES CONSIDERED:

The City Council may give second reading and adopt the Ordinance as proposed, modify the Ordinance, or not adopt the Ordinance. If the City Council chooses to make substantive modifications to the Ordinance after introduction, the modified Ordinance would need to be brought back at a future meeting for second reading and adoption.

FISCAL REVIEW:

A fiscal impact analysis was prepared by Zimmerman Group and reviewed by the City's Finance Department. Staff evaluated the project's fiscal impact to the City based on the change of land uses of the proposed project, including a General Plan Amendment and Rezone. The analysis projects the expenditures and revenue that directly impact the City as a result of the proposed project. Zimmerman Group projected the new fiscal impacts generated by the proposed project and found that once it is fully operational, the project would result in an estimated annual net revenue surplus of $78,058 to the City. Zimmerman Group determined that the property tax and sales tax revenue would exceed the projected annual City's expenditures related to public services.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and its attachment and approves them as to form.

CITY COUNCIL GOALS & PRIORITIES:

This item supports the City Council's goal to:

- Diversify, stabilize, and increase housing to reflect community needs.

CONCLUSION:

Staff recommends that the City Council give second reading to and adopt Ordinance No. 2025-05. The adoption of the proposed Ordinance would rezone the property located at 3150 Bear Street to R3 allowing the 142-unit ownership residential project to be located on the project site.

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA APPROVING PGPA-24-0002 TO REZONE A 6.12-ACRE SITE TO MULTIPLE FAMILY RESIDENTIAL (R3) FOR THE PROPERTY LOCATED AT 3150 BEAR STREET

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, an application was filed by Vanessa Schiedel of Meritage Homes, representing the property owners, requesting approval of certain land use entitlements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on July 14, 2025 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, at their regular meeting on July 14, 2025, the Planning Commission recommended that City Council approve the project by a 5-0 vote;

WHEREAS, a duly noticed public hearing was held by the City Council on August 5, 2025 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, on August 5, 2025 the City Council approved the first reading by a 6-0 vote (Buley absent);

WHEREAS, the City Council took or will take the following actions by separate resolution:

1. **CERTIFY** the Mitigated Negative Declaration (SCH No. 2025050135) including the Mitigation Monitoring and Reporting Program;
2. **APPROVE** General Plan Amendment PGPA-24-0002 to change the land use designation of the project site from General Commercial to High Density Residential (HDR);
3. **APPROVE** the Design Review for 142 residential units;
4. **APPROVE** the Density Bonus to allow for a 20 percent increased density, incentive to deviate from the residential design guidelines, and waivers for building height, front setback, landscaped parkways, open space, individual unit lot size, and side by side units in exchange for 5% of the base units being provided at very-low-income levels;

5. **APPROVE** Tentative Tract Map No. 19334 for the subdivision of the subject property for ownership purposed;

WHEREAS, the proposed general plan amendment would re-designate the land use from General Commercial to High Density Residential in order to allow the residential use. To ensure consistency between the General Plan Land Use Map and the Zoning Map, the property is rezoned from Administrative Professional (AP) to Multiple Family Residential (R3);

WHEREAS, R3 districts are intended to promote the development of multi-family rental as well as ownership dwelling units. As such, the proposed zoning district would allow the residential development;

WHEREAS, a rezone is a legislative action subject to the discretionary approval of the final decision body, City Council;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a project Mitigated Negative Declaration (MND) was prepared by the City in accordance with the California Environmental Quality Act (CEQA);

WHEREAS, in accordance with CEQA Guidelines Section 15073, the MND was made available for a public comment period beginning May 1, 2025 and ending on May 31, 2025;

WHEREAS, a list of comments received and responses to the comments are included as part of the MND presented to City Council on August 5, 2025;

WHEREAS, the MND found no areas that are considered significant unavoidable adverse impacts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: REZONE. The City of Costa Mesa Official Zoning Map is hereby amended as follows:

1. The proposed rezone to Multiple Family Residential (R3) is consistent with the General Plan as amended by PGPA-24-0002 and adopted by Resolution No. 2025-__.

2. There is hereby placed and included in the Multiple Family Residential (R3) zoning district a 6.12-acre parcel, situated in the City of Costa Mesa, County of Orange, State of California.
3. Pursuant to the provisions of Section 13-22 of the Costa Mesa Municipal Code, the Official Zoning Map of the City of Costa Mesa is hereby amended by the change of zone described in Subsections Number 1 and Number 2, above. A copy of the Official Zoning Map and Zoning Code is on file in the office of the Planning Division.

SECTION 2: INCONSISTENCIES. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 3: SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 4: PUBLICATION. This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof, and prior to the expiration of fifteen (15) days from its passage shall be published once in THE DAILY PILOT, a newspaper of general circulation, printed and published in the City of Costa Mesa or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post in the office of the City Clerk a certified copy of this Ordinance together with the names and member of the City Council voting for and against the same.

PASSED AND ADOPTED this _____ day of _____ 2025.

_____
John Stephens
Mayor of the City of Costa Mesa

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow
City Attorney

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

I, _____, City Clerk and ex-officio Clerk of the City Council of the City of Costa Mesa, hereby certify that the above foregoing Ordinance No. 2025-___ as introduced and considered section by section at a regular meeting of said City Council held on the ____ day of _____, 2025, and thereafter passed and adopted as a whole at the regular meeting of said City Council held on the ____ day of _____, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the Seal of the City of Costa Mesa this ___ day of _____, 2025.

_____
Brenda Greene, City Clerk

EXHIBIT A

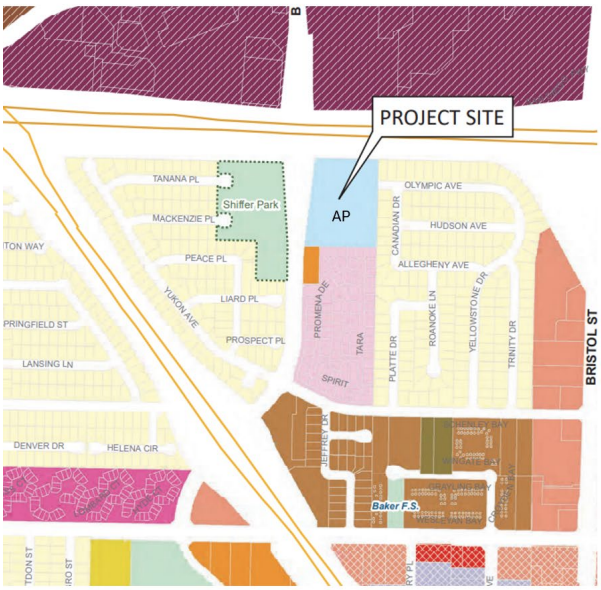
REZONE

Amendment to the Zoning Map

Change the zoning district designation of the 6.12-acre site at 3150 Bear Street from Administrative Professional (AP) to Multiple Family Residential (R3)

Proposed Zoning Map

Existing



Proposed

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-390 **Meeting Date:** 9/2/2025

TITLE:

AWARD OF THE TEWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT, CITY PROJECT NO. 24-12, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335**

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.

2. Adopt plans, specifications, and working details for the TeWinkle Park Lakes Repair and Rehabilitation Project, City Project No. 24-12.

3. Award a Public Works Agreement (PWA) for construction to Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) 2610 Avon Street, Newport Beach, California 92663 in the amount of $2,459,777, and authorize a ten percent (10%) contingency in the amount of $245,978 for unforeseen costs related to this project.

4. Authorize the Interim City Manager and the City Clerk to execute the PWA for Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) and future amendments to the agreement within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. In addition, the proposed action is exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

BACKGROUND:

TeWinkle Park is a forty-nine (49) acre park dedicated in 1965 in honor of Charles TeWinkle, the first mayor of the City of Costa Mesa. The park hosts various amenities, including Angels Playground, an open-air amphitheater, expansive open spaces for recreation, and the iconic TeWinkle Park Lakes.

The lakes are a hallmark feature at TeWinkle Park that have been in a state of disrepair for the last several years. The water features include two lakes, two ponds, an intermediate pond, five streams, nearly two acres of water surface, and approximately 3,250 feet of shoreline.

A partial renovation of the lakes was undertaken in 2004, but over the past several years, water leakage has developed in the two primary lakes, resulting in significant water loss, amounting to a waste of nearly one million gallons of water per month, which is a cost to the City of approximately $100,000 every year. In addition, the leakage is also undermining the lakebed and surrounding soil areas.

The objective of the TeWinkle Park Lakes Repair and Rehabilitation Project is to address these deficiencies and to improve the functionality and operational efficiency of the lake system, including enhancing the safety, aesthetic, and recreational value of the lakes at TeWinkle Park.

The contractor is required to complete all of the tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of the specifications and working details is available for review in the Office of the City Clerk.

ANALYSIS:

Staff initially advertised this project with a public bid opening on February 12, 2024. Only one (1) bid was received, Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) [hereafter referred to as “Houalla”], and staff determined that the bid amount of $3,981,657 far exceeded the City’s budget for this project and recommended rejection.

As a result, the City Council rejected the sole bidder during its regularly scheduled meeting on June 4, 2024.

In light of the high costs, staff subsequently reduced the scope of the project to primarily focus on the repair of the lakebeds and rebid the project. The City received and opened one (1) bid for this project on November 21, 2024. Houalla was once again the sole bidder. Houalla submitted a base bid of $3,466,600, which included two (2) deductive items for pond and stream repairs. Removal of these items reduces the base bid to $3,190,865.

On June 30, 2025, after consulting with the City Attorney’s Office, staff met with Houalla’s management to further reduce the scope and negotiated a cost of $2,459,777. In order to arrive at this cost, the following items were eliminated from the project scope:

- Repair of the two (2) ponds and streams
- Gabion walls
- Pump station repairs
- Bridge and wooden deck work

- Dewatering of the lakes (to be implemented by City/separate vendor)
- Aquatic wildlife removal (to be implemented by a separate vendor)
- Boulder installations
- Landscaping and irrigation on the island

The bid reduction summary is included as Attachment 1.

The main objective of this project, which is to replace the lake liner in order to minimize leakage and water loss, remains a top priority and will be accomplished within the scope of work. Other improvements within the scope of work include:

- Improvements to the shape of the lakes to help promote more natural water movement by reducing maintenance costs
- Deepen the lakes to improve water quality, reduce maintenance costs, and enhance aesthetics
- Rebuild damaged and eroded shorelines with natural edges
- Repair and replace the existing circulation system to improve functionality
- Add landscape along the shoreline to provide a more natural appearance, encourage waterfowl to designated areas, and improve overall usability of adjacent greenspace and walkways

The licenses and references from Houalla have been checked, and staff has found them to be in good standing. In addition, Houalla has performed substantially similar projects, such as the Well No. 5 Treatment Project for the Water Replenishment District of Southern California, D-4 Reservoir Recycled Water Project for the Carlsbad Municipal Water District, and the Bear Valley Booster Pump Station for the Golden State Water Company.

Upon City Council award of the PWA (Attachment 2), Houalla will furnish the necessary bonds for the project. After the award and subsequent execution of the agreement, a “Notice to Proceed” will be issued.

ALTERNATIVES:

The alternative to this Council action would be to reject all bids, re-advertise, and re-bid the construction project. Staff has determined that re-advertising and re-bidding the project will not result in lower bids and will delay the project.

FISCAL REVIEW:

The total amount for the proposed contract, inclusive of contingency, will not exceed $2,705,755. Funding for the TeWinkle Park Lakes Repair and Rehabilitation Project is available in the Fiscal Year 2025-26 budget in multiple Capital Improvement funds, including State Grant Fund (231) from former State Senator David Min and the Capital Improvement Fund (401). Additional funding for any contingencies related to this project will be identified from savings from completed projects in State Grant Fund (231) and Capital Improvement Fund (401).

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the PWA, and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.

2. Adopt plans, specifications, and working details for the TeWinkle Park Lakes Repair and Rehabilitation Project, City Project No. 24-12.

3. Award a Public Works Agreement (PWA) for construction to Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) 2610 Avon Street, Newport Beach, California 92663 in the amount of $2,459,777, and authorize a ten percent (10%) contingency in the amount of $245,978 for unforeseen costs related to this project.

4. Authorize the Interim City Manager and the City Clerk to execute the PWA for Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) and future amendments to the agreement within Council authorized limits.

Metro Builders & Engineers Group, Ltd.

June 27, 2025

BID REDUCTION SUMMARY

Project: Tewinkle Park Lakes Repair and Rehabilitation Project - Rebid

Jobsite Location: 970 Arlington Drive, Costa Mesa, CA 92626

Hello Derek,

Please see below the breakdown for inclusions and exclusions from the scope of work included in our bid:

Inclusions:

1.	Bonds and Insurance	$37,500
	a. Lump Sum per plans and specs	
2.	General Conditions (Project Management, Supervision)	$255,000
	a. Lump Sum	
3.	Temp Facilities including temp fence	$92,500
	a. Per Plan W110 and specs	
4.	Mobilization and Demobilization	$18,750
	a. Per plans and specs	
5.	Erosion Control, BMPs and other housekeeping items	$31,250
	a. Per Plan W110 and specs	
6.	Demolition	$115,000
	a. Per plans W211, W221, W240 Detail B.	
7.	Survey	$18,750
	a. Per plans and specs	
8.	Grading, Earth Moving, Sludge Removal	$258,750
	a. Per plan W215, W224	
9.	Lake work	$1,222,777
	a. Per plan W100, W101, W102, W213, W215, W222, W224, W250, W251, W252, W253	
	b. Gabion walls replaced with concrete curb in Detail C sheet W250	
	c. Connection of pump house building to lake 1 & 2 only per sheet W410, W411.	
	d. Establish lines, grades and elevations from existing conditions and proposed benchmarks.	
	e. Excavate and deliver the lake fine grade to a tolerance of +\- 1/10 foot at a slope not to exceed 4:1 in any circumstance, prior to installation of liner system.	
	f. Excavate lakes anchor trench, finish shape on ponds, streams, planters and shoreline areas as required.	
	g. Furnish and install lake perimeter discharge and ponds as required.	
	h. Furnish and install 60lft of 14” P.I.P. PVC intake pipe at Lake 1 to existing line point of connection per plan.	
	i. Prepare the sub grade and fine grade the lake prior to installing the RPE liner.	
	j. Furnish and install 30mil RPE liner in Lake 1 & 2 and streams 1 & 2.	

k. Furnish and install 3" minimum wire reinforced concrete veneer over liner in Lake 1 & 2.
l. Furnish and install 4" minimum wire reinforced concrete shoreline and 2" Minimum veneer over liner in Stream 1 & 2 per construction details on plan sheet W252 and W256.
m. Furnish and install shoreline sections for natural shoreline & boulder wall shoreline
n. Include 8"x8" keyway, per plan.
o. Furnish and install 2" minimum wire reinforced concrete veneer over liner at streams and wet set 4" to 12" dia. cobble in streams bed per construction details on plan sheet W256 detail "E".
p. Furnish and install 8" X 5' Wide shelve reinforce concrete at Waterfall footing with #4 rebar over liner per construction details on plan sheet W256 detail "B".
q. Furnish and install pin and strap liner connection at deck shoreline.
r. Furnish and install reduced size boulders and cobble as shown in shorelines, planters. Boulders to be grouted in place in areas as required.
s. We assume to reuse and place existing 250 tons of boulders on site and cobble on streams and ponds as shown in plans.
t. Furnish and install 2" PVC conduit and Junction boxes for Floating Fountain from pump room to Lakes 1 & 2.
u. Reuse and install all 6 floating fountains on Lake 1 & 2 assuming all work and in good condition.
v. Furnish and Install 3'x3' Epoxy coated Intake Screen.

10. Landscape and Irrigation $264,500
    a. Per plan W212, W216, W217, W260
    b. Planting at 3' on center
    c. Turf is included as hydroseed
    d. Stabilized DG up to 3" depth
    e. Aquatic soil at 9" depth
11. Concrete walkway $70,000
    a. Per plans W215
12. Electrical Work $75,000
    a. Per plans W500, W501, W502, W503
    b. All electrical work related to chemical system is excluded.

Revised Bid Price: **$2,459,777**

Allowance as mentioned in Bid Proposal Base Bid Line Item 2 – Additional Work Items As directed by the Engineer (via Force Account) **$100,000**

Exclusions - Breakdown:

1. Deductive Item #1 – Pond and stream 1 $168,420
    a. Per plans and specs

2.	Deductive Item #2 – Pond and stream 2 a. Per plans and specs	$107,315
3.	Gabion Walls for concrete curb a. Per Detail C sheet W250	$184,966
4.	Other work a. Exclude Bridge and Wooden deck removal per details F & D from Sheet W240 b. All work in pump house building except work indicated in inclusions per sheet W410 and W411	$90,505
5.	Chemical system and Discharge pipe a. Exclude Chemical and 24" discharge stand system per details B & F Sheet W253 b. Exclude work in Sheet W400, W410, W450, W451	$140,117
6.	Planting spacing as indicated in contact drawings is excluded. See inclusion for change of scope. a. Lump Sum	$30,000
7.	Dewatering a. Lump sum	$100,000
8.	Wildlife Removal a. Per plans and specs	$42,100
9.	Boulder as indicated in drawings see inclusion for change of scope a. Lump sum	$24,500
10.	Landscaping and irrigation on the island a. Lump sum b. Exclude irrigations and landscaping from sheets W212, W216, W217, W260	$18,900

Total Savings **$906,823**

Please let me know if you would like to discuss this further.

Sincerely,

Richard Quattrocchi
(949) 500-1938
richard@metrobuilders.com
Metro Builders & Engineers Group, Ltd.
CA State Contractor's License #597589 (A, B, C-10, C-51)
CA State DIR #1000002925
MWD SBE Cert 166228

CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 24-12

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated September 2nd, 2025 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and HOUALLA ENTERPRISES, LTD, dba METRO BUILDERS & ENGINEERS GROUP, LTD., a California corporation ("CONTRACTOR").

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

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The scope of work generally consists of all labor, permitting, parts, tools, materials, equipment, deliveries, setup, mobilization, etc., to fully repair and rehabilitate the lakes at TeWinkle Park (the "Work").

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

The Project is known as the TeWinkle Park Lakes Repair and Rehabilitation Project, City Project No. 24-12 (the "Project").

2. CONTRACT DOCUMENTS.

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

(a) This Agreement;

(b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;

(c) Bid package, including, but not limited to, addenda to bid package, notice

inviting bids, State of California – Natural Resources Agency Department of Parks and Recreation Grant Contract, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;

(d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;

(e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and

(f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two Million Four Hundred Fifty-Nine Thousand Seven Hundred Seventy-Seven Dollars and Zero Cents ($2,459,777.00).

8. ADDITIONAL SERVICES.

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

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

9. PAYMENTS TO CONTRACTOR.

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

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

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

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

10. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be

completed within One Hundred Eighty-Five (185) working days from the first day of commencement of the Work.

12. TERMINATION.

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

(b) Termination for Breach of Contract.

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

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

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

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Two Hundred Fifty Dollars ($250.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby

agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

16. SUPERINTENDENCE BY CONTRACTOR.

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

17. INSPECTION BY CITY.

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

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

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

19. CONTRACT SECURITY AND GUARANTEE.

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

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

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

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

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and State of California Department of Parks and Recreation ("STATE") and their elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY and STATE, 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 and STATE for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY and STATE. 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 and STATE 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 and STATE 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 and STATE do 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 and STATE or the deposit with CITY and STATE by CONTRACTOR

of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY and STATE and their 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 and STATE 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 and STATE'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 and STATE 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 and STATE.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

(i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY and STATE, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and STATE and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
(2) Pay on behalf of wording as opposed to reimbursement;
(3) Concurrency of effective dates with primary policies;
(4) Policies shall "follow form" to underlying primary policies; and
(5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(i) Additional insureds: The City of Costa Mesa and State of California Department of Parks and Recreation and their elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."

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

given to CITY."

(iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(d) Insurance Applies Separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City's Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the

wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

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

24. ADDITIONAL CONTRACT PROVISIONS – State. Contractor shall comply with all of the terms and conditions of the documents included in Exhibit "A", specifically, State of California – Natural Resources Agency Department of Parks and Recreation Grant Contract, attached hereto and incorporated herein by this reference as though set forth in full.

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. 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. 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.

28. NOTICES.

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

All other notices shall be in writing and delivered in person or sent by certified mail,

postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

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

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

Houalla Enterprises, Ltd. Dba Metro Builders & Engineers Group, Ltd.
2610 Avon Street
Newport Beach, CA 92663
Attn: Fouad Houalla, President

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

Markel Insurance Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3506
Attn: Melis DeKoven, Agent for Service

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. ASSIGNABILITY.

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

35. 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.

36. 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.

37. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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. EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive Order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[Signature page follows.]

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

CITY OF COSTA MESA
A municipal corporation

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

CONTRACTOR

_____ Date: _____
Signature

_____
Fouad Houalla, President

ATTEST:

_____ Date: _____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

_____ Date: _____
Seung Yang
Project Manager

EXHIBIT A

CONTRACTOR'S BID

SECTION C

PROPOSAL

FOR THE

TEWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT, CITY PROJECT NO. 24-12

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **TEWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT, CITY PROJECT NO. 24-12,** a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE-HUNDRED (100) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BID SECURITY: Each bidder must submit an **ORIGINAL** certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk ***AT LEAST ONE HOUR PRIOR*** to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond was received by the City Clerk prior to the bid submission deadline. ***NO electronic bid securities through e-mail or other electronic means will be accepted.***

PH

Bidder's Initials

BID SCHEDULE PROPOSAL					
ITEM #	**BID ITEM DECRIPTION**	**EST. QTY.**	**UNIT**	**UNIT PRICE (in figures)**	**ITEMS TOTAL (in figures)**
TEWINKLE PARK LAKES REPAIR AND REHABILITATION BASE BID *(COMPLETE PROJECT)*:					
1	All Work, Labor, Permitting, Parts, Materials, Equipment, Deliveries, etc. to Repair and Rehabilitate the TeWinkle Park Lakes, as Directed by these Bid Documents and Specifications and / or Directed by the Engineer. This includes ALL ponds and streams. **See TeWinkle Park Lake Renovation Bid Document Plans in Section "G" – Appendix "B" for details.** Contractor is responsible to apply for and be issued required Permits from *(but NOT limited to)* Costa Mesa Sanitary District and OC Public Works for sewer wastewater disposal. General Construction Activity Permit / SWPPP REQUIRED from the Santa Ana Regional Water Quality Control Board [see Section 3-12.6 (Page GP-12) in the General Provisions]	1	L.S.	$	$
2	Additional Work Items as Directed by the Engineer (via Force Account)	1	F.A.	$ 100,000	$ 100,000
	TOTAL BID PROPOSAL FIGURES:				$

TOTAL BID PROPOSAL (Words):

_____

_____

***NOTES:**

The lowest responsible bid shall be based on the lowest base bid, *notwithstanding* any of the deductive bid items.

OPTIONAL PRE-BID MEETING OR JOB WALK:
Wednesday, October 30, 2024 at 10:30 A.M. at TeWinkle Park, 970 Arlington Drive, Costa Mesa, CA 92626 in the parking lot. Attendance is ***HIGHLY*** recommended.

PA

Bidder's Initials

BID SCHEDULE PROPOSAL

ITEM #	BID ITEM DECRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
TEWINKLE PARK LAKES REPAIR AND REHABILITATION [POND AND STREAM 1] *(DEDUCTIVE BID NO. 1)*:					
D1	All Work, Labor, Permitting, Parts, Materials, Equipment, Deliveries, etc. to Repair and Rehabilitate **POND AND STREAM 1** ONLY of the TeWinkle Park Lakes, as Directed by these Bid Documents and Specifications and / or Directed by the Engineer. **See TeWinkle Park Lake Renovation Bid Document Plans in Section "G" – Appendix "B" for details.** *All other requirements apply:* Contractor is responsible to apply for and be issued required Permits from *(but NOT limited to)* Costa Mesa Sanitary District and OC Public Works for sewer wastewater disposal. General Construction Activity Permit / SWPPP REQUIRED from the Santa Ana Regional Water Quality Control Board [see Section 3-12.6 (Page GP-12) in the General Provisions]	1	L.S.	$	$

DEDUCTIVE BID NO. 1 FIGURE: $

DEDUCTIVE BID NO. 1 (Words):

_____

_____

***NOTES:**

The lowest responsible bid shall be based on the lowest base bid, *notwithstanding* any of the deductive bid items.

The City reserves the right to deduct any bid item as it sees fit. If the City so chooses to elect to deduct one or more bid items, then the final award amount will be the base bid minus one or more deductive bid items.

PH

Bidder's Initials

BID SCHEDULE PROPOSAL					
ITEM #	**BID ITEM DECRIPTION**	**EST. QTY.**	**UNIT**	**UNIT PRICE (in figures)**	**ITEMS TOTAL (in figures)**
TEWINKLE PARK LAKES REPAIR AND REHABILITATION [POND AND STREAM 2] *(DEDUCTIVE BID NO. 2):*					
D2	All Work, Labor, Permitting, Parts, Materials, Equipment, Deliveries, etc. to Repair and Rehabilitate **POND AND STREAM 2** ONLY of the TeWinkle Park Lakes, as Directed by these Bid Documents and Specifications and / or Directed by the Engineer. **See TeWinkle Park Lake Renovation Bid Document Plans in Section "G" – Appendix "B" for details.** *All other requirements apply:* Contractor is responsible to apply for and be issued required Permits from *(but NOT limited to)* Costa Mesa Sanitary District and OC Public Works for sewer wastewater disposal. General Construction Activity Permit / SWPPP REQUIRED from the Santa Ana Regional Water Quality Control Board [see Section 3-12.6 (Page GP-12) in the General Provisions]	1	L.S.	$	$
	DEDUCTIVE BID NO. 2 FIGURE:			$	

DEDUCTIVE BID NO. 2 (Words):

_____

_____

***NOTES:**

The lowest responsible bid shall be based on the lowest base bid, *notwithstanding* any of the deductive bid items.

The City reserves the right to deduct any bid item as it sees fit. If the City so chooses to elect to deduct one or more bid items, then the final award amount will be the base bid minus one or more deductive bid items.

PA

Bidder's Initials

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.

2. The lowest responsible bid shall be based on the lowest base bid, *notwithstanding* any of the deductive bid items.

3. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City. The City also reserves the right to deduct any bid item as it sees fit. If the City so chooses to elect to deduct one or more bid items, then the final award amount will be the base bid minus one or more deductive bid items.

4. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.

5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

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

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

6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).

7. Bidder agrees to initial or notarize (if applicable) all pages on P-1a through P-1e and uploaded onto *PlanetBids*.

RH

Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

(Please Type or Print)

Total Amount for Base Bid (in written words) _____

_____ ($_____)
in figures

Contractor's Lawful Name: Houalla Enterprises Ltd. dba. Metro Builders & Engineers Group, Ltd.

Bidder's Name: Fouad Houalla Bidder's Initials: FH

Contractor's License No. 597589 Expiration: 07/31/2026

Contractor's Taxpayer I.D. Number: 33-0284748

Contractor's DIR Registration Number: 1000002925

Signature: [redacted] Date: 11/21/2024

Contractor's Address: 2610 Avon St., Newport Beach, CA 92663

Telephone Number: (949) 515-4350 Mobile No.: (949) 463-8451

Fax Number: (949) 515-4351 E-mail: estimating@metrobuilders.com

24-Hour Emergency Contacts:

Shelly Irvine
Name — Telephone Number: (949) 463-8451
Mobile No.: ( )

Name — Telephone No.: ( )
Mobile No.: ( )

Name — Telephone No.: ( )
Mobile No.: ( )

FH
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 10% of total bid amount ($_____) 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.

FH

Bidder's Initials

Respectfully Submitted,

Houalla Enterprises Ltd. dba. Metro Builders & Engineers Group, Ltd.	Fouad Houalla President
Contractor's Business Name	Contractor Title: President
2610 Avon Street	Signed By Title
Business Address: Street	597589; A,B,C10/C51 07/31/2026
Newport Beach, CA 92663	Contractor's License No. and Classification Exp. Date
City State Zip	11/21/2024
(949) 515-4350	Date
Business Phone Number	2610 Avon Street
Fouad Houalla President	Residence: Street
Name Title	(949) 515-4350
Newport Beach, CA 92663	Residence phone Number
City State Zip	

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: 33-0284748

	Can Sign	Must Sign
Name Fouad Houalla, President	☐	☒
Name Fouad Houalla, Secretary	☒	☐
Name	☐	☐

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

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

Name N/A

Address N/A

Name N/A

Address N/A

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.

Fouad Houalla; President

Fouad Houalla; Secretary

Shelly Irvine; Chief Financial Officer

FH
Bidder's Initials

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

Addendum No.	Date Received	Bidder's Signature
None		

CONSTRUCTION PROJECT REFERENCES

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

Date Project Awarded	Awarding Agency	Agency's Contract Administrator Contact Information
See Attached Project Reference List		

PH

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 with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

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

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

Bid Item (s) Number	***% Portion of Work***	***Name, Address and E-mail of Subcontractor***	***State License Number***	***Class***	***DIR Registration Number***

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

PH
Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

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

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Houalla Enterprises, Ltd. DBA Metro Builders & Engineers Group, Ltd. as principals, and Markel Insurance Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Amount Bid ($ 10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Houalla Enterprises, Ltd. DBA Metro Builders & Engineers Group, Ltd., if accepted by the City of Costa Mesa, and if the above bounden, Houalla Enterprises, Ltd. DBA Metro Builders & Engineers Group, Ltd., 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, Houalla Enterprises, Ltd. DBA Metro Builders & Engineers Group, Ltd., by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 15th day of November, 2024.

Houalla Enterprises, Ltd. DBA Metro Builders & Engineers Group, Ltd.	Markel Insurance Company
[redacted]	[redacted]
Fouad Houalla, President	Lisa Sayno, Attorney-In-Fact
Contractor/ Principal (Notary Acknowledgement to be attached)	Surety/Power of Attorney (Notary Acknowledgment to be attached)

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

FH

Bidder's Initials

MARKEL

September 29, 2022

Bond Obligees
Project Owners
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

The use of an electronic image of the corporate seal of Markel Insurance Company or SureTec Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Markel Insurance Company or SureTec Insurance Company is authorized by the company. Markel Insurance Company and SureTec Insurance Company acknowledge and agree that the Digital Seal may be affixed to any Surety bond and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligee's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may call our Home Office Underwriting Center at 1-800-732-0999 or send a verification request to bondverification@markel.com.

In Witness Whereof, this has been executed by the Executive Vice President and Chief Underwriting Officer, Surety for each of Markel Insurance Company and SureTec Insurance Company.

[redacted]

Lindey Jennings, EVP, Chief Underwriting Officer

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

SURETEC INSURANCE COMPANY TEXAS

Markel Surety
Markel Insurance Company | SureTec Insurance Company
9500 Arboretum Boulevard, Suite 400, Austin, TX 78759 (512) 427-1099
www.markel.com

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Orange }

On 11/15/2025 before me, Shelly Jean Irvine,
Date *Here Insert Name and Title of the Officer*

personally appeared Fouad Houalla
Name(s) of Signer(s)

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

SHELLY JEAN IRVINE
Notary Public - California
Orange County
Commission # 2358750
My Comm. Expires May 24, 2025

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [redacted]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

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.

FH

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or I s 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.

Metro Builders & Engineers Group, Ltd.
Contractor Firm Name

Fouad Houalla
Name of Principal

President
Ti[redacted]

Signature

Subscribed and sworn to before me by:

_____

This ____ day of _____, 20___.

My Commission Expires: _____

_____
Notary Public

FH
Bidder's Initials

*See Attached Notary

Metro Builders & Engineers Group, Ltd.

June 27, 2025

BID REDUCTION SUMMARY

Project: Tewinkle Park Lakes Repair and Rehabilitation Project - Rebid

Jobsite Location: 970 Arlington Drive, Costa Mesa, CA 92626

Hello Derek,

Please see below the breakdown for inclusions and exclusions from the scope of work included in our bid:

Inclusions:

1.	Bonds and Insurance	$37,500
	a. Lump Sum per plans and specs	
2.	General Conditions (Project Management, Supervision)	$255,000
	a. Lump Sum	
3.	Temp Facilities including temp fence	$92,500
	a. Per Plan W110 and specs	
4.	Mobilization and Demobilization	$18,750
	a. Per plans and specs	
5.	Erosion Control, BMPs and other housekeeping items	$31,250
	a. Per Plan W110 and specs	
6.	Demolition	$115,000
	a. Per plans W211, W221, W240 Detail B.	
7.	Survey	$18,750
	a. Per plans and specs	
8.	Grading, Earth Moving, Sludge Removal	$258,750
	a. Per plan W215, W224	
9.	Lake work	$1,222,777
	a. Per plan W100, W101, W102, W213, W215, W222, W224, W250, W251, W252, W253	
	b. Gabion walls replaced with concrete curb in Detail C sheet W250	
	c. Connection of pump house building to lake 1 & 2 only per sheet W410, W411.	
	d. Establish lines, grades and elevations from existing conditions and proposed benchmarks.	
	e. Excavate and deliver the lake fine grade to a tolerance of +\- 1/10 foot at a slope not to exceed 4:1 in any circumstance, prior to installation of liner system.	
	f. Excavate lakes anchor trench, finish shape on ponds, streams, planters and shoreline areas as required.	
	g. Furnish and install lake perimeter discharge and ponds as required.	
	h. Furnish and install 60lft of 14” P.I.P. PVC intake pipe at Lake 1 to existing line point of connection per plan.	
	i. Prepare the sub grade and fine grade the lake prior to installing the RPE liner.	
	j. Furnish and install 30mil RPE liner in Lake 1 & 2 and streams 1 & 2.	

k. Furnish and install 3" minimum wire reinforced concrete veneer over liner in Lake 1 & 2.
l. Furnish and install 4" minimum wire reinforced concrete shoreline and 2" Minimum veneer over liner in Stream 1 & 2 per construction details on plan sheet W252 and W256.
m. Furnish and install shoreline sections for natural shoreline & boulder wall shoreline
n. Include 8"x8" keyway, per plan.
o. Furnish and install 2" minimum wire reinforced concrete veneer over liner at streams and wet set 4" to 12" dia. cobble in streams bed per construction details on plan sheet W256 detail "E".
p. Furnish and install 8" X 5' Wide shelve reinforce concrete at Waterfall footing with #4 rebar over liner per construction details on plan sheet W256 detail "B".
q. Furnish and install pin and strap liner connection at deck shoreline.
r. Furnish and install reduced size boulders and cobble as shown in shorelines, planters. Boulders to be grouted in place in areas as required.
s. We assume to reuse and place existing 250 tons of boulders on site and cobble on streams and ponds as shown in plans.
t. Furnish and install 2" PVC conduit and Junction boxes for Floating Fountain from pump room to Lakes 1 & 2.
u. Reuse and install all 6 floating fountains on Lake 1 & 2 assuming all work and in good condition.
v. Furnish and Install 3'x3' Epoxy coated Intake Screen.

10. Landscape and Irrigation $264,500
    a. Per plan W212, W216, W217, W260
    b. Planting at 3' on center
    c. Turf is included as hydroseed
    d. Stabilized DG up to 3" depth
    e. Aquatic soil at 9" depth
11. Concrete walkway $70,000
    a. Per plans W215
12. Electrical Work $75,000
    a. Per plans W500, W501, W502, W503
    b. All electrical work related to chemical system is excluded.

Revised Bid Price: **$2,459,777**

Allowance as mentioned in Bid Proposal Base Bid Line Item 2 – Additional Work Items As directed by the Engineer (via Force Account) **$100,000**

Exclusions - Breakdown:

1. Deductive Item #1 – Pond and stream 1 $168,420
    a. Per plans and specs

2.	Deductive Item #2 – Pond and stream 2 a. Per plans and specs	$107,315
3.	Gabion Walls for concrete curb a. Per Detail C sheet W250	$184,966
4.	Other work a. Exclude Bridge and Wooden deck removal per details F & D from Sheet W240 b. All work in pump house building except work indicated in inclusions per sheet W410 and W411	$90,505
5.	Chemical system and Discharge pipe a. Exclude Chemical and 24" discharge stand system per details B & F Sheet W253 b. Exclude work in Sheet W400, W410, W450, W451	$140,117
6.	Planting spacing as indicated in contact drawings is excluded. See inclusion for change of scope. a. Lump Sum	$30,000
7.	Dewatering a. Lump sum	$100,000
8.	Wildlife Removal a. Per plans and specs	$42,100
9.	Boulder as indicated in drawings see inclusion for change of scope a. Lump sum	$24,500
10.	Landscaping and irrigation on the island a. Lump sum b. Exclude irrigations and landscaping from sheets W212, W216, W217, W260	$18,900

Total Savings **$906,823**

Please let me know if you would like to discuss this further.

Sincerely,

Richard Quattrocchi
(949) 500-1938
richard@metrobuilders.com
Metro Builders & Engineers Group, Ltd.
CA State Contractor's License #597589 (A, B, C-10, C-51)
CA State DIR #1000002925
MWD SBE Cert 166228

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

General Fund

Specified Grants

GRANTEE City of Costa Mesa

GRANT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2026

CONTRACT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2026

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed $10,000,000.00

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Costa Mesa
GRANTEE

By Lori Ann Farrell Harrison
(Typed or printed name of Authorized Representative)

[redacted]
Signature of Authorized Representative

Address 77 Fair Drive, Costa Mesa, CA 92626

Title City Manager

Date 4/4/23

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By

Date

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C5055053		0000006990			SG-30-018
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$10,000,000.00		General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-0001	43	22	2022/23
TOTAL AMOUNT ENCUMBERED TO DATE $		Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE
$10,000,000.00		37900091	5432000-5432000000	60067	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Costa Mesa (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $10,000,000, subject to the terms and conditions of this AGREEMENT and the 2022/23 California State Budget, Chapter 43, statutes of 2022, Item number – 3790-101-0001 (appropriation chapter and budget item number hereinafter referred to as "SPECIFIED GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2022 to June 30, 2026.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.

2. The term "CONTRACT PERFORMANCE PERIOD" means the duration of time during which this CONTRACT is in effect.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this AGREEMENT.

6. The term "GRANT PERFORMANCE PERIOD" means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.

7. The term "GRANT PROJECT" means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

9. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for Jack Hammett Sports Complex, TeWinkle Athletic Complex Specified Grant." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.

2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property

or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2, of this CONTRACT

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or

liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT, and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following final payment.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain, and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.

2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this CONTRACT only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this CONTRACT and only with the prior approval of STATE.

4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.

5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the GRANT PROJECT.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and control of any portion of the GRANT PROJECT and responsibilities under this CONTRACT shall not be assignable or transferable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. Special Provisions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

City of Costa Mesa
GRANTEE

By: [redacted]
Signature of Authorized Representative

Title: City Manager

Date: 4/4/23

EXHIBIT B

BID PACKAGE

CITY OF COSTA MESA

ORANGE COUNTY, CALIFORNIA

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

TeWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT

CITY PROJECT NO. 24-12

Prepared Under the Direction of

Seung Yang, P.E.

City Engineer

Copy No. _____ Checked by _____

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PROPOSAL
FOR THE

TEWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT, CITY PROJECT NO. 24-12

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **TEWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT, CITY PROJECT NO. 24-12,** a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE-HUNDRED (100) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BID SECURITY: Each bidder must submit an **ORIGINAL** certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk ***AT LEAST ONE HOUR PRIOR*** to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond was received by the City Clerk prior to the bid submission deadline. ***NO electronic bid securities through e-mail or other electronic means will be accepted.***

_____
Bidder's Initials

SECTION D
GENERAL PROVISIONS

PART 1

SECTION 1 – GENERAL

1-2 GENERAL

[Add the following:].

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (“Green Book”), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications. Copies of the Standard Specifications are available from the publisher:

BNi Building News

1612 S. Clementine Street

Anaheim, California 92802

(714) 517-0971

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply or unless otherwise noted in these specifications or at the direction of the ENGINEER.

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

The section numbers of these General Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

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

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

(a) AGENCY	The City of Costa Mesa, California, hereinafter referred to as "CITY."
(b) BOARD	The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD."
(c) CONTRACT DOCUMENTS	Documents including but not limited to the following: The proposal form P-1 through P-9b, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement.
(d) ENGINEER	The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER.
(e) BIDDER	Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER.
(f) LEGAL ADDRESS OF CONTRACTOR	The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
(g) LABORATORY	An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract.

1-3 ABBREVIATIONS

CALTRANS	State of California, Department of Transportation, Division of Highways
O.C.E.M.A.	Orange County Environmental Management Agency
L.A.C.F.C.D.	Los Angeles County Flood Control District

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1 General

[Add the following:].

Proposal shall be made and submitted on proposal forms P-1a through P-11 in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

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

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

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

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

1-6.1.1 Request for Interpretation

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Plans, Specification, or other proposed Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, (It, he, she) may make a request to the ENGINEER, in writing, for an interpretation or correction thereof pursuant to the provisions in the Information for Bidders section of these specifications. The person

submitting such a request shall be responsible for its prompt delivery. All such interpretations of the Contract Documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of Contract Documents at (its, his, her) last address of record. The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

1-6.1.2 Soil Conditions

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

1-6.1.3 Return of Bid Security

Any BIDDER may withdraw its bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

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

1-6.2 Subcontractor Listing

[Add the following:].

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General

[Add the following:].

The award of contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 1-6 of these specifications. The BIDDER, upon notification as the "apparent low bidder,"

shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within **fourteen (14) days after the mailing of a Notice of Award to the BIDDER that the contract is ready for execution**. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

1-7.1.1 Execution of Agreement

The Agreement shall be signed by the successful BIDDER and returned to the CITY no later than **fourteen (14) days from Notice of Award** of the Contract by the CITY. Failure to comply with insurance and bonding requirements as specified in the Agreement and in Section 1-7.1 of these General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

1-7.2 Contract Bonds

[Add the following:].

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

CONTRACTOR shall provide the following:

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

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

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

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

[Replace in its entirety with the following:].

The scope of work generally consists of all labor, permitting, parts, tools, materials, equipment, deliveries, setup, mobilization, etc., to fully repair and rehabilitate the lakes at TeWinkle Park (a.k.a. TeWinkle Park Lakes). The work includes, but not limited to, the following: mobilization, site fencing, and erosion protection; drainage of the lakes including temporary discharge permit, temporary pipes and hoses for drainage operations; construction survey and layout verification of subgrades, lake outline, pipelines, and all associated facilities; capture and transfer aquatic wildlife; installing new lake liner; construction of aquatic planters; installing new pump stations and structures; aeration; electrical wiring and ancillary work to connect to control panels, pumps, and control systems; etc. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

2-2 PERMITS

[Add the following:].

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

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

- The Contractor is directed to obtain all necessary permits for this project from all pertinent agencies, including but not limited to: Costa Mesa Sanitary District (CMSD), Mesa Water District, Irvine Ranch Water District, Santa Ana Regional Water Quality Control Board, U.S. Fish and Wildlife Service, etc.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.1 General

[Add the following:].

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

2-5.2 Temporary Utility Services

[Add the following:].

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.
If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

2-5.4 Haul Routes

[Add the following:].

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

Waste Hauler Requirements

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

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

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

A Construction and Demolition Reporting Form as provided in the Miscellaneous Document Section of these Specifications must be completed and submitted by the Contractor to the CITY prior to the release of retention monies.

2-7 CHANGES INITATED BY THE AGENCY

2-7.1 GENERAL

[Add the following:].

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

2-8 EXTRA WORK

[Add the following:].

The extra work as defined in this section of the Standard Specifications and any work

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

2-9 CHANGED CONDITIONS

[Add the following:].

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

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

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

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

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

[Add the following:].

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

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

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

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

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

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

3-5 INSPECTION

[Add the following:].

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

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

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

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

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material

rejected after is has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

3-6 THE CONTRACTOR'S REPRESENTATIVE

[Add the following:].

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

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

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

3-7 CONTRACT DOCUMENTS

3-7.1 General

[Add the following:].

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

Contractor shall, at its own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the Contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the Contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

3-10 SURVEYING

[Replace with the following:].

3-10.1 General

The Contractor will perform and be responsible for the accuracy of setting all required survey stakes adequate for the construction of the project.

3-10.3 Line and Grade

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

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

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

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

3-12 WORK SITE MAINTENANCE

3-12.1 General

[Replace 2nd paragraph with the following:].

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

3-12.2 Air Pollution Control

[Add the following:].

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

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

3-12.4.1 General

[Add the following:].

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

3-12.6 Water Pollution Control

3-12.6.1 General

[Add the following:].

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

Project Soil Disturbance is: **MORE than 1 acre** (General Construction Permit REQUIRED)

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

The CONTRACTOR shall have an account with the State for SMARTS (Storm Water Multiple Application and Report Tracking System). The CONTRACTOR shall contact the

CITY with their user ID so that the CITY will grant the CONTRACTOR access as a Data Submitter.

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

The CONTRACTOR shall complete the Annual Report and NOT within SMARTS. Once the CITY has been notified, the CITY will review and submit to the State for processing. A copy of the latest permit is available at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

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

3-12.6.2 Best Management Practices (BMPs)

[Add the following:].

The Contractor shall install and maintain the appropriate Best Management Practices (BMPs) to protect water quality within the project limits through the duration of the Project.

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

Payment for furnishing, installing and maintaining BMPs inclusive of sweeping the Project site as required or directed by the ENGINEER shall be included in the other various bid items associated with the work and no additional payment will be allowed thereof.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add the following:].

A General Construction Permit is REQUIRED pursuant to Section 3-12.6.1 of these General Provisions; therefore, the following Storm Water Pollution Prevention Plan (SWPPP) requirements shall be adhered to:

The Contractor is responsible for the preparation and implementation of a SWPPP as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including, REAPs, monitoring, sampling, rain gauge records, weather reports, submitting pictures of every third storm, non-authorized discharge reports, Ad-Hoc reports, Annual Reports, post construction BMPs and other requirements of the SWPPP.

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

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

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

Erosion and Sediment Control Plans

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

3-12.6.4 Dewatering

[Add the following:].

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

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

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

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

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

3-13.3 WARRANTY

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

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

SECTION 4 – CONTROL OF MATERIALS

4-4 TESTING

[Add the following:].

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

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

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

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

SECTION 5 – LEGAL RELATIONS AND RESPOSIBILITIES

5-1 LAWS AND REGULATIONS

[Add the following:].

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

5-2 SPECIAL NOTICES

[Add the following:].

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

5-3 LABOR

5-3.3 Payroll Records

[Add the following:].

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

5-3.5 Apprentices

[Replace with the following:].

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it. The Contractor and any subcontractor under it shall comply with the requirements of those Sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5-4 INSURANCE

[Replace with the following:].

The minimum amounts and types of insurance coverages are as stated in the Agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 5-4 of the Standard Specifications.

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

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

1. Additional Insureds

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

2. Notice

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

3. Other Insurance

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

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

5-7 SAFETY

5-7.1 Work Site Safety

5-7.1.1 General

[Add the following:].

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

5-7.8 Steel Plate Covers

5-7.8.1 General

[Add the following:].

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

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

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

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

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

[Add the following:].

6-1.3 DAILY REPORT SUBMITTAL

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

6-3 TIME OF COMPLETION

6-3.1 General

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

The Contractor shall begin the Work within **ten (10) Working Days** after the date the Contract is executed by CITY unless a later start date is agreed upon by the CITY and Contractor within a written Notice-to-Proceed. The Work shall be completed within **ONE HUNDRED (100) Working Days** from the date set in the Notice-to-Proceed or the first day of commencement of Work, whichever occurs first.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

[Add the following:].

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

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

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

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

6-7.4 RESPONSIBILITIES OF SURETY

[Add the following:].

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

6-9 LIQUIDATED DAMAGES

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

The CONTRACTOR shall pay to the CITY the sum of **$5,200** per calendar day, for each and every calendar day's delay in finishing the Work in excess of the number of Working Days prescribed within these General Provisions and the Agreement, or per the direction of the Engineer. Liquidated damages are calculated per Chapter 12 of the latest edition of the Caltrans Local Assistance Procedures Manual (LAPM).

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General

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

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

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

7-3.2 Partial and Final Payment

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

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

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

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

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

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

[Add to end of Section the following:].

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

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

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

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

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

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

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

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

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

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

[Add the following:].

7-3.2.1 Prompt Progress Payment to Subcontractors

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

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

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

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

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

[Add the following:].

7-3.2.2 Prompt Pay Monitoring and Enforcement of Progress Payments

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

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

   1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).

2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.

3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.

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

1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.

2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

7-3.3 Delivered Materials

[Replace in its entirety with the following:].

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

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

7-3.4 Mobilization

[Replace in its entirety with the following:].

Mobilization shall consist of all preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement; including resetting curb drains through new curbing.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

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

7-3.4.1 Travel Route for Trucking and Equipment

Plans indicating the travel route for the Contractor's equipment movement in and out of the work site must be submitted concurrently with the Haul Route Plan (Section 2-5.4) to the ENGINEER at the pre-construction meeting for approval prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the City. The approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according the City's requirements.

7-3.4.2 Construction Sequence/Order of Work

In order to minimize the inconveniences to the residents and businesses, the contractor shall construct the Project and sequence the work where no two adjacent streets are closed at one time, and/or the nearest parking is no more than 300' from the intersection of the street being closed to traffic. The Contractor shall maintain adjacent streets open for ingress and egress and for parking.

7-4 PAYMENT FOR EXTRA WORK

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor

[Add the following:].

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

7-4.3 Markups

7-4.3.1 Work by the Contractor

[Replace in its entirety with the following:].

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

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

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

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

7-4.3.2 Work by a Subcontractor

[Replace in its entirety with the following:].

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of five (5) percent on the first $5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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

[Add the following:].

7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written

statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

SECTION E
SPECIAL PROVISIONS
PART 1-8

[Add the following Section:].

PART 1
GENERAL

100-1 GENERAL

Additions/Modifications to Standard Specifications

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

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

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

If the item of work is identified within the Proposal section of these Specifications, then the following bid item descriptions will provide the corresponding bid item numbering within each corresponding section of the Standard Specifications under the Subsection entitled "Measurement and Payment" or "Payment". All other sections and subsections shall conform to the Standard Specifications unless modified herein.

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Contract Documents. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division

of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, and all other items related to the work.

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

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

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

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in the Standard Specifications, Section 7-1, "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with the Standard Specifications, Section 7-2, "Lump Sum Work."

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited, to the bid descriptions set forth herein.

100-1.1 Measurement and Payment

BID ITEM NO. 1: ***ALL WORK, LABOR, PERMITTING, PARTS, MATERIALS, EQUIPMENT, DELIVERIES, ETC. TO REPAIR AND REHABILITATE THE TEWINKLE PARK LAKES, AS DIRECTED BY THESE BID DOCUMENTS AND SPECIFICATIONS AND / OR DIRECTED BY THE ENGINEER. THIS INCLUDES ALL PONDS AND STREAMS. SEE TEWINKLE PARK LAKE RENOVATION BID DOCUMENT PLANS IN SECTION "G" – APPENDIX "B" FOR DETAILS. CONTRACTOR IS RESPONSIBLE TO APPLY FOR AND BE ISSUED REQUIRED PERMITS FROM (BUT NOT LIMITED TO) COSTA MESA SANITARY DISTRICT AND OC PUBLIC WORKS FOR SEWER WASTEWATER DISPOSAL. GENERAL CONSTRUCTION ACTIVITY PERMIT / SWPPP REQUIRED FROM THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD [SEE SECTION 3-12.6 (PAGE GP-12) IN THE GENERAL PROVISIONS]***

At the direction of the ENGINEER, the Contractor shall provide labor, parts, materials, equipment, deliveries, etc. for the complete repair and rehabilitation of TeWinkle Park Lakes as stipulated in these project bid documents and specifications and / or per the direction of the Engineer.

Measurement and Payment shall be paid per **Lump Sum (L.S.)** for all work performed pursuant to these Specifications and shall, include all labor, equipment, materials as required to complete the work as directed by the ENGINEER.

100-2 MOBILIZATION AND DEMOBILIZATION

100-2.1 General

Mobilization shall comply with Section 7-3.4 of the General Provisions.

100-3 CONTROL OF THE WORK

100-3.1 Water Pollution Control and Best Management Practices

Contractor shall follow the water pollution control and Best Management Practices (BMPs) guidelines enumerated in Section 3-12.6 of the "Standard Specifications for Public Works Construction" (The "Greenbook"), and also Section 3-12.6 of the General Provisions stated within the "Standard Specifications" of this Project and these contract bid documents.

100-4 ADDITIONAL WORK ITEMS

100-4.1 General

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance.

100-4.2 Measurement and Payment

BID ITEM NO. 2: ***ADDITIONAL WORK ITEMS AS DIRECTED BY THE ENGINEER (VIA FORCE ACCOUNT)***

At the direction of the ENGINEER, the Contractor shall provide labor, equipment, and materials for the project management beyond the Scope of Work established within the Project Plans and Specifications. Work **might** include, but not be limited to; delivery of additional newsletters; clearing and grubbing; disposal of materials; potholing; furnishing and installation of informational signs; and related work, and will only be performed if required, and approved by the ENGINEER. The Contractor acknowledges that this bid item will only be used at the discretion of the ENGINEER. The allowance for this line item is as shown within the Proposal Section of these Specifications.

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

100-5 DEDUCTIVE BID ITEMS

100-5.1 General

The lowest responsible bid shall be based on the lowest base bid, notwithstanding any of the deductive bid items.

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. The City also reserves the right to deduct any bid item as it sees fit. If the City so chooses to elect to deduct one or more bid items, then the final award amount will be the base bid minus one or more deductive bid items.

100-5.2 Measurement

DEDUCTIVE BID ITEM NO. 1 (D1): ***ALL WORK, LABOR, PERMITTING, PARTS, MATERIALS, EQUIPMENT, DELIVERIES, ETC. TO REPAIR AND REHABILITATE POND AND STREAM 1 ONLY OF THE TEWINKLE PARK LAKES, AS DIRECTED BY THESE BID DOCUMENTS AND SPECIFICATIONS AND / OR DIRECTED BY THE ENGINEER. SEE TEWINKLE PARK LAKE RENOVATION BID DOCUMENT PLANS IN SECTION "G" – APPENDIX "B" FOR DETAILS. ALL OTHER REQUIREMENTS APPLY: CONTRACTOR IS RESPONSIBLE TO APPLY FOR AND BE ISSUED REQUIRED PERMITS FROM (BUT NOT LIMITED TO) COSTA MESA SANITARY DISTRICT AND OC PUBLIC WORKS FOR SEWER WASTEWATER DISPOSAL. GENERAL CONSTRUCTION ACTIVITY PERMIT / SWPPP REQUIRED FROM THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD [SEE SECTION 3-12.6 (PAGE GP-12) IN THE GENERAL PROVISIONS]***

At the direction of the ENGINEER, the Contractor shall *remove* all labor, parts, materials, equipment, deliveries, etc. for the complete repair and rehabilitation of Pond and Stream 1 of the TeWinkle Park Lakes as stipulated in these project bid documents and specifications and / or per the direction of the Engineer.

Measurement shall be based per **Lump Sum (L.S.)** for all work performed pursuant to these Specifications and shall, include all labor, equipment, materials as required to complete the work as directed by the ENGINEER.

DEDUCTIVE BID ITEM NO. 2 (D2): ***ALL WORK, LABOR, PERMITTING, PARTS, MATERIALS, EQUIPMENT, DELIVERIES, ETC. TO REPAIR AND REHABILITATE POND AND STREAM 2 ONLY OF THE TEWINKLE PARK LAKES, AS DIRECTED BY THESE BID DOCUMENTS AND SPECIFICATIONS AND / OR DIRECTED BY THE ENGINEER. SEE TEWINKLE PARK LAKE RENOVATION BID DOCUMENT PLANS IN SECTION "G" – APPENDIX "B" FOR DETAILS. ALL OTHER REQUIREMENTS APPLY: CONTRACTOR IS RESPONSIBLE TO APPLY FOR AND BE ISSUED REQUIRED PERMITS FROM (BUT NOT LIMITED TO) COSTA MESA SANITARY DISTRICT AND OC PUBLIC WORKS FOR SEWER WASTEWATER DISPOSAL. GENERAL CONSTRUCTION ACTIVITY PERMIT / SWPPP REQUIRED FROM THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD [SEE SECTION 3-12.6 (PAGE GP-12) IN THE GENERAL PROVISIONS]***

At the direction of the ENGINEER, the Contractor shall *remove* all labor, parts, materials, equipment, deliveries, etc. for the complete repair and rehabilitation of Pond and Stream 2 of the TeWinkle Park Lakes as stipulated in these project bid documents and specifications and / or per the direction of the Engineer.

Measurement shall be based per **Lump Sum (L.S.)** for all work performed pursuant to these Specifications and shall, include all labor, equipment, materials as required to complete the work as directed by the ENGINEER.

PART 3
CONSTRUCTION METHODS
SECTION 300 – EARTHWORK

[Add the following:].

300-0 EARTHWORK IN STATE RIGHT-OF-WAY

300-0.1 General

All earthworks performed within the State of California Department of Transportation ("Caltrans") Right-of-Way shall conform to the requirements of Section 19 of the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways" with the appropriate Caltrans, City, and other applicable agency encroachment permits procured.

300-1 CLEARING AND GRUBBING

300-1.1 General

[Add or redefine the following:].

Section 300-1, "Clearing and Grubbing," of the Standard Specifications is supplemented by the following:

Contractor shall field verify existing grades and shall accept site as is, for no other grading shall be performed by the CITY.

- 300-1.3 Removal and Disposal of Materials
- 300-1.3.1 General

All materials removed shall be disposed of in a legal manner at an appropriate Disposal Site.

- 300-1.3.2 Requirements

A. Bituminous Pavement

Saw cutting of edges to be joined is required.

B. Miscellaneous

In addition to the work outlined in Section 300-1.1 of the Standard Specifications, the following items of work are included under Clearing & Grubbing unless otherwise covered by specific bid item.

1. Maintaining dust control at all times by watering during the entire time of the project, whether extended or not, including developing a water supply and furnishing and placing all water for all work done in the contract, including water used for extra work.
2. Application of soil sterilant, if applicable, or as directed by the ENGINEER.
3. Protection of utilities, structures, improvements and other facilities within the construction zone, except those specifically shown on the plans to be removed or relocated.
4. Removal and disposal of existing natural and artificial objectionable material within the limits of construction.
5. Verification of existing locations and elevations as shown on the plans or directed by the ENGINEER.
6. Replacement of disturbed traffic signs, street names, mailboxes, property owner signs, fences, landscaping, protection of temporary construction fences and all appurtenances, striping and markings as required to the satisfaction of the ENGINEER. Also, includes the installation of safe pedestrian pathway by installing orange netting or other approved method of safely directing pedestrians through a protected path.
7. This item shall also be interpreted to include the removal or relocation of any additional items in conflict with the proposed work not specifically mentioned herein or covered by specific bid item as directed in the field by the Engineer, which may be found within the work limits whether shown or not shown on the plans to be removed or relocated.
8. All surplus material three (3) inches or smaller shall be uniformly spread and compacted in the street sub grade. No material greater than three (3) inches in any dimension shall be used in the top twelve (12) inches of the sub grade. No nesting of rocks shall be allowed.
9. Unclassified fill shall consist of all fill unless separately designated. Construction of unclassified fill included preparing the area on which fill is to be placed, and the depositing, conditioning, and compaction of fill material.
10. Complete all demolition and removal work associated with the removal of AC, underlying PCC, PCC curb/gutter, as designated on the drawings for removal, unless otherwise defined.
11. Any structural or non-structural demolition work involved for the construction of the project and Contractor shall be responsible for disposing in a legal manner.
12. Determining and maintaining a straight edge in areas where AC joins existing edge of pavement.
13. No burning will be permitted.
14. No accumulation of flammable material shall remain on or adjacent to the right-of-way.

SECTION 302 – ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING

[Add the following within each Subsection:].

302-4.1.1 PREPARATION OF EXISTING FOR SLURRY SEAL

Before applying slurry seal, the Contractor shall perform the following:

- Notices and No Parking postings. The contractor shall notify all the residents on any street that is impacted by the slurry seal operations by the end of the working day, on the Wednesday prior to slurry sealing the roadway. All operations for a Monday through Sunday work week shall have notices delivered by the prior Wednesday. The notice to each resident shall be on a format that is acceptable to the Engineer, with all contents of the notice being approved by the Engineer at least three weeks prior to having any slurry seal work performed. No Parking" signs are to be posted at least two working days prior to performing any slurry seal work.

- Plane all buckled pavement flush with existing adjacent pavement after the cleaning process.

- Remove all excess bitumen in bituminous pavement by burning or other method which is to be approved by Engineer.

- Clean all oil stained asphalt surfaces and apply "oil seal" produced by Industrial Asphalt or an approved equal to all oil stained surfaces prior to slurry application.

- Clean all loose materials, silt, vegetation, and other objectionable material on the existing surface by a method as specified or approved by the Engineer. The surface shall be free of water, dust, and foreign materials.

- Before construction starts, all cracks shall be sprayed with "Suppress Herbecide EC" a non-select organic weed and grass killer solution manufactured by Westbride Agricultural Products and a direct kill application (spectrocide) combination or approved equal. The contractor shall apply the organic weed and grass killer solution twice, at two (2) weeks apart from application. If a 3rd application is necessary, all cracks shall be sprayed with "Round-up", a non-select weed and grass killer solution manufactured by Monsanto Company and a direct kill application (spectrocide) combination or approved equal for no additional cost to the City. The Contractor shall remove all weeds and vegetation fourteen (14) days after the chemical application or as recommended by the manufacturer. The Contractor shall assure that vegetation and weeds are completely eliminated.
- To facilitate inspection, the chemical solution shall be mixed with purple dye before spraying. The Contractor shall be directed to spray against those cracks – without purple color appearing – at no additional cost to the City before any construction.

- The weed and grass killer solution shall be applied at a rate as recommended by manufacturer.

- Sweep the surface with a rotary broom to remove all loose material.

- Clean thoroughly by using compressed air to blow out loose material, and then brush with a wire brush to remove more stubborn material from all depressions and cracks not reached by the rotary broom.

- Wash existing pavement; it must be damp but without water standing before slurry.

- May use alternate cleaning methods only with prior approval of the Engineer.

- Remove all existing raised pavement markers (RPM) including reflective markers.

- Remove by wet sandblasting, or by hand-operated grinder, all existing and/or visual striping and pavement markings prior to the application of the slurry seal. Temporary striping marking shall be placed and maintained until the final striping and markings are placed.

- Remove by hand-operated grinder all existing and/or visual thermoplastic markings including markings, striping, and crosswalks prior to the application of the slurry seal.

- Furnish and maintain temporary markings until the final striping and markings are placed.

- Immediately ahead of the mixer for slurry seal, pre-water the pavement by a pressure water distribution system equipped with a fog-type spray bar which will completely fog the surface of the pavement. The surface should be damp but with no free water standing in front of the slurry box.

- Cover any manholes, water valve covers, and brick and concrete crosswalks with heavy removable plastic cover materials to prevent the adhesion of construction materials.

- Remove the tape covering material from manholes, water valves, and brick and concrete crosswalks as soon as the slurry application is completed remove and clean any deposited construction materials on the surface of these exiting structures as soon as possible.

- Coordinate with the City’s Fire Department and obtain their approval before starting any work.

- Be responsible for maintaining location of and access to, all waterline valves during construction.

- Restore traffic delineation prior to opening street to traffic.

- Use only reflective slurry tabs; Non-reflective slurry tabs will not be allowed.

302-4.1.2 OIL SEAL

All accumulation of oil and foreign materials shall be scraped and removed from the asphalt surface prior to the application of oil seal. Any fresh petroleum deposits should be dried using heat prior to application of oil seal.
Oil seal shall be applied per manufacturer's recommendations. Severity of the petroleum stain should dictate the amount of application. Oil seal should be brushed onto the stained surface insuring the total stain is well covered.

302-4.1.3 SLURRY SEAL TYPE II

Slurry seal material and construction shall conform to Sections 203 and 302-4 of the Green Book and the following additions and revisions.

Slurry shall be quickset emulsion aggregate slurry seal cationic (CQS---1h) and shall have an additive oflatex. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of 2.5% percent of the weight of the emulsified asphalt. The cost for the latex additive shall be included in the unit price for no additional cost to the City.

A final report for slurry mix design shall be submitted to the City for verification and all slurry mix design must be tested and approved by the specified laboratory prior to commencing work.

After mix proportions have been determined by the laboratory which has been approved by the City, the Contractor shall place one or more trial mixes either at the job site or at a location where small spreads of the slurry would not be objectionable.

The Contractor shall submit samples of aggregate, emulsion, retardant or accelerator, and the other required substances to the City to verify mix design submitted by the Contractor.

The cement mixing test will not be required for quickset cationic emulsion asphalt.
The aggregate bin shall be calibrated in 2-ton increments in order that an accurate estimate may be made of the amount of material used for each load. Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weighmaster's certificate indicating the net weight capacity of the aggregate bin.

The Contractor shall furnish calibrated vehicle weight scales at the stockpile site for use by the Agency. The portable scales will be utilized for inspection and all mixers shall be weighed prior to transit. All equipment and tools necessary for the field measurement of the emulsion and aggregate by the Agency shall be furnished and maintained by the Contractor.

The Contractor shall be responsible for the initial setup of the weigh scales at the stockpile site and all necessary relocations during slurry seal operations.

The Contractor shall apply the slurry using a minimum of two continuous mixers, one mixer to apply slurry with the other machine is in transit to and from the batch site. The Contractor shall provide a coordinator, at least one competent quickset man one competent driver for the mixer applying slurry, and one shuttle driver for the machine in route to reload. The Contractor shall also provide sufficient laborers for any hand work and clean up required to insure proper progress of work. Transit mix trucks shall not be used.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry outside the limits to be covered. It shall be adjustable to assure a uniform, controlled spread and shall be equipped with suitable drags that will erase ridges. It shall be mechanical or hydraulic type equipped with a steering device.

Prior to any change the Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Insofar as possible, slurry seal shall be applied to cul-de-sac areas and tress shaded areas in the early morning to allow proper curing.

Those areas that cannot be reached by regular spreading machine shall be spread by hand or by a small machine to completely cover those areas within the limitations of construction.

Sufficient water must be use to obtain a mix consistency that is smooth and homogeneous and does not segregate on standing. The water shall not exceed the content specified in the mix design.

Prior to the time of delivery of each shipment of asphalt emulsion, the Contractor shall deliver to the City certified copies of the test report for that emulsion. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate for the type and grade indicated. In addition, samples of each shipment of asphalt emulsion shall be taken upon arrival at the job site and furnished to the Engineer; a minimum of

three of those samples, more if deemed necessary, to be selected by the Engineer shall be tested for continued test reports, the testing required in connection with those reports and all additional resting shall be provided by the Contractor at no cost to the City.

No material from that shipment of asphalt emulsion shall be utilized or employed in performance of the work until the certified test reports and samples of the material have been furnished to, check by, and verified by the Engineer.

If test results do not conform to the requirements of these special provisions, the unacceptable slurry seal shall be removed and replaced at the Contractor's expense. Continued application of slurry will not be allowed until it can be shown to the Engineer's satisfaction that the mix conforms to the approved mix design. The Contractor shall, at the direction of the Engineer, repair and reseal all areas of the streets which have not been sealed properly and completely. No extension of time will be allowed for delays due to repairs, resealing, or improper mix. Any additional tests required by the Engineer prior to continued slurry application and the additional slurry required to correct the previously rejected slurry application shall be at the Contractor's expense.

The approximate rate of application coverage shall be from 1/8" to approximately 3/8" maximum with a coverage of 3/16" desired. For bidding purposes, the Contractor shall assume the application rate of slurry shall be between 1,100 and 1,400 square feet per extra long ton.

The Contractor shall verify weather condition prior to the application of slurry; however, no application shall commence before 8:00 a.m., or after 1:00 p.m. The streets to be sealed shall be closed from the time of application begins until the mixture has achieved sufficient set of 4 to 5 hours to be opened to traffic, or as directed by the Engineer. The full width of the roadway shall be open for use by public traffic no later than 5PM. No residential streets shall be closed to traffic before 8:00 a.m. or after 5:00 p.m.

If lumping, ball, or unmixed aggregate is observed, the slurry shall be removed from the pavement. It shall also be removed if coarser aggregate particles settle to the bottom of the mix. Streaks, such as those caused by oversized aggregate, shall be repaired at once with a hand squeegee.

No longitudinal or transverse streaking, bleeding (flushing), or loss of cover aggregate shall be accepted after application. Under the direction of the Engineer, Contractor shall remove all rejected areas and repair them to the acceptable degree by the Engineer. All cost for correction work shall be borne by Contractor.

The streets to be sealed with slurry shall be sealed from edge of pavement to edge of pavement.

Excessive build-up causing unsightly appearance shall not be permitted on longitudinal or transverse joints. Unless otherwise approved, the overlap at joints will not be less than 1" or greater than 3" and shall be feathered. Joints between asphalt pavement and

concrete pavement and/or concrete gutters shall be completely and neatly sealed without excessive overlap onto concrete; any unsightly and objectionable excess shall be immediately removed as required.

The start and finish of a slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material, approved by the Engineer, on the pavement surface. After application of slurry, the paper shall be removed, leaving a straight edge.

All cul-de-sacs the Contractor shall slurry seal first to allow an extended cure time for the cul-de-sacs locations. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at its expense.

The finished surface of the slurry seal shall be at least as smooth as the original pavement surface. Any corrugations on the surface creating vibrations noticeable by passengers in an automobile driving over the slurry sealed surface at legal speeds will result in rejection of the slurry seal construction.

Following curing of the applied slurry, the roadway shall be uniformly black in color and shall exhibit no streaking. Where the completely slurry is not uniform in color, the slurry application will be rejected. Any overlap onto concrete gutters is unacceptable and shall be removed immediately. All curbs, gutters, sidewalks and driveways shall be maintained free of loose aggregate and shall be swept as necessary or as directed by the City Engineer. Any stains resulting from the slurry sealing or paving shall be removed to the City's satisfaction. Any slurry seal application that has been rejected will be removed by cold planning to the original pavement. A new slurry seal application shall then be placed on the pavement. Any Pavement of slurry seal rejected shall be removed and replaced with the cost borne by the Contractor.

The Contractor shall be responsible for covering all asphalt pavement surfaces with an application of slurry seal in designated areas. This will include, but not be limited to, asphalt pavement directly adjacent to edges of structures, fences, walls, planters, walkways, driveways, lawns, and porches. The Contractor shall prevent the slurry seal from being deposited on any of these facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured slurry from vehicular traffic. Any damage to the uncured slurry shall be the responsibility of the Contractor.

The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials or any other inconsistency as the work progresses. All discrepancies encountered in the application of slurry shall be immediately corrected to the satisfaction of the Engineer.

Upon Completion of each working day, the Contractor shall clean up the street or roads including all utility covers and all ground occupied by him in connection with the work. All work performed by the Contractor shall be left in a neat and presentable condition.

At the end of each day's work and at other times when construction operations are completed or suspended, all equipment and other obstructions shall be removed from the roadway.

Any slurry seal repair work performed by the Contractor shall be reviewed and approved by the Engineer. The cost of any repair work and removal of the damaged slurry seal shall be borne by the Contractor.

302-4.1.4 CRACK SEAL

This work shall consist of sealing all transverse and longitudinal cracks, and/or combination thereof, routing grooves along random cracks; and placing sealing material in the grooves, and as directed by the Engineer.

302-4.1.4.1 Material

Grooves for transverse and longitudinal cracks, and/or combination thereof; shall be cut, to the dimensions as stated, with concrete saws equipped with diamond blades. Each groove shall be cut in one pass of the saw.

Grooves for sealing random cracks shall be routed by any method that will produce a groove of the approximate shape and dimension as stated.

Joint sealant shall conform to the requirements of ASTM Designation: D 3405 as modified herein or to the following:

> Joint Sealant shall be a mixture of paving asphalt and ground rubber. Ground rubber shall be vulcanized or a combination of vulcanized and vulcanized materials ground so that 100 percent will pass a No. 8 sieve. The mixture shall contain not less than 22 percent ground rubber, by weight. Modifiers may be used to facilitate blending.
>
> The sealant shall have a Ring and Ball softening point of 135 °F minimum, when tested in accordance with AASHTO Designation: T 53.
>
> The material shall be capable of being melted and applied to cracks and joints at temperatures below 400°F. When heated, it shall readily penetrate grooves ¼ inch wide or wider.

Section 4.2 of ASTM Designation: D3405 is modified to read:

> Penetration at 77°F. (25°C), 150g, 5s, shall not exceed 120.

Section 4.5 of ASTM Designation: D3405 is modified to read:

> Resilience – When tested at 77°F. (25°C), the recovery shall be a minimum of 50 percent.

Each lot of joint sealant shipped to the job site, whether as specified herein or conforming to ASTM Designation: D 3405, as modified herein, shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, and shall be accompanied with storage and heating instructions and cautions.

Immediately prior to placing bond-breaker, or, in the case of random cracks, sealant, the joint, or routed crack, shall be cleaned by blast cleaning or by hand methods and then cleaned with high pressure air fets to remove all residue and foreign materials from the groove. Joint and routed crack surfaces shall be fry at the time the sealant is applied.

A bond-breaker of a shape and material recommended by the manufacturer of the sealant, or as approved by the Engineer, shall be placed in the groove of transverse of longitudinal joints, and/or combination thereof.

Joint-Sealant materials shall be heated and placed in conformance with the manufacturer's written instructions and the details shown on the plans. Joint-sealant materials shall not be placed when the pavement surface temperature is below 50°F.

The finished joint sealant shall be bonded to the faces of the joint groove. There shall be no separation or opening between the sealant and the faces of the joint groove, and there shall be no crack, separation, or other opening in the sealant.

302-4.1.4.2 Equipment

Router: Shall be so designed to follow random cracks accurately and in accordance to the requirements of the specifications and current Environmental Agency standards.

Compressor: An air compressor capable of a minimum of 85 to 150 cfm shall be used.

Asphalt-Rubber Sealant Machine: Shall have an oil jacketed pump heat transfer oil circulation system with a minimum of 200 gallons and an agitation system. There shall be a positive pumping system on the machine. The machine shall have a minimum melting capacity of 100 gallons per hour.

302-4.1.4.3 Application

Routing: Crack seal shall be applied to all cracks equal to, or greater than ¼" wide. Random cracks equal to or greater than 1/8" wide up to and including cracks 1/4" wide will be routed to a minimum width of 1/4" wide and 1/2" deep, and cracks greater than 1/4" wide up to and including cracks of 3/4" wide shall be routed to a minimum width of

3/4” wide and 3/4” deep by mechanical means. Cracks greater than 3/4” wide shall be blown with compressed air of not less than 100psi. Cracks less than 1/8” wide shall not be sealed under this work..

The Contractor shall protect all existing utility covers, survey monuments, traffic detector loops and pull boxes during the routing operation and shall repair or replace any damaged facilities to its original condition. The existing facilities shall include but not be limited to the above items.

Removing: All routed material, dirt, vegetation, and foreign debris shall be blown and/or removed from the cracks including alligatoring cracks prior to the end of each work day. All cracks shall be free from moisture, all dirt, routed material, vegetation and foreign debris.

Crack Filling: The routed and cleaned cracks shall be filled with specified sealant from the bottom up to the surface in such a manner which does not result in sealant bridging or entrapped air pockets. (With larger cracks, settlement and temperature shrinkage may occur, thus requiring a second application to bring the material up to surface). Immediately after material installation, the material shall be squeegeed as level as possible. Poorly squeegeed material and crack filled material that separates from the crack shall be rejected. Because of the nature of the material, there may be variance above or below the pavement level. Alligatoring crack areas shall also be entirely covered with crack seal material.

Sweeping: Following slurry seal operations, streets shall be swept with a power vacuum sweeper. The Contractor shall perform vacuum sweeping of all slurry sealed streets a minimum three (3) times: twenty-four (24) hours after application of the slurry (or the following Monday if applied on a Friday) and for period of two (2) weeks after application of slurry seal to remove all accumulations of loose material and maintain streets in a “ravel free” condition. The Contractor shall make complete (curb-to-curb) passes on all scheduled sweeps. Where commercial street sweeping vehicles cannot remove loose material, including but not limited to driveways, sidewalks, and curb ramps, hand sweeping or equal shall be performed. The frequency and location of sweeping will be on as needed basis as determined by the Engineer for no additional cost to the City.

Two weeks following the completion of slurry seal operations, the Contractor shall repair all power steering marks, rough seam lines, and any other defects as directed by the City Engineer.

Miscellaneous: Spillage resulting from hauling operation along or across any public traveled way shall be removed immediately by the Contractor at its expense.

The Contractor shall prevent the crack seal materials from being deposited on all existing facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured crack seal materials from vehicular traffic. Any damage to the uncured crack seal materials shall be the responsibility of the Contractor.

The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials or any other inconsistency as the work progresses. All discrepancies encountered in the application of crack seal materials shall be immediately corrected of the satisfaction of the Engineer.

Upon completion of each working day, the Contractor shall clean up the streets or roads including all utility covers and all ground occupied by him in connection with the work. All work performed by the Contractor shall be left in a neat and presentable condition.

Temporary markings shall be placed and maintained until the final striping and markings are placed.

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

At the end of each day's work and at other times when construction operations are completed or suspended, all equipment and other obstructions shall be removed from the roadway.

302-5 ASPHALT CONCRETE PAVEMENT

[Add the following within each Subsection:].

302-5.1 General

Asphalt Concrete (AC) shall conform to Section 203-6 of the Standard Specifications, with Section 92, "Asphalt" of Caltrans Standard Specifications and Special Provisions, and as modified herein.

- AC base course shall be Type III-B2-PG-64-10 (3/4" sieve size).
- AC leveling course shall be III-D-PG-64-10 (3/8" sieve size) (up to 0.08 foot thick).
- AC surface course shall be Type III-C3-PG-64-10 (1/2" sieve size) and at least 0.16 foot thick.

All areas for reconstruction and leveling shall be marked in the field by the ENGINEER.

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

Sub-grade preparation shall conform to Section 301-1 of the latest edition of the Standard Specifications for Public Works Construction.

Unless otherwise directed by the ENGINEER, the finished surface of the new leveling course shall be 2-inches thick at the center/crown of roadway, tapering to 0 inches thick approximately one foot from the edge of the gutter lip.

Finished surface of the new pavement shall be flush with the edge of the gutter, if there is a bike lane or crosswalk with curb ramps (A.D.A. path of travel). The finished surface of the new pavement shall be 3/8” higher than the edge of the gutter for all other conditions.

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

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new A.C. material.

At least 24 hours of “cool off” time shall occur between A.C. lifts.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise noted below, there are no special equipment requirements, the contractor shall comply with all provisions of the latest edition of the Standard Specifications for Public Works Construction.

302-5.2 Not Used

[Replace with the following:].

302-5.2 Asphalt Removal and Replacement

The Contractor shall remove the existing AC pavement section down to the elevation as depicted on the Plans. All work shall comply with the applicable sections of the Standard Specifications as required.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications.
The Contractor shall replace and compact the aggregate base section to the required elevation as specified on the Plans. The aggregate base material shall be ¾” CMB and conform to Section 200-2.4 “Crushed Miscellaneous Base” of the Standard Specifications.
The existing AC pavement shall be saw-cut to full depth to provide a clean, neat, and straight pavement break. Then the join between the existing pavement and the new pavement shall be sealed. A layer of tack coat shall be applied to all vertical-cut faces and between subsequent HMA lifts.

All excavated material shall be hauled and disposed of by the Contractor in accordance with these Special Provision and Standard Specifications.

The Contractor can elect to bring the entire AC Base Course to the existing finished grade prior to cold milling operations.

302-5.4 Tack Coat

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

302-5.5.1 Surface Preparation

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom. All striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work.

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

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

302-5.6 Rolling

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

Pneumatic rollers shall not be used without prior approval of the Engineer. The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Subgrade preparation shall conform to Section 301-1 of the Greenbook, and shall be included in the unit price bid for "Asphalt Concrete."

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or an approved equal device for use in obtaining constant cross-slope and maximum joint quality.

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines and transition the last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.
Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the Engineer at no cost to the City.

302-5.8 Not Used

[Replace with the following:].

302-5.8 FORTA-FI® Fiber-Reinforced Asphalt Cement Concrete

The following are the manufacturer's (FORTA Corporation) specifications for the FORTA-FI® Fiber-Reinforced Asphalt Cement Concrete. Any questions should be addressed to the manufacturer as provided here in subsection 2.1. *Substitutes for this fiber-reinforced product must be equal or better and approved by the ENGINEER.*

1.1 Submittals:
- A. Submit copies of manufacturer's literature for fibers including:
  1. Product data
  2. Brochures
  3. Written instructions to suppliers
  4. Written instructions to installers
  5. Material safety data sheets (MSDS)
- B. Submit copies of certificate prepared by asphalt material supplier, stating that the specified fibers were added to each batch of asphalt delivered to the project site. Each certificate should be accompanied by one copy of each batch delivery ticket indicating product name, manufacturer and quantity of fiber-reinforcement added to each asphalt load.

1.2 Quality Assurance:
- A. Fiber Manufacturer to provide technical assistance from design through construction for use of fiber reinforcement.

1.3 Delivery, Storage, and Handling:
- A. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
- B. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
- C. Store materials covered and off the ground. For ease of handling, do not allow boxers to become wet.

2.1 Manufacturer's Information:

FORTA Corporation
100 FORTA Drive
Grove City, PA 16127
(800) 245-0306
www.fortacorp.com
www.forta-fi.com

2.2 Materials:

A. FORTA-FI® [Hot-Mix Asphalt (HMA), Warm-Mix Asphalt (WMA), and Hot / Cold-Patch (PAT)] fiber-reinforcement with virgin polyolefins and virgin aramids.
B. Fiber-Reinforcement: FORTA-FI® fibers with the following typical physical properties:
    1. Nominal Specific Gravity (Bulk Relative Density): 0.91 and 1.44
    2. Nominal Material Types: Virgin Polyolefins and Virgin Aramid
    3. Maximum length: 0.75-inch
    4. Match fiber blend of materials to application installation types:
        i. Hot Mix Asphalt is designated blend HMA,
        ii. Warm Mix Asphalt is designated blend WMA, and
        iii. Patching is designated blend PAT

2.3 Batching and Mixing:

A. To avoid the formation of fiber balls or not mixed fibers, add sealed plastic bags of fibers into the mixer.
B. Add fiber-reinforcement at 1.0 pound per ton (lb / ton).
C. Order product for Pub Mill Mixers for minimum batch size regarding tons per batch to pounds per bag of product.
D. Order Product for Drum Type Mixers and the anticipated production rate of tons per hour (typically seconds per ton, dosage timing) regarding one-pound per bag of product.
E. Order fiber-reinforcement materials for one-pound per ton of asphalt materials and allowing for overages, production, and occasional errors based on past experience.

2.4 Pub Mill Mixers and Mixing Operations:

A. Ensure adequate start, stop, and dosage change information is easily communicated between batch control operations and fiber addition activities.
B. Add complete bags of fibers just before aggregate is discharged into the pug mill mixer.
C. Immediately before or immediately after the dried aggregate is added to the pub mill, the bags of fibers should be added and discharged into the pug mill with the aggregate.
D. Add complete bags of fibers at the general nominal batch size agreed to by operations and mixture design specifications.
E. Do NOT open the bags and add or discharge into the pub mill.
F. Dry mixing proceeds for the standard length of time as specified in the mixture design specifications.
G. The proper quantity of bitumen (asphalt cement, liquid) is added to the pub mill and wet mixing proceeds for the standard length of time as specified in the design mixture specifications.
H. The asphalt batch is accumulated and discharged normally.
I. The asphalt batch is discharged to a haul vehicle or storage.

2.5 Drum Type Mixers and Mixing Operations:

A. Ensure adequate start, stop, and rate change information is easily communicated between drum control operations and fiber addition activities.
B. Add complete bags of fiber at a point in the mixing process after fines collection and before the addition of liquid asphalt.
C. Add fibers after the fines collection to ensure the fibers do not clog filters.
D. Add fibers before the liquid asphalt addition.
E. Add complete bags of fibers at the general nominal rate agreed to by operations and mixture design specifications.
F. Do NOT open the bags at any point in the loading process.
G. Mixing should proceed for the standard length of time as specified in the mixture design specifications.
H. The proper quantity of bitumen (asphalt cement, liquid) is added to the drum and wet mixing process for the standard length of time as specified in the mixture design specifications.
I. The asphalt batch Is accumulated and discharged normally.
J. The asphalt batch is discharged to a haul vehicle or storage.

3.1 Placement:

A. Discharge fiber-reinforced asphalt cement concrete into locations as directed and in accordance with the project.
B. Place asphalt cement concrete in accordance with the provision of other sections and with additional instructions as follows.
C. Avoid over-using long tine rakes or other tools that will align fibers or disrupt the homogeneous, uniform 3-dimensional, fiber dispersion when moving asphalt cement concrete.
D. Using a lute, “come along,” or a flat tined pitch-fork (potato fork) may be useful for moving asphalt cement concrete.
E. Remove any observed fiber balls from mixture if they occur.
F. Adjust operations regarding any observed fiber balls.

3.2 Compaction:

A. Verify timing for initial and final compaction rather than just a visual determination.
B. Hand Compaction / Finishing: Use appropriate tools as required.

302-7 PAVEMENT FABRIC

302-7.1 General

[Add the following:].

302-7.2 Placement

The Contractor shall place subgrade stabilizing fabric upon the prepared subgrade. The subgrade shall be scarified and compacted prior to the placement of the fabric. Care shall be taken not to overwork the subgrade.

The subgrade fabric shall be *Mirafi 600X* or approved equal and shall be placed on entire subgrade areas before placing asphalt concrete (A.C.) base course. Overlap shall be 48-inches. The contractor shall follow the manufacturer’s recommendations for installation of the fabric.

Furnish and place engineering fabric in accordance with Section 302-7 of the Standard Specifications.

The engineering pavement fabric shall conform to Section 213-1 of the Standard Specifications.

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 General

[Add the following:].

Asphalt Rubberized Hot Mix (ARHM) shall conform to Section 203-11 of the Standard Specifications and as modified herein.

- The Asphalt Rubber Hot Mix Surface Course shall be Gap-Graded ARHM-GG-C-PG 64-16 (1/2” sieve size) and at least 0.15 foot thick

Finished surface of the new pavement shall be flush with the edge of the gutter for entire project area.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

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

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise specified herein, there are no special equipment requirements to perform the work and the contractor shall comply with all equipment specifications of the Standard Specifications.

302-9.2 Tack Coat

[Add the following:].

Prior to placing the ARHM surface course, all receiving surfaces shall be cleaned by blowing air, water and/or broom. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

302-9.3 Distribution and Spreading

[Add the following:].

At least 24 hours of “cool off” time shall occur between A.C. lifts.

All temporary striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching.

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

302-9.6 Manholes (and Other Structures)

[Add the following:].

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

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work and comply with these Special Provisions.

The Contractor shall measure the bridge height clearance at the SR 73 north and south bridges after placement of the AC leveling course at the specified roadway location to confirm that the min. 15’-0’ clearance will be achieved after placement of final surface course. Contractor to measure the final height from same location to confirm min.15’-0” clearance after final placement and compaction of surface course. If the measurement reduces the min. 15’-0” clearance, the Contractor shall be required to grind and re-pave the non-conforming area until compliance has been achieved and accepted by the ENGINEER.

The Contractor is directed to Section 403 within these Special Provisions with respect to raising, adjusting or reconstructing utilities to grade.

302-5.6 Rolling

302-5.6.1 General

[Add the following:].

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Pneumatic rollers **shall not be used** without prior approval of the ENGINEER.

302-9.5 Joints

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

302-9.8 Measurement

[Replace the first Sentence with the following:].

ARHM shall be measured by the TON

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General

[Replace the entire Subsection with the following:].

Concrete curbs, walks, gutters, spandrels, cross gutters, alley intersections, access ramps, and driveways shall be constructed of Portland cement concrete and comply with Section 201-1 of the Standard Specifications. The following class of concrete shall be used per each type of improvement:

- Curb and Gutter, Spandrels, Cross Gutters, Alley Intersections, and Driveways – **560-C-3250.**
- Sidewalks and Access Ramps – **520-C-2500**

The following AC type and Crushed Miscellaneous Base (CMB) shall be used with respect to each type of improvement:

- Asphalt Concrete Base Course shall conform to Section 302-5 of these Special Provisions.
- Crushed Miscellaneous Base (CMB) shall be ¾" fine and comply with Section 200-2.4 of the Standard Specifications.
- AC Sidewalk – Surface Course (Type III-C3-PG64-10 (½" sieve size)) in conformance with Section 203-6 of the Standard Specifications.

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

CITY Standard Drawings

The following CITY Standard Drawings shall apply or per the direction of the ENGINEER:

- Curb and Gutter shall conform to Nos. 312 and 314.
- Concrete Sidewalk shall conform to Nos. 411, 412, and 413, (and 414 where necessary). 4" Min PCC/4" CMB.
- Driveways shall conform to Nos. 313, 513, and 514.
- Cross-gutters shall conform to No. 415 or per Standard Plan No. 122-2 or 123-2 in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans.

Caltrans Standard Plans

The following Caltrans Standard Plans shall apply:

- Americans with Disabilities Act (ADA) Access Ramps - Construction shall conform to Caltrans Standard Drawing No. A88A adjusted to meet the latest ADA regulations and requirements. The width of the wheel chair access ramp "W" shall be a minimum of five (5') foot wide.

303-5.1.1 a) ADA Access Ramps

The Contractor shall inspect the location of the Access Ramps to be re-constructed prior to beginning the work to determine the appropriate Caltrans Standard Plan Ramp Case to be constructed. If the work entails removing and replacement of existing concrete sidewalk outside the ramp work limit area as identified in these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

The Contractor shall construct all necessary variable height-retaining curb at the back of the curb ramp as well as other retaining curb, if required, pursuant to the appropriate Caltrans Standard Plan ADA Ramp Case as determined by the Contractor and accepted by the ENGINEER. The Contractor shall relocate all street signs effected by the ramp construction to a condition equal to or better than existing.

The detectable warning surface shall be Armor-Tile replaceable truncated domes or approved equal. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to the start of construction. The color shall be **yellow**. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the ENGINEER.

The Contractor shall ensure safe passage by pedestrians during the ADA ramp construction and afford one safe crossing of the street at all times. The Contractor shall set-up all required signage and barricades within the work zone to provide safe pedestrian passage.

AC Tie-in

The Contractor shall saw cut, remove, and reconstruct a minimum of a two (2) foot width (slot patch) of adjoining structural section of the pavement to the limits of the ADA Ramp construction (BCR joint to ECR joint). The AC structural section to be replaced shall be 8” AC Base Course/8” CMB or 12” full depth AC Base Course with compaction as required by the Standard Specifications.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete ramp, a one-foot (1’) adjoining pavement section shall be removed and replaced with a structural section of 4” AC Surface Course/4” CMB.

Curb and Gutter

The Contractor shall sawcut and remove existing curb and gutter, and construct either Type "C-6” curb and gutter or "C-8" curb and gutter pursuant to the existing curb and gutter condition conforming to the CITY Standard Drawing No. 312, rolled curb and gutter and/or modified curb and gutter at locations marked in the field by the ENGINEER or as designed on the Plans.

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

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

Removal of the Concrete Curb and Gutter and AC shall conform to Section 401 “Removal” of the Standard Specifications.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed, as part of the access ramp construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions and Standard Specifications at no additional cost to the CITY.

Other Existing Facilities and Obstructions

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations at no additional cost to the CITY.

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

The Contractor shall mark, protect, adjust, and re-set all utility boxes/vaults within the reconstructed area. Additionally, the Contractor shall replace any existing marked, labeled or stamped concrete on the face of curb of existing utilities, which include, but not limited, to water, sewer, gas, etc.

303-5.1.1 b) Curb and Gutter

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

303-5.1.1 c) Concrete Sidewalk

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to these Special Provisions and as shown on the Plans. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements. Prior to initiating the work outside the City rights-of-way, the City will obtain the necessary right of access documents from the private property owner.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete sidewalk, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 4" AC Surface Course/4" CMB.
The Contractor shall inspect the location of the concrete sidewalk work area to be re-constructed prior to beginning the work. If the work entails removing and replacement of existing concrete sidewalk outside the work limit area as depicted within these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed as part of the concrete walkway construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions, Standard Specifications, and as directed by the ENGINEER at no additional cost to the CITY.

The Contractor shall place new sod or seed and top soil to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations. The Contractor may be directed by the ENGINEER to sod or seed other areas as necessary in conformance with these Specifications.
Top Soil shall be Modified Class "A" Topsoil and shall consist of 80% content of Class "A" Topsoil per the Standard Specifications and 20% content of processed wood product of type "I" organic soil amendment per the Standard Specifications.

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations. Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 400-1 of the Standard Specifications.

The Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust the heads to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe sizes to match existing, but no less than ½" schedule 40, PVC pipe, to tie into existing pipes. New sprinkler heads shall be equal to or better than existing inclusive of all appurtenances. All work shall conform to the applicable sections of the Standard Specifications and as directed by the ENGINEER.

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

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

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

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

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

Other Existing Facilities and Obstructions

Contractor shall adjust to grade existing water meter boxes (WM) to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes shall be removed and replaced by the Contractor, contact Mesa Water District to obtain and pickup new WM box. WM box shall be furnished to the Contractor at no cost.

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section, if applicable). The Contractor shall provide a new post in case the existing one cannot be saved as determined by the ENGINEER in the field.

The Contractor shall relocate any street signs, which interfere, or conflict with construction of the sidewalk. A minimum 4-foot wide path of travel shall be required.

Sidewalk obstruction flare construction shall be per City Standard Drawing No. 413 or as shown on the Plans or as depicted within these Specifications.

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

303-5.1.1 d) Concrete Cross-Gutter

Contractor shall sawcut and remove existing improvments and reconstruct cross-gutter conforming to City of Costa Mesa Standard Drawing No. 415 or per Standard Plan No. 122-2 or 123-2 in the “Standard Plans for Public Works Construction,” also known as the A.P.W.A. Standard Plans, and applicable sections of the Standard Specifications, as directed by the ENGINEER.

Eight (8) inches of Crushed Miscellaneous Base (CMB) shall be required under all new cross gutters.
Concrete shall be class 560-C-3250. (High early strength concrete mix)

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the The “Greenbook,” and as directed by the Engineer. The sieve size shall be ¾” (fine).

New improvements shall be constructed to grades as indicated on the plans to provide a proper flow line with the existing improvements as indicated on the plans.

303-5.1.1 e) Concrete Driveway Approach

Contractor shall sawcut and remove existing improvments and construct P.C.C. Driveway Approach per City of Costa Mesa Standard Drawing Nos. 313, 513, and 514

and also to Standard Plan No. 110-2, Type “B” in the “Standard Plans for Public Works Construction,” also known as the A.P.W.A. Standard Plans. All work shall conform to the applicable portions of Section 303-5 of the Standard Specifications. Six (6) inches of Crushed Miscellaneous Base (CMB) shall be required under all new driveways.

The Contractor shall adjust all existing utility boxes and conduit, or water meter boxes within the new driveway approach, to its new finished grade, and the adjustment shall be included in the bid price per square foot of Residential Driveway or Commercial Driveway. Removals and/or relocations necessary for driveway construction are to be paid as part of this bid item, except where a separate bid item exists for a stated removal or relocation item of work.

Concrete shall be class 560-C-3250.

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the The “Greenbook,” and as directed by the ENGINEER. The sieve size shall be ¾” (fine).

If there is existing asphalt concrete adjoining into the new concrete driveway approach, a one-foot (1’) adjoining pavement section shall be removed and replaced with a structural section of 6” AC Surface Course/6” CMB.

Asphalt concrete for slot paving shall be ¾” for base course and ½” for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).

Soils and aggregate tests shall conform to State of California test methods which may be substituted for designated ASTM test methods as noted herein. Laboratory maximum density tests shall be per Method 2 of Subsection 211-2.1. The correction for oversize materials as stated in Test Method No. California 216 shall be replaced with Note 2 of ASTM D1557.

New improvements shall be constructed to grades as indicated on the plans to match existing improvements and field condition with proper grade to form a safe and smooth riding surface.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

[Replace the entire Section with the following:].

314-1 GENERAL

The striping, markings and signing shall be reinstalled at existing locations in accordance the latest edition of the State of California Standard Plans and Specifications, City Details for Striping and Markings, as modified within these Special Provisions, and as specified by the ENGINEER. The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

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

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performances.

The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the Engineer prior to removal operations.
Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS

314-2.1 General

All striping must be removed by the wet sandblasting method with immediate cleanup of residue. No "blacking out" or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations. Reflective striping tape may be used, except that it shall not be applied to final surfaces. It shall be completely removed from all surfaces prior to placement of subsequent work.

All pavement markers shall be removed without damaging the pavement.

314-3 TEMPORARY STRIPING, SIGNING, RAISED PAVEMENT MARKERS

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.
Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the ENGINEER for approval prior to placement.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

314-4 PERMANENT STRIPING AND PAVEMENT MARKERS

314-4.1 Surface Preparation

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

314-4.2 Premarking

If the markings are not visible, the Contractor will be required to premark each installation prior to the application of the material. Where no existing markings are in place, the Contractor shall place the new pavement markings where directed by the Engineer.

314-4.3 Striping Standards

The Contractor shall conform to the following requirements:

1. All traffic lines shall conform to the Caltrans Standard Plans and Standard Specifications, (latest edition) and any amendments thereto, and these Special Provisions.

2. City standards are provided for Stop Legends, Stop Bars, Crosswalk striping within Appendix B of these Specifications.

3. The Contractor shall install traffic striping, markings, arrows and messages pursuant to the “Striping/Pavement Marking Chart” and sketch where provided. All work and materials shall conform to the requirements of Caltrans Standard Specifications (latest edition).

4. The following striping details shown in Caltrans Standard Plans A20A-D and A24A-E shall be routinely used for traffic lines.

Line	Detail	Pavement Marker Info
Yellow Centerline (Residential)	2	Type D
Double Yellow (Residential)	22	Type D
Skip White	9	Type G
Two-Way Left-Turn Lane	32	Type D
Channelizing Stripe	38B	Type G
Lane Drop Stripe	37B	Type C

5. All crosswalks, turn arrows, stop and yield bars and messages, and all other pavement legends except "Bike Lane" shall be installed in thermoplastic.

6. All yellow school crossings shall be upgraded to the Higher Visibility Crosswalk type Continental per 2018 Caltrans Standard Plans, Plan No. A24F. The crosswalks shall be 8 feet minimum using inside dimensions. The blocking shall be 24 inches wide with 24-inch min gaps or as required for alignment for wheel tracks. If the street intersects at an intersection where there is an existing Yellow Crosswalk due to the vicinity of the School, the crosswalk shall be painted and refreshed for the entire intersection. If the cross-street has a different pattern for crosswalk then the Contractor shall confer with the City staff for the direction on installing the appropriate type.

7. Bike lane stripes and messages shall be painted per Caltrans Standard Plan No. A20D, Detail 39 and 39A.

8. The first three (3) raised pavement markers for any white line at an intersection shall be Type "C" for the opposite direction of travel.

9. Two coats of paint shall be applied. The second coat shall be applied seven (7) days following the first application.

314-4.3.1 Thermoplastic Pavement Marking Material

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

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

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

314-4.3.2 Raised Pavement Markers (RPM)

The Contractor shall remove and replace all RPMs in accordance with these project special provisions.

The Contractor shall furnish and install raised pavement markings no sooner than seven (7) days nor later than fourteen (14) days following the final installation of traffic striping, and located pursuant to the striping plans.

314-4.3.3 Blue "Fire Hydrant" Raised Pavement Markers

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The Contractor shall install the raised pavement marker within seven (7) days following the second application of traffic striping paint. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. Two-way Streets or Roads: Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.

2. Streets with Left-Turn Lane at Intersection: Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.

3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

The Contractor shall furnish and install traffic delineation using paint "cat tracking," temporary marking tape, temporary flexible reflective markers, or other approved media immediately as existing stripes are removed, including bicycle lanes, in existing locations or as shown on striping sketch.

The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC.

No painting shall occur until the Engineer has reviewed the cat tracking and approved the striping layout. Changes to the cat tracking shall be performed by the Contractor as directed by the Engineer at no additional cost to the City.

The Contractor shall apply the first application of paint for traffic striping and markings no later than **seven (7) days** following the application of the slurry/ACSC.

The Contractor shall apply the thermoplastic no sooner than **seven (7) days** nor later than **twelve (12) days** following the application of the slurry/ACSC.

All legends, including limit lines, shall be striped within **72 hours** after the street (if applicable) has received the final surface course.

314-4.3.3.1 Truncated Domes or Detectable Warning Surfaces

Truncated domes or detectable warning surfaces shall be installed on existing access ramp surfaces. Detectable warning surfaces shall comply with City Standards and the California Building Code Title 24, and shall consist of vitrified polymer composite, with at least 25% by weight aluminum oxide, nominally 0.20" thick, colorfast and UV stable.

Panels must be anchored to the sidewalk access ramp surface in accordance with manufacturer's recommendations. The color of the panels shall be black except for ramps adjacent to or within one block of a school. Ramps within one block of a school shall have yellow truncated domes. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to start of construction.

Grind Ramp Lip to 0" Curb Face:
On all ramps to be retrofitted with a truncated dome, if an existing lip exists as the bottom of the ramp adjacent to the flowline, the Contractor shall grind the existing curb ramp lip to achieve a 0" curb face. The grind shall be tapered at the edge of the ramp surface, as appropriate, to avoid creating a sharp elevation drop-off and shall be 0" to ½" deep and shall be at least 6" wide in a straight-line-grade. Grades within the grind area shall also be limited to 8.33%. The price of grinding the lip shall be included in the unit price for retrofitting the existing curb ramp.

314-4.3.3.2 Green K71 Self Re-erecting Flexible Marker Posts

Green K71 self re-erecting flexible marker posts shall follow the specifications and details as shown in Appendix "C."

314-4.3.5.1 Painting Curbs

Where existing red, yellow, or other colored curb is removed and replaced, the Contractor shall paint the newly constructed curb (the curb face and top of curb) its original existing color. The paint material shall be water base and shall be Pervo Paint or approved equal. For red colored paint, it shall be Pervo Paint #3123 or approved equal. For yellow colored paint, it shall be Pervo Paint #6003 or approved equal.
All work shall comply with Section 91 of the current Caltrans Standard Specifications. The painting of the newly constructed curbing shall be completed within seventy-two hours after the new curb and gutter has been poured.
Paint residual shall not remain on the sidewalks, gutter pans, or other places beyond the limits of the curb face and the top of curb painted. The Contractor shall remove the paint beyond the limits as soon as possible after the painting is completed.

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

314-4.5 Pavement Marking Guarantee

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

PART 4

EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL

400-1.1 Removal and Restoration of Existing Improvements

Contractor shall remove and restore all existing improvements including but not limited to, removing and installing mailboxes, fences, walls, driveways, bricks, pavers, relocation of existing drain pipe, removing tree roots and restoring planters, sprinklers, and landscaping and irrigation system.

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

400-2 PERMANENT SURVEY MARKERS

[Replace with the following:].

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks 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 licensed to practice surveying, inventory all existing survey monuments and ties and establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction by the Contractor's Surveyor or Civil Engineer licensed to practice surveying. A copy of this inventory shall be submitted to the Engineer.

Submitted documents shall include field notes and sketches which must contain existing information of centerline control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map No. ___, or Tract Map No. _____, and other related information; they must be sealed and signed by the civil engineer or land surveyor registered by the State of California. The monument resetting work shall comply with the Subdivision Map Act, Orange County, California State requirements, and applicable CITY Codes.

[Add the following Subsection:].

400-2.1 CITY Standard Drawings

- Standard Drawing No. 613 or 615.

Any ties, monuments and benchmarks 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 its sureties shall be liable, at Contractor's expense, for any resurvey required due to its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

400-2.2 Survey Monuments

Reset tie monument shall have at least four (4) control points.

The Contractor shall obtain prior approval from the ENGINEER before setting new survey monuments and ties.

New survey monuments shall be set on new pavement surface with a 2.5” (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument.

If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to reset ties and monuments and fails to set new centerline ties, the CITY will hire private professional engineers or land surveyors to perform the work and will deduct such cost from the contract. The deduction shall include the cost of the CITY personnel time involved.

The Contractor must submit a corner record for each monument to the County of Orange for approval. The Contractor shall submit all approved monuments to the CITY before final payment.

The Contractor shall also submit to the CITY field notes and sketches for all existing control ties and monuments to be protected in place. These documents must be signed and sealed by either the Professional Licensed Land Surveyor or Civil Engineer registered (pre-1982) in California.

SECTION 402 – UTILITIES

402-1 LOCATION

402-1.1 General

[Add the following:].

Locations of utilities shown on plans are approximate only and are based on a search of available records.

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 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 402-1.1 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 plans pursuant to its location operations as required under this subsection of the Standard Specifications.

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.

The CONTRACTOR shall notify owners of the utility companies at least two (2) working days in advance of any work (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 Payment

[Replace with the following:].

Payment for utility location by the Contractor shall be included in the bid prices for the various items of work requiring utility location and no further compensation will be allowed.

402-2 PROTECTION

[Add the following:].

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 all applicable sections 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.

402-2.1 Payment

Payment for utility protection by the Contractor shall be included in the bid prices for the various items of work requiring utility protection and no further compensation will be allowed.

402-4 RELOCATION

[Add the following:].

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

AT&T (right-of-way) Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: vk3921@att.com	**Cost Mesa Sanitary District** Mark Esquer, District Engineer 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 241 Email: MEsquer@cmsdca.gov
AT&T Rhonda Clary-Byers (engineer for Costa Mesa) or Doug DiPaolo 3939 E. Coronado St. Anaheim, CA 92807 (o) 714-618-9116 (o) 714-618-9125 Email: rc1315@att.com Email: dd2634@att.com	**Costa Mesa Sanitation District** Nabila Guzmán, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: nguzman@cmsdca.gov
Mesa Water District Phil Lauri 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: phill@mesawater.org	**Orange County Water District (OCWD)** Chris Olsen P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour) Email: colsen@ocwd.com Email: utilityrequest@ocwd.com

Mpower Communications, Inc. Mark Denning 2698 White Road Irvine, CA 92614 (o) 949-864-0296 (c) 949-547-6455 Email: mdenning@telepacific.com	**CA Regional Water Quality – Santa Ana Region** Mark Smythe 3737 Main St., Suite 500 Riverside, CA 92501 (o) 951-782-4130 (c) 951-543-8523 Email: msmythe@waterboards.ca.gov
Orange County Sanitation District (OCSD) Rudy Davila P.O. Box 8127 Fountain Valley, CA 92728 (o) 714-593-7348 (c) 714-593-3301 (24-hour) Email: RDavila@ocsd.com	**Irvine Regional Water District** Kelly Lew 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5586 (p) 949-729-7300 (24-hour) Email: lew@irwd.com
Irvine Regional Water District Brad Jackson (Area Construction Inspector) 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-632-0627 (p) 949-729-7300 (24-hour) Email: jackson@irwd.com	**SCE (Senior Compliance)** Susan Morgan (o) 909-835-7527 (c) 909-835-7527 Email: susan.morgan@sce.com **No pre-construction meeting notices BUT Susan Morgan and Mónica Balderas would like to attend all UTILITY MEETINGS and be made aware of any fee schedule changes.*
Irvine Ranch Water Dist. – Development Services* Christian Kessler, P.E. 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5300 (p) 949-453-5441 Email: kessler@irwd.com **utility requests*	**SCE (Service Planner – Orange Coast S/C)** Damon Humphrey 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0534 Email: damon.humphrey@sce.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Shoreh Zareh P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: szareh@mwdh2o.com	**SCE (Service Planner – Orange Coast S/C)** Mónica Balderas 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-329-2778 Email: monica.balderas@sce.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Kieran Callanan P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: kcallanan@mwdh2o.com	***Reminder*** After facilities are identified on the plans, send the plans to Gail Gardner, and she will forward to SCE's planning department. Send to: gail.gardner@sce.com

SCE (Utility Notice Requests) Kasy Chapman 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0109 (c) 800-611-1911 (24-hour) Email: kasey.chapman@sce.com	**Southern California Gas Co.** Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com
SCE (Base Maps) Kimberly Gurule 1444 E. McFadden Ave., Bldg. "D" Santa Ana, CA 92705 (o) 714-796-9932 Email: maprequests@sce.com* **No pre-construction meeting notices to this address – map requests ONLY.**	**Southern California Gas Co.** Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com
Southern California Gas Co. (Transmission) P.O. Box 2300 Chatsworth, CA 91313-2300 (o) 818-701-4546 Email: SoCalGasTransmissionUtilityRequest@semprautilities.com	**Verizon Business Investigations** 2400 N. Glenville Dr. Richardson, TX 75082 (o) 972-729-6016 (o) 469-886-4238 Email: investigations@verizon.com *2nd Email: chuck.czumak@verizon.com Contact Verizon Business for issues involving: --- Brooks Fiber Properties, Inc. --- MCImetro Access Transmission Srvcs. --- MCI Telecommunications Srvcs --- MFS Telecom, Inc. --- SourtherNet, Inc. / WorldComNetwork Srvc. --- Intermedia Communications, Inc. --- XO Communications
Southern California Gas Co. Richard Clendineng P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-3262 Email: rclendineng@semprautilities.com	**Charter Communications** Don Simons Construction Manager, Zone 8 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-591-4871 Email: don.simons@charter.com
Southern California Gas Co. Peter Serrano P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5067 Email: pserrano@semprautilities.com	**Charter Communications** Utility Research Requests E-mail: DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM

Spectrum Time Warner Cable José Román 12051 Industry St. Garden Grove, CA 92841 (o) 714-591-4846 (c) 657-263-3641 Email: jose.roman@charter.com	**XO Communications** Matt Bergine Engineer IV Specialist-Network Engineering & Operations (o) 949-417-7841 (c) 714-822-6207 Email: matt.bergine@verizon.com
Spectrum Time Warner Cable Main Number 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-709-3390	**XO Communications** Switchboard (o) 703-547-2000
Spectrum Time Warner Cable Jeff Cox Email: jeff.cox@twcable.com **Spectrum Time Warner Cable *utility requests*** Email: west-engineering-relo@twcable.com* **Spectrum Time Warner Cable** Ángel Vega (o) 714-591-4889 Email: angel.vega1@charter.com	**Kinder Morgan** Jordan Neuner (o) 310-628-4350 Email: jordan_neuner@kindermorgan.com Karly Payne, Administrative Assistant (o) 714-560-4604 Email: karly_payne@kindermorgan.com
Spectrum Time Warner Cable Max Sándoval, Construction Coordinator (o) 714-719-9629	**Newport-Mesa Unified School District** Víctor Garza (o) 714-424-5080 Email: vgarza@nmusd.us
OCTA – Stops & Zones Kyle Poff 550 S. Main St. Orange, CA 92863 (o) 714-560-5833 Email: kpoff@octa.net **OCTA (Detour Coordination)** Dispatch: 714-265-4330	**Newport-Mesa Unified School District** Tim Marsh, Administrative Director, Facilities Support Srvcs. (o) 714-4247527 Email: tmarsh@nmusd.us **Newport-Mesa Unified School District** Mary Gray Email: mgray@nmusd.us
OC Fair & Event Center Jerry Eldridge, Director of Facilities (o) 714-474-5983 Email: JEldgridge@ocfair.com	**DIGALERT.ORG** (24-HR) 811 2 days before digging.

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

[Replace the Section Title with the following:].

SECTION 403 – MANHOLE AND VALVE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

[Replace with the following:].

Contractor shall adjust existing manholes and water valves to grade conforming to all applicable sections of the latest edition of the Standard Specifications, Mesa Water District (MWD) Standards, and to the provisions of the City of Costa Mesa Standard Plans.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the ENGINEER, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the CITY for utility cuts in pavement.

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

[Replace entire Subsection with the following:].

403-3 MANHOLES AND VALVES IN ASPHALT CONCRETE PAVEMENT

[Replace with the following:].

403-3.1 Storm Drain and Sanitary Sewer Manholes

All Storm Drain (SD) and Sanitary Sewer (SS) Manholes are to be protected from debris prior to construction and shall be thoroughly cleaned of any construction debris, which may have entered the manhole due to the Contractor's operations.

Work shall include the removal or furnishing of grade rings as necessary to adjust the manhole to grade.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be ¼ inches below the finish grade of the asphalt pavement. The asphalt pavement material shall conform to the surrounding pavement and AC pavement requirements of these Special Provisions.

Existing SD and SS manholes shall be adjusted to new pavement grade **48 hours** after paving operation.

The Concrete for the SD and SS manholes shall be **560-C-3250.**

Contractor shall notify the Costa Mesa Public Works Department for coordination of SD manhole adjustments and Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSD) for coordination of SS manhole adjustments at least two working days prior to beginning work.

403-3.1 Water Valves

Water valves shall be protected in place and shall be accessible at all times during construction.

Valve covers shall be marked as to their location by the contractor prior to the placement of the pavement. The contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be adjusted to new pavement grade **48 hours** after paving operation.

Contractor shall notify the respective water district at least 2 working days prior to beginning work. All work adjusting water valve cans and covers to grade shall be inspected and approved by MWD.

Valve boxes shall be checked with a valve key for proper operation.

The Concrete for the valve covers and collars shall be **560-C-3250.**

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations. The Contractor may salvage and utilize all existing caps or sleeves, but shall be required to furnish all sleeve extensions. Any lost caps or sleeves shall be replaced by the Contractor at his cost.

All existing broken water sleeves shall be removed and replaced by the Contractor who shall contact the respective utility to pick up new sleeves for replacement.

SECTION 404 – COLD MILLING

404-1 GENERAL

[Add the following:].

Cold milling of existing asphalt is required to remove damaged pavement and to permit new asphalt pavements to adhere to the existing surface and shall be performed per Plans and in accordance with Section 404, “Cold Milling” of the Standard Specifications, and as modified herein.

The existing asphalt concrete pavement shall be cold milled from the finished surface to a depth of two **(2)** inches from edge of gutter to edge of gutter. The final depth, width, length and shape of the cut shall be 2” below the lip of gutter as indicated on the Plans. The final cut shall result in a uniform surface conforming to the typical cross section(s) except as otherwise directed by the ENGINEER. Except as otherwise called for on the Plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the ENGINEER.

The existing asphalt concrete pavement shall be header cut at a depth of (2) inches below the existing pavement, ranging from the edge of gutter to (7) foot wide, along both sides of the street. The limits will be marked in the field by the Engineer. The work shall comply with Section 302-5 of the latest edition of the Standard Specifications for Public Works Construction.

Burning or heat planning will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

The cold milled material shall be the responsibility of the Contractor to remove and dispose of from the Project limits in accordance with all laws and regulations.

404-1.1 Crack Sealing

Upon completion of the required cold mill depth, the Contractor shall inspect, sweep, and seal all cracks equal to or greater than ¼” wide and equal to or greater than 1” deep as follows:

Clean entire crack to a depth of up to 1” using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafco as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the manufactures specifications. The crack sealant placed shall be slightly below the cold milled pavement surface to avoid over-application and wicking through the new AC surface during compaction of the AC Base and Surface Course lifts. Deep cracks greater than 1” should be filled with sand and covered with a thin layer of sealant.

The sealant product shall conform to the following specifications:

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.
All holes greater than 4” in diameter that exceed the cold mill depth specified shall be cleaned of loose materials, filled with Asphalt Concrete Type III-B2-PG-64-10 (3/4” sieve size), and compacted to a smooth even surface with the adjacent existing milled pavement prior to placement of the AC Base or Leveling Course.

404-1.2 Existing Facilities

Survey Monuments

Surveyor's street and property line monuments, not scheduled for removal shall be protected in accordance with the Standard Specifications and these Special Provisions.

Utilities

The CITY has made every reasonable effort to locate and mark on the Plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so, therefore, Contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Curb and Gutter

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense.

404-8 DISPOSAL OF MILLINGS

[Add the following:].

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

404-10 PAVEMENT TRANSISTIONS

[Add the following:].

Where required, temporary asphalt concrete ramps shall be installed to meet all current ADA accessibility requirements. Additionally, temporary asphalt concrete shall be placed at all cross-street transition sections, and driveways, as required for grade change conformance tapers.

PART 6

TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL

[Add the following:].

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

600-2 VEHICULAR ACCESS

[Add the following:].

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

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

The Contractor shall use temporary asphalt surfacing at his own expense as required to maintain traffic in a safe and nondisruptive manner. The Contractor shall construct temporary AC ramps to provide safe and driveable access to residents and businesses. Transitional and temporary asphalt concrete shall be removed prior to placement of new AC pavement.

600-3 PEDESTRIAN AND EMERGENCY ACCESS

[Add the following:].

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.

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

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL

[Add the following:].

Traffic control shall also conform with the provision of the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc, within the City Right-of-Way and pursuant to the Caltrans Standard Plans and Specifications within the Caltrans Right-of Way, and the Plans and Specifications.

The Contractor shall perform all work for this Project Monday through Friday, except City observed holidays, and shall be allowed to work from 7:00 a.m. to 3:30 p.m. on residential streets, and from 8:30 a.m. to 3:30 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference), or unless directed otherwise by the ENGINEER. The Contractor may be allowed to work additional hours on Saturdays and Sundays pursuant to and at the discretion of the ENGINEER.

Special Conditions to Traffic Control and Limitations to Working Hours

Lane closures shall be allowed per the traffic control and working hours shown in the City approved Temporary Traffic Control Plan (TTCP). Minor deviations from the requirements concerning hours of work, which do not change the cost of the work, may be permitted by the ENGINEER upon the written request of the Contractor, provided that traffic will be better served and the work expedited. The Contractor shall obtain prior written approvals from the Engineer before adopting such deviations.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TTCP)

[Add the following:].

The Contractor shall submit to the City a complete Temporary Traffic Control Plan (TTCP) in accordance with the Plans, the Standard Specifications, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones (latest edition) within Caltrans Right-of-Way, these Special Provisions and the standards contained in the Work Area Traffic Control Handbook (WATCH) within City Right-of-Way, published by Building News, Inc. (latest edition).

NOTE: Contractor to be aware of the following restrictions to any and all work being performed within the City of Costa Mesa when developing the TTCP, unless otherwise directed by the ENGINEER:

a. Any work within a two (2) block radius of any school will be performed during a school break or on weekends. Contractor shall coordinate work schedule with ENGINEER, prior to commencing of proposed improvements.
b. Contractor is not allowed to perform any work adjacent to the Orange County Fair Grounds from Friday prior to the start of the Orange County Fair to the Monday after the Fair ends. During this time, Contractor shall coordinate with

the Engineer locations of the streets, as specified in the City's Orange County Fair Moratorium Map, prior to commencing of proposed improvements.

c. The Contractor shall not be allowed to perform any work from the Monday before Thanksgiving to the Monday after New Year's Day on Arterial streets, and during the week of any Holiday (Sunday through Saturday) on Residential streets. During this period, all work shall be completed, all travel and/or traffic lanes shall be restored to a safe condition, be fully operational, and shall be opened to vehicular traffic.

d. During elections, no work will be allowed within six hundred feet (600') from polling place including no parking of construction equipment or employee vehicles within said distance of 600 feet.

e. Prior to commencement of any work within City limits, the contractor shall coordinate with the ENGINEER so that the work performed will not interfere with any special events occurring in the City throughout the year.

f. Any night or weekend work shall be approved by the City a minimum of five (5) working days prior to the scheduled construction of the streets affected.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES

601-3.4 Operations and Maintenance

[Add the following:].

The Contractor shall keep the areas adjacent to the Project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated. The Contractor shall be responsible for the project safety on a 24-hour basis each calendar day for the entire duration of the project.

The City will only provide inspection during the designated construction hours Monday through Friday and as approved by the ENGINEER for Saturday and Sunday work in accordance with the work hours defined herein. Any work done without inspection is at the Contractor's risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor.

The Contractor shall protect and preserve all the existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the CITY if damaged by the Contractor.

601-3.5 Signs and Signage

601-3.5.1 General

[Add the following:].

The Contractor shall use illuminated or reflective warning/construction signs at both ends of construction area, and at appropriate locations or as directed by the ENGINEER for the entire duration of the project. Solar powered flashing arrow boards will be required for all lane closures and may be required for other traffic control. In addition to other delineation, the Contractor shall be responsible for the project safety on a 24-hour basis. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the ENGINEER.

In order to minimize interruption to the construction and the inconvenience to the motorists, the Contractor must post traffic control signs at all applicable approaches to forewarn traffic. All signs must be visible and readable to the traffic from a minimum distance of 75 feet.

The Contractor shall install C-18 ROAD CONSTRUCTION AHEAD, C-17 with APPROPRIATE SPEED LIMIT, and C-13 END CONSTRUCTION signage and as required pursuant to the Plans and Specifications.

The Contractor shall furnish, install, post and maintain in place "No Parking - Tow Away" signs of a minimum height of forty-two (42) inches (from ground finish surface to top of sign) on temporary traffic control devices (even if streets have posted "No Parking" signs), which shall be posted at least **72 hours** prior to commencement of roadwork, unless otherwise directed by the ENGINEER. On the sign, Contractor shall print the hours, day(s) and date of closure in two-inch-high letters and numbers. A sample of the completed sign shall be approved by the ENGINEER five (5) working days prior to posting. The signs shall be spaced at a maximum of 50 feet from the street intersection and/or from each adjacent sign and at 200 feet spacing within each alley. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs with all requirements as specified at least 48 hours prior to weekend or holiday begins.

When directed by the ENGINEER, the Contractor shall provide flagmen to direct the traffic, at no additional contract cost to the CITY.

Coordination of Traffic Control with Residents, Utilities, and other Agencies

The Contractor shall complete the following coordination efforts with residents, affected utilities, and other agencies as part of the Temporary Traffic Control work:

a. Scheduling

   The Contractor shall submit the Construction Work Schedule to the CITY for review and acceptance pursuant to Section 6-1.1 of the General Provisions. This schedule shall provide affected residents and businesses ample “on-street” parking within an 800-foot distance from their residence and/or businesses’. Requests for changes in the schedule shall be submitted by the Contractor to the CITY for approval at least three (3) working days prior to the scheduled construction of the streets affected.

b. Notification

Two (2) weeks prior to construction, the Contractor shall be responsible for all notification to the residents and the businesses, and provide project status updates to affected residences and businesses informing them of the pending Project and Scope of Work, unless otherwise directed by the ENGINEER. The Contractor shall submit a resident notification letter to the CITY for approval at least five (5) working days prior to delivery. The Contractor shall hand deliver copies of the approved notification letter and a newsletter (copies provided by the CITY) to the affected residences and businesses prior to the scheduled construction of the streets. This notification letter shall state the date and time of restricted travel on the affected streets. Failure to meet the approved schedule requires that the Contractor immediately notify residents of the cancellation for that day's work and reschedule construction of the affected area at a later date, at no cost to the CITY. Notification of rescheduled work shall follow this same procedure.

Notify the ENGINEER five (5) working days before commencing any work as stated in “a” above.

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

Coordinate with Orange County Transportation Authority to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work, which will affect any of their facilities.

601-3.6.4 Barricades

[Add the following:].

Type I, II, and III barricades shall be used at all approaches, per standards and as directed by the Engineer. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.

601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS

The Contractor shall provide temporary delineation as depicted in the TTCP and as directed and approved by the ENGINEER. Temporary delineation shall include wet nozzle sandblasting of conflicting markings, installation and removal of temporary centerlines or lane lines, detour signing, barricading, replacement of traffic lines, and markings in their proper locations upon termination of the detour phase.
Provide temporary travel lane delineation, as required, at all times. Temporary flexible reflective stick on markers (slurry markers) may be applied.

Any locations yielding a situation that is not considered driveable by the ENGINEER shall be resolved by the Contractor at the direction of the ENGINEER. The Contractor shall not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action.

Provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line, which is obliterated by construction for a distance longer than 65 feet.

601-4.3 Removal

[Replace with the following:].

Removal shall conform with Section 314-2 of these Special Provisions.

The Contractor shall provide the first coat of permanent traffic restriping in accordance with Section 314 of these Special Provisions.

601-4.4 Measurement
601-4.5 Payment

[Replace both with the following:].

601-4 4 Measurement and Payment

Measurement and Payment for Temporary Traffic Striping and Pavement Markers shall be in accordance with Section 314-2 of the Special Provisions.

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES

601-5.2 Lanes Widths

[Add the following:].

The minimum lane width shall be 10 feet. There shall be a minimum of 5-foot clearance from open excavations deeper than 4-inches, and 24-inches clearance from other obstructions and any excavations less than 4-inches unless authorized by the Engineer. The clearance requirements from open excavations may be reduced if K-railing (if the contractor so chooses) with crash cushions are utilized; the specification and layout of the K-rails with crash cushions shall conform to Caltrans' standards and shall be approved by the ENGINEER; all costs for K-rails and crash cushions shall be borne by the Contractor.

PART 8
LANDSCAPING AND IRRIGATION
SECTION 801 – INSTALLATION

[Add and/or replace the following:].

801-4 PLANTING

801-4.5.1 Root Pruning and Root Barrier

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

Root removals and barrier installation shall be completed on only one side of the tree where reconstruction is proposed.
Notify the Engineer if an abundant amount of roots has been removed or if roots are two (2) inches or more in diameter that are to be removed.

Root Pruning

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

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

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

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right-of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the

same working day. Repairs and replacements shall be at least equal quality and configuration to existing improvements and shall match them in finish and dimension.

The Contractor shall be responsible for contacting Underground Service Alert (USA) or Dig Alert by dialing “811” for locating underground utilities prior to the beginning of the root pruning operation.

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

Root Barriers

The contractor shall furnish and install root control barrier. The root control barrier shall have a minimum depth of eighteen inch (18”) with a minimum thickness of 0.06”. Root control barriers shall be sixteen feet (16’) long in one continuous piece (preferred). Combinations of pieces shall be one eight foot (8’) panel and two – four foot (4’) panels; eight foot (8’) panel shall be on center of each tree and as directed by the Engineer. Root barriers shall be securely fastened with adhesive at joint points. All materials must be maintained in good condition from delivery to completion of installation. If any defects are found, the defected panes must be removed and replaced at no additional cost to the City. All other details for installation are detailed in the Standard Plan No. 523-2 of the current Standard Plans for Public Works Construction. No root control barriers are needed around existing palm trees.

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

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

SECTION 131200 – LAKE SUMMARY OF WORK

Part 1 – General

1.01 THE REQUIREMENT

A. The WORK to be performed under this Contract shall consist of furnishing parts, tools, equipment, materials, supplies and manufactured articles, and furnishing all labor, transportation and services, including fuel, power, water and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be design/bid/build and require that all work, materials and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the WORK in good faith shall be provided.

B. The WORK will conform to the “Green Book”

C. Contractor shall meet qualifications per section 131202 – LAKE SUBMITTAL. Article 1.07 – CONTRACTOR QUALIFICATION.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. WORK INCLUDED:

Contractor shall provide all labor, materials, appurtenances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all construction activities and operations for the work described in this section, complete, as shown on the drawings or specified herein. The work includes but is not necessarily limited to the following:

1. Contractor shall submit bid for base bid scope (Lake 1 and Lake 2) and deductive bid items (Upper ponds, streams and waterfalls) as indicated on the bidding plans. City will have the option of including (or eliminating) deductive bid items in the construction contract depending on bidding result and available construction budget.
2. Mobilization, Site Fencing and Erosion Protection
3. Construction survey and layout verification of subgrades, lake outline, pipelines and all associated facilities.
4. Capture and Transfer Aquatic Wildlife
5. Demolition of the existing as indicated on the plan include, removing landscape/ trees, removing the trash, debris and stockpile lake sediment for repurpose.
6. Subgrade and grade modifications required for lake work. Finish grades to be as indicated on the plans.
7. Lake liner.
8. Water stop
9. Construction of aquatic planters including installation of required soils and plants.
10. Reinforced concrete veneer where indicated on plans and in stream, and aquatic planters.
11. Decorative stained and sculptured shoreline treatment, boulders inside lakes and streams, Gabion wall.
12. All piping systems including equalizer, recirculation, intake pipe and screen,

and drain pipe.

13. Pump station, chemical dosing system including storage tanks and dosing pumps, appurtenances, fabrication, and installation.
14. Electrical conduits, wiring and hook-up of the control panel, chemical dosing pumps and control systems.
15. Landscape construction includes boulders along lakes and streams, railing along the stream, walkway modification, turf/ grass modification, irrigation pipeline and sprinkler heads modification.
16. Miscellaneous construction as shown on the drawings or required by these specifications.
17. Start-up, testing, training, and operation and maintenance (O&M) manuals
18. AS-BUILTS Drawings: The lake Contractor shall provide the Owner with a red-lined print indicating any and all changes, revisions, relocations, etc. done in the field during construction. As-built drawings shall include product data sheets on all parts and equipment used in the lake mechanical system.
19. Project team definitions:

    a. Client/Owner ("City of Costa Mesa")
    b. Lake Contractor ("Contractor")
    c. Construction Manager ("Construction Manager")
    d. Lake Engineer ("PACE")

1.03 WORK BY OTHERS

A. Where two (2) or more Contracts are being performed at one time on the same Site or adjacent land in such manner that work under one (1) Contract may interfere with work under another, the sequence and order of the WORK in either or both Contracts to the agreement of both contracting entities shall be determined. When the Site of one (1) Contract is the necessary or convenient means of access for performance of work under another, the privilege of access or other reasonable privilege to the CONTRACTOR so desiring may be granted, to the extent, amount, and in manner and at a time that shall be determined. Conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.

B. Interference with Work on Utilities: Cooperate fully with all utility forces or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities, which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering or other rearranging of facilities. Any delays, reduction in work efficiency or hardships incurred shall be identified and resolved to the satisfaction of both parties.

C. Draining water out of lakes shall be done by the City. Contractor shall coordinate with the City for lake draining schedule.

1.04 USE OF SITE

A. Use of the Site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities and field offices.

B. All or part of the existing Site may be utilized during the entire period of construction for the conduct of normal operations. Cooperate and coordinate to facilitate operations and to minimize interference with the operations at the same time. In any event, access to the site during the period of construction shall be allowed.

1.05 REQUIREMENTS OF REGULATORY AGENCIES TO BE FOLLOWED

A. The uniform building code, latest edition, where applicable.

B. Construction safety orders of the federal, state, or local government.

C. The ACI standard specifications for structural concrete, (ACI 30172, revised 1981) where applicable.

D. The national electrical code, latest edition, where applicable.

1.06 GENERAL REQUIREMENTS AND SITE CONDITIONS

A. VERIFICATIONS.

Before accepting a contract or proceeding with any work, the Contractor shall verify quantities and dimensions and immediately inform the Engineer of any discrepancies between the drawings and actual conditions. No work shall be done in any area where there is a discrepancy until approval has been given by the Engineer.

B. EXISTING UTILITY LOCATIONS.

The Contractor shall follow the local "blue stake" requirements and other state regulations as applicable regarding the field locating of existing underground utilities. In the event of a conflict, the Contractor shall take the necessary precautions, promptly notify the Contractor who will investigate the situation, take the necessary action and direct or inform the Contractor of the appropriate action to be taken. Failure of the Contractor to follow these procedures, places upon the Contractor the responsibility for making any and all repairs for damage of any kind at the Contractor's own expense.

C. EXISTING IMPROVEMENTS.

The Contractor shall provide necessary safeguards and exercise caution against injury or defacement of any site improvements and shall be responsible for any damage resulting from his operations and shall repair or replace such damage at his own expense. No trucks or vehicles of any kind shall be allowed to pass over sidewalks, curbs, etc. unless adequate protection is provided.

D. RESPONSIBILITIES.

The Contractor shall furnish and install a complete and functional piping/pump system as described in the contract documents. All work shall be in strict accordance with the plan drawings, specifications, and existing codes and regulations as applicable.

E. DISCREPANCIES.

It is the intent of these drawings and specifications that the lake system be complete and functional. It is the Contractor's responsibility to make sure that the equipment furnished is compatible and adheres to all regulations. Any discrepancies shall be noted promptly and shall be reported immediately to the Engineer and/or General Contractor for clarifications prior to installation.

F. SYSTEM CLEAN-UP.

Water for filling the lake and power for operation of the system shall be furnished by the Owner and shall be available concurrently with the completion of the lake system. Debris and foreign materials shall be removed from the construction area by the Contractor, until substantial completion and final acceptance of the entire project by the Owner has taken place.

G. RECORD DRAWINGS

Where required by the Contract Documents or where changes to the Contract Documents have been made by change order, revision to clarification drawings, or where minor changes to the Contract were required because of unforeseen conditions or as may be required by the Engineer, prepare accurate Record Drawings indicating all pertinent data and dimensions necessary to adequately describe the contract deviations to the Owner for his future use.

END OF SECTION 131200 – LAKE SUMMARY OF WORK

SECTION 131201 – LAKE START UP AND GUARANTEES

Part 1 – General

1.01 WORK INCLUDED

Provide start-up and operation instructions to Owner until the Owner takes occupancy.

1.02 STARTING OF SYSTEMS

A. Once the lake system has been completed and filled to the designated water level, all piping and mechanical/hydraulic systems have been installed and tested, all flow control structures and appurtenances have been constructed, all equipment has been properly installed and all electrical connections have been completed, the Contractor shall actuate the entire project system and be responsible for the proper operation of pumps, controls, and all other mechanical and electrical equipment included in the contract documents. Start-up commencement, timing, duration, and phasing shall be monitored and directed by the Owner and/or Engineer.

B. The Contractor shall place the newly installed equipment and facilities into operation, and test, observe and adjust all items for a minimum period of one (1) week or until such time as all the units are properly adjusted and approved by the Owner and/or Engineer. The work performed by the Contractor shall include, but not limited to, the following items:

1. Label all equipment, values, and controls including flow direction, system (for example: filtration system, recirculation system, etc.)
2. Check all electrical and electronic equipment for proper operation.
3. Make all equipment adjustments as required.

C. OPERATOR TRAINING.

The Contractor shall provide a factory employed manufacturer's representative to train Owner's staff in operation and maintenance procedures for all equipment items as specified by the Engineer during the start-up period, at no additional cost to the Owner. The representatives shall present training programs and on-site demonstrations designed to fully acquaint Owner's staff with all equipment features, routine scheduled maintenance procedures, alternative operational modes, spare parts inventories, and all other pertinent information.

1. The manufacturer's representative shall remain on-site to observe operation of the equipment and further advise Owner's staff for a minimum of one day.
2. A complete schedule of equipment, representatives, and dates for operator training shall be submitted to the Engineer for approval prior to commencement of the start-up period.
3. The Contractor shall record all equipment training sessions on high quality digital format with subjects indexed.
4. The Contractor shall provide two (2) duplicate sets of all copies to the Owner.

1.03 GUARANTEES

A. MATERIAL.

All construction materials and equipment shall have a minimum of one (1) year guarantee by the Contractor for defects in material and workmanship from the date of certified final completion and Owner acceptance of the entire project system. The membrane liner shall have a separate guarantee by the lining manufacturer as specified elsewhere in this specification.

B. GEO MEMBRANE LINING GUARANTEE

The membrane lining material and the seam materials shall be guaranteed by the manufacturer/supplier to have an effective life of at least ten (10) years, provided they remain continuously protected against exposure and mechanical damage.

C. DAMAGE

This warranty shall guarantee the complete 100% replacement cost of the defective materials deteriorating as a result of physical or chemical changes which render the lining ineffective as a waterproof membrane. Should defects or premature loss of use occur, the Contractor shall supply, repair, or replace the material on a complete basis, including all related costs of replacing or repairing the damage, refilling the lake system water to the designated water surface elevations, any required retesting of the facilities, and complete site restoration as needed. The Contractor shall also be responsible to provide whatever is necessary to maintain the ongoing operation of the lake systems, including the set-up of any temporary pumping facilities as needed. A certified guarantee document including the above mentioned requirements, in writing, shall be submitted to the Owner with copies provided in the O&M manuals.

D. WORKMANSHIP

The Contractor shall guarantee his workmanship for a period of one (1) year. The entire lake system project including but not limited to pumps, pipes, equipment, lining, concrete shoreline, aeration units, flow control structures, etc. shall exhibit no measurable water loss from leakage. Should measurable losses, in excess of the Greenbook allowable water leakage for piping systems (Greenbook 306-1.4) and the calculated evaporation losses in the lake occur, after filling of the lake system and/or during the one (1) year guarantee period, the Contractor shall be responsible for locating and eliminating the leakage, at no additional cost to the Owner. If, due to the fault of the Contractor's workmanship, the lake and/or piping system must be drained to effect repairs, the Contractor shall be responsible for all associated costs of replacing or repairing the damage, refilling the lake water to designated water surface elevations, any required retesting of the facilities, and complete site restoration as needed. The Contractor shall also be responsible to provide whatever is necessary to maintain the ongoing operation of the lake systems, including the construction of temporary dams and the set-up of any temporary pumping facilities as needed. A certified guarantee document including the above mentioned requirements, in writing, shall be submitted to the Owner with copies provided in the O&M manuals.

END OF SECTION 131201 – LAKE START UP AND GUARANTEES

SECTION 131202 – LAKE SUBMITTALS

Part 1 – General

1.01 Submit to the engineer shop drawings, product data and samples required under the various Sections of these Specifications.

1.02 Prepare and submit with Construction Schedule, a separate schedule listing dates for submission and dates reviewed shop drawings, product data and samples will be needed for each product.

1.03 Make all submittals of Shop Drawings, Samples, and requests for substitution in accordance with the provisions of these Specifications.

1.04 Contractor shall submit complete technical and product data on all construction materials and equipment. All submittals must be approved by the Engineer before any construction or installations will be allowed. The Contractor will submit a list of all construction materials and equipment to the Engineer required for submittal.

1.05 All materials and equipment that are submitted and/or used for this project must be locally available for total replacement or for parts and certified as such with the submittal documents.

1.06 OPERATING AND MAINTANENCE MANUALS

A. Contractor to provide operation and maintenance manuals with the following information: (2) complete sets of operation and maintenance (O&M procedure manuals for all materials and equipment used on the project as listed and approved by the Contractor).

B. All items shall have been submitted and approved through the submittal process as mentioned above.

C. Manuals shall be provided in PDF format.

1.07 CONTRACTOR QUALIFICATIONS

A. The Lake Contractor and his supervisor to be assigned to the job shall have the following qualifications:

1. Have successfully completed not less than five (5) lake projects, each of a scope equal to or greater than this project, within the last two (2) years.
2. Submit to the Owner, with his formal bid, a list of at least five (5) projects complete with names, addresses and telephone numbers, of the Landscape Architect/Engineer and the Owner's representative. Include a brief description of the lake facilities including size and scope of the mechanical system, list of subcontractors (if any), and the date of completion.
3. Be capable of furnishing as a separate bid, labor, material, and performance bonds.
4. The Owner will determine if the Lake Contractor is qualified to propose to work on this project and may refuse any bid.

B. The Contractor, by submitting a bid, acknowledges that he understands the nature of this specialized artistic work. Also, that he understands basic hydraulic

and flow requirements pertaining to streams and waterfalls and is ultimately responsible for the artistic result of his work.

1.08 IDENTIFICATION OF SUBMITTALS OR SUBSTITUTIONS

Completely identify each submittal and re-submittal by showing at least the following information:

A. Name and address of entity submitting information, plus name and telephone number of individual who may be contacted for further information.

B. Name of project for this Work.

C. Drawing number and Specification Section number to which the submittal applies.

D. Number of all submittals sequentially, whether this is an original submittal or a re-submittal, and if a re-submittal, what number re-submittal.

1.09 COORDINATION

Prior to submittal for Engineer's review:

A. Fully coordinate all submittals by determining and verifying all field dimensions and conditions, materials, catalog numbers, and similar data.

B. Coordinate as required with all other trades and with all public agencies involved.

C. Secure all necessary prior approvals and signify by stamp, or other means, that they have been secured.

D. Clearly indicate all deviations from Contract Documents.

1.10 TIMING OF SUBMITTALS

Make all submittals within thirty (30) days of the date of the award of the contract for the Work, and far enough in advance of scheduled dates of installation to provide adequate time for all required reviews, both by the Engineer and his consultants, for securing necessary approvals, for possible revision and re-submittal, and for placing of orders and securing delivery. In scheduling, allow a minimum of ten (10) full working days for the Engineer's review. Cost of delays occasioned by the tardiness of submittals will be back-charged as necessary.

1.11 ENGINEER'S REVIEW

The Engineer's review will be only for conformance with the design concept and with the information given in the Contract Documents. The Engineer's review and approval of Shop Drawings and Samples shall not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer and Owner in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation, nor shall the Engineer's approval relieve the Contractor from responsibility for errors and omissions in the Shop Drawings and Samples. Should the Engineer be required to review any submittal more than three (3) separate times due to the inadequacy of the submittal and due to no fault of the Engineer, the Contractor shall render to the Engineer the Engineer's direct cost for review of all subsequent re-submittals.

1.12 COMPLIANCE WITH APPROVALS

Do not commence any portion of the Work requiring approval of Shop Drawings or Samples by the Landscape Architect until the submittal has been approved by the Engineer and Owner. All such portions of the Work shall be in accordance with the approved Shop Drawings and Samples.

Part 2 – Products

2.01 SCHEDULE OF SUBMITTALS

Compile a complete schedule of all submittals required for the project, complete with major division and subdivision headings and broken into individual trades. Format shall be 8-1/2" x 11". The schedule shall be in such a form as to allow for notations next to each required submittal including, but not necessarily limited to, submission dates, action taken, approvals and re-submittals. Submit such a schedule to the Engineer for his comments and approval. The approved Schedule of Submittals shall be kept current at all times and an updated copy shall be kept in the Project Field Office for review.

2.02 SHOP DRAWINGS AND PRODUCT INFORMATION SUBMITTALS

A. Unless otherwise specifically directed by the Engineer, make all Shop Drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection and interface to the Work.

B. Submit all Shop Drawings and Product Information in the form of Portable Document Format (PDF) of each Shop Drawing. Where contents of submitted product information include data not pertinent to the submittal, clearly indicate which portion is being submitted for review.

C. Submittals are required on all items to ensure the latest and most complete manufacturer's data is available. The Contractor assumes full responsibility for problems which could have been noted on valid submittals not furnished.

D. In the event that an item or items specified by the Engineer will not be available in time for installation during orderly progress of the Work, so notify the Engineer prior to receipt of bids. Verify that all items specified will be available. Costs of delays because of non-availability of materials will be back-charged as necessary and shall not be borne by the Owner.

2.03 SAMPLES

A. Unless otherwise specifically directed by the Engineer, all Samples shall be of the precise article proposed to be furnished.

B. Submit all Samples in the quantity which is required to be returned, plus one (1) which will be retained by the Engineer.

2.04 CALCULATIONS

Where required, structural calculations shall be performed by a licensed Civil or Structural Engineer, and shall be sufficient to show the adequacy of all members and connections to be reviewed.

2.05 COLORS

A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product submit accurate color charts and pattern charts to the Engineer for his review and selection.

B. Unless all available colors and patterns have identical costs and identical wearing capabilities and are identically suitable for the installation, completely describe the relative costs and capabilities of each.

2.06 OPERATIONS & MAINTENANCE MANUALS

A. Where manuals are required to be submitted upon completion of the installation, prepare all such manuals in durable plastic binders approximately 8-1/2" x 11" in size and with at least the following features:

1. Identification readable through the outside of the cover, stating the general nature of the manual and the project to which it pertains.

2. Neatly typewritten Index near the front of the manual, furnishing immediate information as to location in the manual of all data regarding the installation.

3. Complete instruction regarding operation and maintenance of all equipment involved.

4. Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of the Vendors of the parts.

5. Copy of all guarantees and warranties issued on the installation.

6. Copy of the approved Shop Drawings with all data concerning changes made during construction.

B. Where contents of manuals include manufacturer's catalog, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturer's data with which this installation is not concerned.

C. Provide information regarding the proper operation of a manmade lake system including care for the liner, shorelines, and water quality.

D. Unless otherwise specifically directed by the Engineer, deliver PDF files of the manual to the Owner and to the Engineer.

2.07 SUBSTITUTIONS

A. Reference in the Contract Documents to any material, product, or process by name, make or catalog number shall be interpreted as establishing a standard of quality and design intent and not construed as prohibiting substitutions of any other such material, product, or process, provided such substitution is specifically approved by the Engineer prior to receipt of bids. Requests for substitutions shall be submitted no later than ten (10) working days prior to bid date.

B. Acceptance of substitutions will not relieve the Contractor from responsibility for complying with the Contract Documents.

C. At the discretion of the Engineer, testing of samples of materials proposed for substitutions may be required. The testing shall be done by an independent testing laboratory selected by the Owner, the costs of which shall be borne by the Contractor.

D. At the discretion of the Engineer, the Contractor may be required to furnish a written guarantee, in addition to that already required, ensuring the satisfactory performance of the proposed substitutes.

E. All additional labor and materials which may be required for the proper installation of any substitution, or required as a consequence of any substitution, will be provided at no additional cost to the Owner.

F. Bids shall be based upon the data given in the Contract Documents, or upon previously approved items or techniques as "approved equals" by the Engineer. Where calculations or shop drawings are required for approval, allowance shall be made for meeting the requirements of the Contract Documents and all applicable codes and ordinances.

G. Bidders may, in addition, submit separate bids using materials and equipment of other manufacturers, providing the difference in cost is stated for each item proposed to be substituted.

H. Provide to the Engineer all information necessary and required to evaluate proposed substitutions. Do not base bid on the assumptions that a material will be approved as equal by the Engineer unless the item has been specifically approved for this Work by the Engineer prior to the receipt of bids.

I. The Contractor assumes full responsibility that substituted items or procedures will meet the job requirements and is responsible for the cost of redesign and of modifications to this and all other parts of the work caused by substituted items.

J. Submittals will be checked for general conformance with the design concept of the project, but acceptance does not guarantee quantities shown and does not supersede requirements to properly install work. Submittals for proposed alternatives will be judged not only for the acceptability of the items themselves, but of the items as they are used under the conditions of this particular project.

END OF SECTION 131202 – LAKE SUBMITTALS

SECTION 131212 – CONCRETE VENEER

Part 1 - General

1.01 Contractor shall provide all labor, materials, appurtenances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all construction activities and operations for the work described in this section, complete, as shown on the drawings or specified herein. The work includes but is not necessarily limited to all the section below.

Part 2 - Products

2.01 MATERIAL

A. The concrete veneer shall consist of a minimum 6-sack mix, Type I or II, Portland Cement with a maximum aggregate size of 3/8".

B. The concrete shall obtain a 28 day minimum compressive strength of 3,000 psi when prepared in accordance with ASTM C31 test method 231. Concrete failing to meet this specification shall be removed and replaced.

C. It shall be the Contractor's responsibility to furnish a statement from the concrete supplier stating the mix proportions, the anticipated strength and a test report copy made in the last 90 days. After approval, the aggregates and cement shall remain the same throughout the job. The quantities of each may change to increase strength.

D. The concrete shall be delivered to the site with a slump of not more than 4.0 inches.

2.02 STEEL REINFORCEMENT

A. WIRE MESH. The concrete veneer reinforcement shall be 1.2 inch by 1.2 inch 20 gauge galvanized octagonal mesh wire.

B. REINFORCING BARS. ASTM A615, Grade 40.

Part 3 - Execution

3.01 GENERAL

A. A wire reinforced concrete veneer cover shall be installed over the membrane liner by the Contractor where shown on the plans.

3.02 WIRE MESH

1.2 inch by 1.2 inch by 20 gauge octagonal wire mesh shall be placed over the membrane liner in all areas to receive a concrete veneer. The wire shall be laid in a continuous layer, with adjacent edges over-lapping 8.0 inches (minimum) and secured to another by the use of hog rings or other appropriate clips which cannot puncture the liner.

3.03 CONCRETE

A. The concrete shall be placed over the wire. All wire shall be covered with concrete so that no wire is visible on the surface or edge of the concrete except where indicated on the plans. The concrete shall be rough, broom finished, and water sprayed, chemical or membrane cured to prevent excessive cracking during or after curing. All cracks 1/4” and wider shall be caulked with an approved sealant. Curing operations shall be one or both of the following methods: (1) Application of a light spray of water, three times a day for three consecutive days beginning the following a.m.; or (2) Spray application of an approved exterior curing compound. No concrete admixtures for curing will be allowed.

3.04 CONCRETE PLACEMENT METHODS

A. Placement of the concrete for the veneer shoreline may be done by conventional form work, slip form or shotcrete application methods, all in accordance witb the plans and specifications. Any method which is chosen by the Contractor shall require an "application method plan" submittal to be submitted to the Contractor for review and approval prior to construction of the shoreline. For any method chosen, the Contractor must meet the accepted industry standards for that type of concrete placement method (i.e. ASTM).

END OF SECTION 131212 – CONCRETE VENEER

SECTION 131214 – CAST IN PLACE CONCRETE

Part 1 - General

1.01 WORK INCLUDED

Contractor shall provide all labor, materials, appurtenances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all construction activities and operations for the work described in this section, complete, as shown on the drawings or specified herein. The work includes but is not necessarily limited to all the section below.

1.02 REQUIREMENTS OF REGULATORY AGENCIES TO BE FOLLOWED

A. The uniform building code, latest edition, where applicable.

B. Construction safety orders of the federal, state, or local government.

C. The ACI standard specifications for structural concrete, (ACI 30172, revised 1981) where applicable.

D. The national electrical code, latest edition, where applicable.

Part 2 - Products

A. Concrete structures shall be specified as in Section 303 of the Standard Specifications for Public Works Construction, except as herein modified. Provide concrete work, complete as indicated, specified, and required.

B. CONCRETE MATERIALS:

1. Conform to the applicable portions of Section 201 of the Standard Specifications for Public Works construction except as modified herein.
2. Concrete mixes used for the various structures shall be designed to obtain the following minimum 28 day compressive strength:

- Pump stations/catch basins 3,000 PSI

3. PORTLAND CEMENT. Use Type II modified cement.
4. AGGREGATE. Use ¾-inch maximum aggregate.
5. ADMIXTURES. Use air entraining agent conforming to ASTM C260. Use water reducing admixture conforming to ASTM C494 Type A. No other admixture shall be used.
6. CEMENT GROUT. Make cement grout from one part cement to two parts silica sand filler. Add only enough water to moisten materials so that they can be squeezed into a ball by hand. Use cement grout as noted on the drawings.

C. REINFORCEMENT:

1. Conform to the applicable portions of section 201 of the standard specifications for public works construction except as modified herein.

2. REINFORCING BARS. Use ASTM A615 grade 60 bars.
3. WELDED WIRE FABRIC. Use ASTM A185 Mesh.
4. Store all reinforcing at the site so as to prevent contact with the earth.

D. FORMWORK:

1. Construct forms to be mortar tight.
2. Adequacy of the form, bracing, and shoring shall be the sole responsibility of the Contractor. The design shall meet the requirements of ACI 347.
3. Comply with tolerances for formed surfaces required by ACI 301.

E. CONCRETE FINISHING

1. Provide concrete finishes for all concrete surfaces. All work shall be performed by skilled cement finishers.

F. All exposed surfaces, except the top surface of horizontal slabs, shall be provided with a Class 1 surface finish in accordance with Section 303-1.9.3 of the Standard Specifications for Public Works Construction.

1. EXTERIOR HORIZONTAL SLABS. The top surface of exterior horizontal slabs shall be finished in conformance with Section 302-6.4 of the Standard Specifications for Public Works, except that the final finish shall be accomplished with a drag broom in lieu of burlap bags.

a. All exterior slab surfaces shall slope a minimum of 1% to drain surface water away to a proper location. Review elevations shown on drawings for adequate slopes before setting grades. Report any conditions that will not provide adequate slopes before processing.
b. Edging Slabs. Tool a 3/8-inch radius on all exposed edges of slabs, machine bases, curbs, top of walls and other exposed horizontal edges. Repeat tooling with each floating or troweling operation.
c. Provide weakened-plane joints at least 1-1/2 inch deep in all paving slabs where indicated but not more than 8 feet apart in each direction. Repeat tooling with each floating or troweling operation.
d. Run decorative feature grooves with a 1/4-inch deep rounded tool before the final troweling in paving where shown.

Part 3 - Execution

3.01 INSTALLATIONS:

The wet well and vault shall be installed in accordance with Section 1.02 of these Technical Conditions as applicable.

3.02 CAST IN PLACE CONCRETE:

A. PLACING.

All concrete shall be handled from the mixer or transport vehicle to the place of final deposit in a continuous manner as rapidly as practicable and without segregation or loss of ingredients, until the approved unit operation is completed. Mix concrete on-site a minimum of 1 minute per cubic yard; do not add water. Concrete shall be placed by mechanical internal or external vibrating equipment. Duration of the vibration cycle shall be limited to the time necessary to produce

satisfactory consolation. Contractor shall follow Greenbook specs for the above requirements.

B. CURING.

Curing shall be used by means of water spraying, membrane, and/or chemical curing and shall be of a clear or white type, conforming to ASTM C309 58.

END OF SECTION 131214 – CAST IN PLACE CONCRETE

SECTION 131215 – PERMEON™ CONCRETE VENEER STAIN

Part 1 - General

1.01 SUBMITTAL

A. The coloring material shall be a single-step application process, an environmentally safe material that develops permanent and natural aged earth tones or desert varnish colors on the surface which it is applied. The material shall contain no caustic or alkaline chemicals and must not have a pH of 12 or above.

B. The coloring material shall be applied directly to clean and dry surfaces by an applicator certified by the manufacture. Light Brown to Black colors that develop shall be controlled and modified by custom blending of the coloring material, application technique, or a combination of these. Before application of coloring material, testing of several colors shall be performed on location and final written approval from the Project Engineer is required.

C. The rock and/or concrete coloring material shall be Permeon™ or an approved equal.

1.02 EQUIPMENT

A. Application equipment contains pump, mixing tank powered by gas motor. Pump must be a “Hypro” D-30 or D-50 powered by a Honda GX-240 Horizontal Utility Motor. Pump must have a regulator to control the flow of the product while allowing product to re-circulate back to the tank for hydraulic agitation. Mixing tank will be a 200 to 300 gallon Poly tank. Set up with proper plumbing and shut off valves to the pump and equipped with agitation. For larger increment rock cuts, a 3,000 gallon truck mounted tank, equipped with a centrifugal pump and tower application canon will be needed to reach these areas.

1.03 OTHER CONSIDERATIONS

A. Care and close attention should be taken in the application of the coloring material; do not apply coloring material if wind speed exceeds 15 MPH or stronger. The best immediate color results will occur if coloring material is applied in temperatures of 70˚ degrees Fahrenheit or higher, and if temperatures remain within a 10˚ margin for 30 days. If applying coloring material in cooler temperatures, make sure that applied surface is allowed to dry completely before surface is exposed to moisture.

B. Areas in or around irrigation systems: These areas may sustain mineral, salt, or fertilizer stains over a period of time and should be treated at the maintenance level.

C. Roller Compact Concrete, Shotcrete and Concrete: These surfaces should be moisture cured and allowed to dry for a full thirty days before application of natural desert varnish. All surfaces should be free of curing compounds or other coatings that may prevent direct contact with concrete. Any residual coating shall be removed by hydro-blasting or other methods approved by manufacture.

D. Areas that require hydro seeding and color restoration process: Coloring material shall be applied before hydro seeding and shall have adequate time to develop color before hydro seeding is performed.

E. Known manufacturer is Soil-Tech, Inc., 6420 S. Cameron Drive, Suite 207, Las Vegas, NV 89118 702-873-2023, www.permeon.com

1.04 MATERIAL SAFETY DATA SHEET

A. Approved by U S labor dept, essentially similar to form OSHA 174 Important: Read this MSDS before handling & disposing of this product. Pass this information to employees, customers & users of this product.

1.05 CHEMICAL PRODUCT & COMPANY IDENTIFICATION

PRODUCT IDENTITY: Permeon
DISTRIBUTOR NAME: Soil Tech
DISTRIBUTOR ADDRESS: 6420 Cameron Drive, Suite 207
DISTRIBUTOR CITY: Las Vegas, NV 89118
DISTRIBUTOR PHONE: 1-702-873-2023
CHEMTREC PHONE: 1-800-424-9300

1.06 INGREDIENT & REGULATORY INFORMATION

CONTAINS: Water (7732-18-5)
Minerals (Trade Secret)

1.07 HAZARDS IDENTIFICATION

A. RISK STATEMENTS:

- R22: Harmful if swallowed.
- R36: Irritating to the eyes.

B. SAFETY STATEMENTS:

- S26: In case of contact with eyes, rinse immediately with plenty of water, and seek medical advice.
- S46: If swallowed, seek medical advice immediately and show this Material Safety Data Sheet.

1.08 FIRST AID MEASURES & PROCEDURES

A. EYE CONTACT:

Immediately flush eyes with large amounts of water for two to three minutes. Remove any contact lenses and continue flushing for at least 15 minutes, lifting eyelids to ensure complete flushing of surface. Get immediate medical attention.

B. SKIN CONTACT:

Remove contaminated clothing including shoes and immediately flush skin with soap & large amounts of water for at least 15 minutes. Seek immediate medical attention. Wash contaminated clothing and shoes before reuse.

C. INHALATION:

Remove victim to fresh air. Keep warm and at rest. If breathing stops, give artificial respiration. If breathing is labored, have qualified personnel give oxygen. Seek immediate medical attention.

D. SWALLOWING:

Do not give anything by mouth to an unconscious or convulsing person. Induce vomiting by having victim put finger down throat. Seek immediate medical attention.

E. NOTE TO PHYSICIAN:

In patients not in shock or coma, induce vomiting with syrup of Ipecac if vomiting has not occurred. Follow with gastric lavage using deferoxamine, 2 g/L of water, which contains sodium bicarbonate 20 gm/L. Leave 10 grams of deferoxamine in 50 ml or 55 grams of sodium bicarbonate in the stomach. Maintain airway, blood pressure and respiration. Treat symptomatically and supportively. (Droisbach, Handbook of Poisoning, 11th edition.) Get medical attention. Treatment should be administered by qualified medical personnel only.

The decision whether the severity of poisoning requires administering of any antidotes and actual dose required should be made by qualified medical personnel.

1.09 FIRE FIGHTING MEASURES

A. EXTINGUISHING MEDIA:

Use appropriate extinguishing media for surrounding fire, such as water fog or spray, foam, dry powder, carbon dioxide (CO2).

B. SPECIAL FIRE FIGHTING PROCEDURES:

Evacuate personnel downwind of fire to avoid inhalation of irritating and/or harmful fumes and smoke. Respiratory and eye protection are required for fire fighting personnel. Full protective equipment (Bunker Gear) and self-contained breathing apparatus (SCBA) should be used for all indoor fires and any significant outdoor fires. For small outdoor fires, which may easily be extinguished with a portable fire extinguisher, use of a SCBA may not be required.

C. UNUSUAL EXPLOSION AND FIRE PROCEDURES:

Product decomposes under fire conditions to form oxides of sulfur. Containers may rupture from internal pressure if confined to fire area. Cool with water. Get nonessential persons out of area.

1.10 ACCIDENTAL RELEASE MEASURES

A. SPILL OR LEAK PROCEDURES:

Construct temporary dikes of dirt, sand, or any appropriate readily available material to prevent spreading of the material.

B. SMALL SPILL:

Wearing the appropriate personal protective equipment designated in Section 8, move the leaking container to a containment area or rotate the container so that the opening is above the liquid level. Neutralize with lime or other base, then absorb on diatomaceous earth or equivalent inert material. Shovel up and dispose of at an appropriate waste disposal facility according to current applicable laws and regulations and product characteristics at time of disposal.

C. LARGE SPILL:

Wearing the appropriate personal protective equipment designated in Section 8, close or cap valves and/or block or plughole in leaking container and transfer to another container. Contain material as described above and call the local fire or police department for immediate emergency assistance.

D. ENVIRONMENTAL PRECAUTIONS:

1. WATER SPILL: Use appropriate containment to avoid runoff or release to sewer or waterways.
2. LAND SPILL: Use appropriate containment to avoid runoff or release to ground.

E. GENERAL PROCEDURES: Remove containers of strong bases from release area.

F. RELEASE NOTES:

If spill could potentially enter any waterway, including intermittent dry creeks, contact the local authorities. If in the United States, contact the U.S. Coast Guard National Response Center (800) 424-8802. In case of accident or road spill notify:

- CHEMTREC in USA at (800) 424-9300.
- CANUTEC in Canada at (613) 996-6666.
- CHEMTREC in other countries, at (International Code) + 1 202 483 7616.

G. COMMENTS:

See Section 13 for disposal information and Section 15 for regulatory requirements. Large and small spills may have a broad definition depending on the user's handling system. Therefore, the spill category must be defined at the point of release by technically qualified personnel.

1.11 HANDLING AND STORAGE

A. HANDLING:

Use appropriate personal protective equipment as specified in Section 8. Handle in a well-ventilated area. Handle and use in a manner consistent with good industrial/manufacturing techniques and practices.

B. STORAGE:

Store in unopened containers under cool and dry conditions. Do not store with, or close to strong bases.

1.12 EXPOSURE CONTROLS/PERSONAL PROTECTION

A. EXPOSURE CONTROLS:

Good ventilation should be sufficient to control airborne levels of material.

B. VENTILATION:

Use local exhaust and general mechanical ventilation.

C. PERSONAL PROTECTIONS:

EYES AND FACE: Wear chemical splash goggles and face shield when eye and face contact is possible due to splashing or spraying of material.

1.13 PHYSICAL DATA

APPEARANCE:	Light Blue-Green Liquid
ODOR:	Negligible
BOILING RANGE: (Initial Boiling Point)	Not Applicable
LOWER FLAMMABLE LIMIT IN AIR (% by vol):	None
FLASH POINT (TEST METHOD):	None
FLAMMABILITY CLASSIFICATION:	Noncombustible
GRAVITY @ 60 F:	
SPECIFIC GRAVITY (Water=1):	1.25
POUNDS/GALLON:	10.5
VOC'S (VAPOR PRESSURE >0.44 Lbs/Sq In)(Lbs/Gal):	0.0
TOTAL VOLATILE ORGANIC COMPOUNDS (TVOC) (g/L):	0.0
NONEXEMPT VOLATILE COMPOUNDS (CVOC):	0.0
VAPOR PRESSURE (mm of Hg) @ 20 C:	10 (water)
VAPOR DENSITY (air = 1)	0.6 (water)
WATER ABSORPTION:	Complete
NEUTRALITY (pH):	3 – 7

1.14 REACTIVITY DATA

A. STABILITY: Stable.

B. CONDITIONS TO AVOID: Isolate from heat.

C. MATERIALS TO AVOID: Isolate from strong bases and active metals.

D. HAZARDOUS DECOMPOSITION PRODUCT: Sulfur, Manganese, Iron, Sodium Oxides under fire conditions.

E. HAZARDOUS POLYMERIZATION: Cannot occur.

1.15 TOXICOLOGICAL INFORMATION

MATERIAL	CAS#	TWA + (OSHA)	TLV (ACGIH)	HAP
Manganese++ Sulfate	7785-87-7	5 mg/m3 (Mn++)	5 mg/m3 (Mn++)	No
Iron++ Sulfate	7720-78-7	1 mg/m3 (Fe++)	1 mg/m3 (Fe++)	No

A. ACUTE HAZARDS

1. EYE & SKIN CONTACT: This material is very irritating to the eyes. May cause redness and burning. May be irritating to the skin, especially from prolonged exposure.
2. INHALATION: Aerosols and fumes can cause coughing and irritation to respiratory tract. Moderate irritant of the nasal mucous membranes. Avoid breathing fumes.
3. SWALLOWING: Side effects of ingestion of Iron++ salts may include heartburn, gastric discomfort, constipation or diarrhea. Symptoms of severe poisoning may occur within 30 minutes or be delayed for several hours. Severe hemorrhagic gastritis with abdominal pain, retching, violent diarrhea and vomiting may occur. Circulatory system may be affected with symptoms of shock, rapid, weak or no pulse, severe hypotension and pulmonary changes with dyspnea, and emphysema may occur.

Poisoning may affect the liver, kidneys, circulatory, cardiovascular, and central nervous systems.

B. CHRONIC HAZARDS/CONDITIONS AGGREVATED

1. CONDITIONS AGGREVATED: Persons with breathing disorders should avoid use. Interactions with medicines may cause adverse effects.
2. CARCINOGENIC, MUTAGENIC & REPRODUCTIVE EFFECTS: Reproductive effects from Iron++ salts have been reported in animals.
3. OTHER CHRONIC EFFECTS: None known.

1.16 ECOLOGICAL INFORMATION

A. MAMMALIAN TOXICITY TEST DATA:

LOWEST KNOWN ORAL LD50: 200 mg/kg (rat) (as Iron++)
LOWEST KNOWN SKIN LD50: 1000 mg/kg (guinea pig) (as Manganese++)

B. AQUATIC TOXICITY TEST DATA: May cause adverse environmental impact if material reaches waterways.

1.17 DISPOSAL CONSIDERATIONS

A. DISPOSAL METHOD: Dispose of waste at an appropriate waste disposal facility according to current applicable laws and regulations.

B. FOR LARGE SPILLS: Contain material and call local authorities for emergency assistance. In consultation with the appropriate authorities, determine the disposal method.

C. PRODUCT DISPOSAL: Neutralize with lime or other base. Collect in appropriate containers. Dispose of at an appropriate waste disposal facility in accordance with current applicable laws and regulations, and product characteristics at time of disposal.

D. EMPTY CONTAINER: Triple rinse with water and offer for recycle.

1.18 TRANSPORT INFORMATION

DOT PROPER SHIPPING NAME: None.
DOT HAZARD CLASS: None
SUBSIDIARY HAZARD: None
IATA PROPER SHIPPING NAME: None
TDG PROPER SHIPPING NAME: None
ER GUIDEBOOK NUMBER: None

1.19 REGULATORY INFORMATION

A. U.S. FEDERAL REGULATIONS (ENVIRONMENTAL PROTECTION AGENCY)

B. SARA Title III Section 313 Supplier Notification: This product contains the following chemical subject to the reporting requirements of Section 313 of the Emergency Planning & Community Right-To-Know Act of 1986 & of 40 CFR 372: Manganese compounds (9% by weight). This information must be included in all MSDSs that are copied & distributed for this material.

C. CERCLA, TSCA: All components of this product are on the TSCA List. The Reportable Quantity (RQ) of Iron++ Sulfate is exceeded if there is greater than 41667 lbs / 18939 kg of this product in one container.

D. CLEAN WATER ACT: Manganese++ Sulfate is listed as a priority pollutant under the Clean Water Act and, as such, falls under the CERCLA spill reporting requirements of 40 CFR 302.

E. EPA SARA 311:

Acute Health:	Yes
Chronic Health:	No
Fire:	No
Sudden Release of Pressure:	No
Reactive:	No

F. STATE REGULATIONS:

CALIFORNIA PROPOSITION 65: This product does not contain any chemicals known to the State of California to cause cancer or reproductive harm.

G. INTERNATIONAL REGULATIONS

The components of this product are listed on the chemical inventories of the following countries: Australia, Canada, Europe (EINECS), Japan, South Korea, United Kingdom.

1.20 OTHER INFORMATION

A. HAZARD RATINGS:

	HEALTH	FLAMMABILITY	REACTIVITY	OTHER
NFPA	2	0	0	
HMIS	2	0	0	X

This information is intended solely for the use of individuals trained in the NFPA and HMIS systems.

B. EMPLOYEE TRAINING: Employees should be made aware of all hazards of this material (as stated in this Material Safety Data Sheet) before handling it.

C. NOTICE

The supplier disclaims all expressed or implied warranties of fitness or merchantability for a specific use, with respect to the product, or the information provided herein, except for conformation to contracted specifications.

All information appearing herein is based upon data obtained from manufacturer and/or recognized technical sources. While the information is believed to be accurate, we make no representations as to its accuracy or sufficiency.

Conditions of use are beyond our control, and therefore users are responsible for verifying the data under their own operating conditions to determine whether the product is suitable for their particular purposes and they assume all risks of their use, handling, and disposal of the product. Users also assume all risks in regards to the publication or

use of, or reliance upon, information contained herein. This information relates only to the product designated herein, and does not relate to its use in combination with any other material or process.

END OF SECTION 131215 – PERMEON™ CONCRETE VENEER STAIN

SECTION 131224 – RPE LINER AND TESTING

PART 1 - GENERAL

1.1 SCOPE

A. Furnish all labor, materials, supplies, equipment, tools, and transportation, and perform all operations in connection with and reasonably incidental to the complete installation of the lake lining and guarantee/warranty as shown on the drawings, the installation details, and as specified herein.

Items of work specifically included in this section Lake Lining are:

B. Procurement of all applicable licenses, permits, and fees.

C. Formally accept subgrade. The grade shall be turned over at line and grade with a tolerance of 1/10 foot. Confirm that all wet well, lake pipe systems and bridge or retaining wall structures are installed prior to acceptance.

D. Liner Contractor responsible for this section shall inspect subgrade to ensure that the soils are suitable for work of this section and issue a written acceptance prior to any work.

E. After acceptance, maintain lake subgrade for the duration of this section work and any de-watering necessary. Damage to the lake subgrade by Lake Lining Contractors operations or rain water runoff/erosion shall be repaired by the Lake Lining Contractor until the work is officially accepted by the city.

F. Furnishing all materials and labor for the installation of a 30-mil reinforced polyethylene liner and 8-ounce loose lay geotextile liner for the entire stream/water fall feature bottom as shown on the drawings. Lake Lining Contractor is responsible for supplying appropriate quantity of liner materials based on the construction drawings.

G. Furnish all materials and labor for the anchor trench liner installation around the entire perimeter of the lake, alongside the stream/water fall feature channel and waterstop joints at all pipe penetrations through the liner.

H. Furnish all materials and labor for the installation of pipe-boots and liner water proofing requirements at all pipe penetrations into the lake.

I. In the event lake slopes exceed 4:1, immediately cease installation and bring condition to the attention of the Project Site Representative.

J. Installation of the lining system to be performed by a qualified lining contractor meeting the requirements specified herein.

K. Provision of the lining manufacturer's Technical Field Representative for at least Three (3) site visits during construction including all expenses to verify and document Quality Assurance and testing. At a minimum the Technical Field Representative shall:

1. Review and approve the liner subgrade prior to the installation of any geotextile or geomembrane material.

2. At the completion of liner seaming operations to review the nondestructive air lance test.

3. At the completion of an acceptable lake Leak Test to review and approve the completed liner installation and any repairs made as a result of the liner leak test.

L. Installation shall be performed by a contractor that has previously installed a minimum of 1,000,000 sq. ft. of this material, or by a contractor that has a Fabricator Field Service Representative in attendance during the entire installation process. Provide documentation of experience and presence at site during installation.

M. Leak testing contractor shall have qualifications and experience in conducting the propose leak detection method having tested a minimum of 5,000,000 sq. ft. of this material within the previous three years. The leak location survey shall be supervised by a professional or technician with a minimum of 3 years and 5,000,000 square feet of liner testing experience using specified test method.

1.2 DISCREPANCIES

A. It is the intent of these plans and specifications that the lake lining system be complete and workable. It is the Lake Lining Contractor's responsibility to make sure that the material furnished is compatible and adheres to all regulations. Any discrepancies should be noted immediately and should be reported to the Project Site Representative for clarification.

1.3 SUBMITTALS

A. Deliver submittals to Project Site Representative within 10 working days from date of Notice to Proceed. Index sections for different components and label with specification section number and name of component. Furnish submittals for components on material list. Indicate which items are being supplied on catalog cut sheets when multiple items are shown on one sheet. Incomplete submittals shall be returned without review.

B. Materials List: Include lake liner, extrusion rod, geotextile, waterstop. Quantities of materials need not be included.

C. Manufacturers' Data: Submit manufacturers' catalog cuts, specifications, and maintenance and operating instructions for all material supplied.

D. Qualifications of Liner Installer, Fabricator Field Service Representative, lining manufacturer's Technical Field Representative and Leak testing contractor.

1.4 RULES AND REGULATIONS

A. Work and materials shall be in accordance with liner manufactures written installation procedures and requirements.

B. When the contract documents call for materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, provide the quality and size required by the contract documents.

1.5 TESTING

A. Notify the Project Site Representative three days (72 hours) in advance of testing.

B. On completion of assembly of the lake lining, all field joints shall be tested.

C. Nondestructive seam strength testing:

1. All seams shall be visually inspected for compliance.

2. All field seams shall be Air Lance Tested (ASTM D4437) using a minimum 50 psi air supply directed through a 3/32-inch (typical) nozzle, held not more than 2-inches from the seam edge and directed at the seam edge.

3. Defective seams are located when the air jet causes the membrane to inflate, flutter, or show a disturbance not seen with properly seamed material.

D. Destructive seam strength testing:

1. One sample per 500 feet of field seam shall be provided and tested for bonded seam strength and peel adhesion values as specified.

2. The sample can either be made from excess material, or cut out from the installed lining.

1.6 CONSTRUCTION REVIEW

A. A review shall occur at the completion of the lake lining system installation and Project Record Drawing submittal.

1.7 GUARANTEE/WARRANTY AND REPLACEMENT

A. The purpose of this guarantee/warranty is to insure that the City receives materials of prime quality, installed and maintained in a thorough and careful manner.

B. For a period of one year from commencement of the formal maintenance period, guarantee/warranty liner materials and workmanship against defects. Fill and repair depressions. Restore landscape or structural features damaged by the settlement of trenches or excavations. Repair damage to the premises caused by a defective item. Make repairs within seven days of notification from the Project Site Representative.

C. Contract documents govern replacements identically as with new work. Make replacements at no additional cost to the contract price.

D. Guarantee/warranty applies to originally installed materials and equipment and replacements made during the guarantee/warranty period.

PART 2 - MATERIALS

2.1 QUALITY

Materials used in the lake construction shall be new and without flaws or defects of any type, and shall be the best of their class and kind.

2.2 SUBSTITUTIONS

A. Make complete submittals of all manufacturers' data showing compliance with the Contract Documents.

B. In making a request for a substitution, refer to Section 131202 Substitution procedures.

2.3 LAKE LINER

A. RPE sheeting shall be manufactured from a composition of ingredients suitably compounded of 100% virgin polyethylene and specifically compounded for use in hydraulic structures. Reprocessed or reground materials are not acceptable. The use of water soluble formulation ingredients is not acceptable.

B. Certification test results showing the material meets the specifications shall be supplied by the manufacturer of the roll material on request.

C. Furnish RPE 30-mil membrane lining consisting of 72-inch or greater widths of calendared sheeting fabricated into large sections by means of special factory-bonded seams into a single panel, or into the minimum number of large panels required to fit the job site.

1. Furnish RPE sheeting constructed with a biocide at a viable formulation level.

2. Furnish sheeting that is flexible, durable, and watertight, free of pinholes, blisters, holes, or other contaminants.

3. Furnish material RPE membrane uniform in color, thickness, size and surface texture.

4. Furnish material having the following minimum average physical properties as specified by ASTM:

a. Nominal Thickness: 30 mil

b. Weight (lbs per MSF): 144 lbs

d. Tensile Elongation at Break: 30%

e. Tongue Tear Strength: 115lbf

f. Grab Tensile (Scrim Break): 280 lbf

g. Standard OIT: 150 min

h. High Pressure HPOIT: 2400 min

i. Minimum Static Use Temperature: -70°F

j. Maximum Static Use Temperature: 180° F

k. Puncture resistance: 100 lbf

l. Hydraulic Conductivity: 2.20×10^{-10} cm/sec

D. Furnish products Manufactured by Raven Industries, Colorado Linings, Layfield Group or equal

2.4 GEOTEXTILE

A. Furnish 100% polypropylene, nonwoven, needle punch, geotextile. Furnish material having the minimum average roll values as specified by ASTM:

1. Fabric Weight: 8.0 ounces/sq. yard
2. Thickness: 85 mils
3. Grab Tensile Strength: 205 lbs MD.
4. Grab Elongation: 50%
5. Trapezoid Tear Strength: 80 lbs
6. CBR Puncture Strength: 500 lbs
7. Water Flow Rate: 95gpm/ft²
8. U.V. Resistance: 70%
9. Apparent Opening Size: US Sieve 80 mm

C. Use products manufactured by SI Geosolutions, Mirafi, Inc., DuPont, Inc., Nicolon Corporation, Geotex, or Engineer approved equal.

2.5 OTHER MATERIALS

A. Provide any special tools, hardware, adhesives, boots, or any special materials necessary for the proper installation of the liner as recommended by the manufacturer.

B. Use only stainless steel: fasteners, washers, strapping, and other hardware that is required.

PART 3 - EXECUTION

3.1 INSPECTIONS AND REVIEWS

A. Site Inspections:

1. Verify site conditions and note irregularities affecting work of this section. Report irregularities to the Project Site Representative prior to beginning work.

2. Beginning work of this section implies acceptance of existing conditions.

B. Utilities: Verify locations of underground utilities, pipe penetrations etc.

3.2 EXCAVATION, TRENCHING, AND BACKFILLING

A. Earthwork shall be performed by the Park Contractor per Section xxx Lake Construction.

B. Park Contractor shall submit as constructed survey of subgrade for Project Site Representative for Lake Lining Contractors records.

C. Subgrade of lake graded by Park Contractor to a tolerance of +/- 1/10 foot shall be accepted by Project Site Representative, Engineer, and Lake Lining Contractor at a slope not to exceed 4:1 in any circumstance, prior to installation of liner system.

D. Where utilities conflict with lake excavation or anchor trenching, contact the Project Site Representative.

3.3 INSTALLATION OF NATURAL SOFT LAKE EDGES:

A. Install lake edge treatments as required by the construction documents, details, and specifications.

3.4 INSTALLATION OF GEOTEXTILE

A. Install loose lay geotextile above and below RPE liner as shown in the details and as recommended by the manufacturer.

B. Complete field seams at all overlapped joints. Heat weld or utilize manufacturer's recommended products and procedures.

C. Secure the geotextile to pipe penetrations as shown in the details by overlapping fabric over the top of the RPE liner and under the batten strip.

3.5 INSTALLATION OF LAKE LINER

A. General:

1. Installation shall be performed by a contractor that has previously installed a minimum of 1,000,000 sq. ft. of this material, or by a contractor that has a Fabricator Field Service Representative in attendance during the entire installation process. Provide documentation of experience and presence at site during installation.

3. The surface (substrate) to receive the liner shall be compacted per the liner manufacturer's specifications, smooth and free from sharp objects that could puncture the lining.

4. Remove all vegetation prior to installation of the liner.

5. Subgrade shall be accepted by lining installation contractor at a slope not to exceed 4:1in any circumstance, prior to installation of liner system.

6. Structures and piping should be installed in the lake prior to the liner installation.

7. Place the geotextile and RPE liner over the prepared surfaces corresponding to the interface test submittal and results in such a manner to assure minimum handling. Use sandbags (or similar ballast) to keep the panels in place during installation. Avoid wrinkles in the seam areas and around mechanical attachments.

8. Place liner and geotextile material in the 'U'-shaped anchor trench as shown in the detail, extended through all three sides of the trench.

9. Closely fit and seal the lining around inlets, outlets, and other projections through the lining using prefabricated fittings where possible.

10. Closely fit and seal the lining around inlets, outlets, and other projections through the lining using prefabricated fittings/pipe boots where possible.

11. Secure the liner to concrete structures as shown in the details with a continuous stainless steel batten strip (not in direct contact with the concrete) and stainless steel concrete anchor bolts.

12. Secure the RPE liner to pipe penetrations as shown in the details with a continuous stainless steel batten, washer, and stainless steel concrete anchor bolt. Apply a continuous bead of butyl caulk behind the batten strip.

13. Do not drive any vehicle over the RPE liner.

14. Perform all installation procedures, materials, workmanship, and testing in accordance with liner manufacturer's instructions and recommendations.

B. Field Joints:

1. Use lap joints to seal factory fabricated panels of RPE together in the field.

a. Form lap joints per manufacturer's requirements.

b. Remove all dirt, dust, and other foreign materials from the material and scrub the mating surfaces.

2. Construct all joints in a manner recommended by the manufacturer and in accordance with accepted industry practices.

C. Joints to Structures: Construct all joints in a manner recommended by the manufacturer and in accordance with accepted industry practices.

D. Repairs to RPE: Make any necessary repairs in a manner recommended by the manufacturer.

E. Quality of Workmanship:

1. Any lining surface showing injury due to scuffing, penetration by foreign objects or distress from rough subgrade shall, as directed by Project Site Representative, be replaced or covered and sealed with an additional layer of RPE of the proper size.

2. All joints upon completion of the work shall be tightly bonded.

F. Quality Assurance: Furnish a Technical Field Representative from the liner manufacturer for at least three (3) site visits during construction to observe the installation, to prepare field reports documenting site visit observations, and to insure compliance with the manufacturer's installation procedures. Submit field reports to by Project Site Representative within three (3) days offsite visit.

3.8 INSTALLATION OF OTHER COMPONENTS

A. Install other materials shown on the drawings or installation details to be part of the lake liner construction, even though such items may not have been referenced in these specifications.

3.9 PROJECT RECORD DRAWINGS

A. Record alterations. Record work that is installed differently than shown on the construction drawings.

B. Document changes to design. Maintain on-site and separate from documents used for construction, one complete set of contract documents as Project Documents. Keep documents current. Do no permanently cover work until accurate "as-built" information is recorded.

C. Record alterations on a daily basis. Record work that is installed differently than shown on construction drawings. Record accurate reference dimensions, measured from at least

two permanent reference points, of each liner penetration and note areas where liner is attached with batten strip.

D. Turn over the Project Documents to the Project Site Representative. Completion of the Project Documents shall be a prerequisite for the Review at the completion of the lake/stream water fall feature lining & edge treatment systems installation.

3.10 CLEANUP

A. Upon completion of Work, remove from the site all machinery, tools, excess materials, and rubbish.

B. Remove all debris and foreign material from the construction area and wet well.

END OF SECTION 131224 – RPE LINER AND TESTING

SECTION 131231 – AQUATIC PLANTERS

Part 1 - General

Contractor shall provide all labor, materials, appurtenances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all construction activities and operations for the work described in this section, complete, as shown on the drawings or specified herein. The work includes but is not necessarily limited to all the section below.

Part 2 - Products

2.01 PLANTER

Contractor shall construct planters per the size, shape, and location as shown on the construction plans with a minimum depth of 18 inches. Soil backfill shall be per Section 3.01 and 2.02 – Planter Soil. Planter bottom shall be concrete veneer over geomembrane liner. Vegetation shall be planted per the plans or, per Engineer's instructions.

2.02 PLANTER SOIL

In general, the planter soil shall be coarse, sandy loam, select material approved by the Engineer. Planter soil shall be free from lumps or balls of clay and shall not contain excessive amounts of calcareous or clay coatings, and shall not contain any caliches, debris, synthetic materials, deleterious or foreign substances. In addition, planter soil shall meet the following gradation criteria: no more than 50% of the material shall be fine (pass the no. 200 sieve), and the fine clay fraction shall not be more than 20%, leaving at least 30% as silt. The planter soil plasticity index (PI) shall be less than 10.

Part 3 - Execution

3.01 PLANTER SOIL

A. Planter soil for the liner and aquatic planters shall be selected from on-site borrow locations left by the mass grading Contractor (others) and approved by the Engineer.

1. Planter soil shall be placed over the lining and/or concrete veneer where shown on the plans, after liner and veneer installation, inspection and approval by the Engineer, to the grades, elevations, and depths shown on the plans. Soil containing sharp, jagged rock, clods, roots, debris or any other material which may be abrasive to, or may puncture the membrane, shall not be used as cover material. The Contractor shall satisfactorily demonstrate to the Owner and Engineer that use of the chosen material shall not have any detrimental effects on the lake.

END OF SECTION 131231 – AQUATIC PLANTER

SECTION 131250 – MECHANICAL SYSTEM

Part 1 - General

1.01 WORK INCLUDED

A. Contractor shall provide all labor, materials, appurtenances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all construction activities and operations for the work described in this section, complete, as shown on the drawings or specified herein. The work includes but is not necessarily limited to all the section below.

B. Contractor to supply plan for electrical connection from power source. General Contractor to provide construction and installation of power source

C. The system manufacturer shall submit individual pump curves for approval.

D. Pumps shall be inter-connected to level controls for high level "on" and low level shut-off.

E. Piping and fittings in pump station shall be PVC schedule 40 piping and schedule 80 fittings unless otherwise noted or Engineer approved equal.

1.02 REQUIREMENTS OF REGULATORY AGENCIES TO BE FOLLOWED

A. The uniform building code, latest edition, where applicable.

B. Construction safety orders of the federal, state, or local government.

C. The ACI standard specifications for structural concrete, (ACI 30172, revised 1981) where applicable.

D. The national electrical code, latest edition, where applicable.

Part 2 - Products

A. CHEMICAL SYSTEM:
   1. Chemical feed pumps per “STENNER” model 45MHP22, rated 1.1 to 22.0 GPD at 25 psi.
   2. Alum mixer per “DIRECT MIXER” model PLT100EDD-001, direct mounted plate mixer with VFD, motor 1HP TEFC, 230-460/1PH, 17520 RPM.
   3. 50 GAL double wall Alum tank per “CHEMTAINER” model TC2738DC
   4. 35 GAL double wall Acid tank per “CHEMTAINER” model TC2435DC
   5. Contractor to provide chemical for the system:
      i. Aluminum Sulfate 48%, Liquid, Iron Free.
      ii. Hydrochloric Acid 32%, Liquid

Part 3 - Execution

3.01 INSTALLATIONS:

The pump station, monitors, controls, equipment, and all other related materials shall be installed in accordance with Section 1.02 of these Technical Conditions as applicable.

END OF SECTION 131250 – MECHANICAL SYSTEM

SECTION 131251 – LAKE PIPING AND PIPELINE TESTING

Part 1 - General

Contractor shall provide all labor, materials, appurtenances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all construction activities and operations for the work described in this section, complete, as shown on the drawings or specified herein. The work includes but is not necessarily limited to all the section below.

Part 2 - Products

2.01 PIPE AND FITTINGS

A. MATERIALS

Pipe shall be polyvinyl chloride (PVC) and plastic irrigation pipe (pip) to size and pressure class indicated on the plans.

8” Ø and smaller	Schedule 40 IPS Solvent Weld PVC
10” Ø – 12” Ø	100 PSI PVC Irrigation pipe (P.I.P.)
15” Ø – 27” Ø	80 PSI PVC Irrigation pipe (P.I.P.)
30” Ø and larger	Specified on plan

B. SCHEDULE 40 IPS Solvent Weld PVC

a. The pipe shall be listed with NSF and complies with NSF/ANSI Standard 14 and Standard 61. The Sch40 White pipe is dual marked, so it can be used both for Pressure and DWV applications. The dual marked pipe conforms to ASTM D1785 and ASTM D2665.
b. The pipe shall be installed per ASTM D2855. The joints should conform to ASTM D2672, the solvent cement to ASTM D2564 and the primer to ASTM F656.
c. Dimension: the outside diameter and wall thickness of Sch40 pipe are measured in accordance to ASTM D2122

C. PVC Irrigation Pipe (P.I.P.)

a. Pressure class for pip shall be SDR 51 for 80 psi rated and SDR 41 for 100 psi rated unless otherwise noted.
b. Dimension: Irrigation pipe shall be in accordance with Soil Conservation Service standard SCS 430-dd for sizes 6” through 15”, and ASTM D2241 Annex A1 for sizes 15” through 27”. The PVC cell classification is 12454B as defined under ASTM D1748.

D. The pipe shall be homogenous throughout, and free from visible cracks, holes, foreign inclusions or other defects.

E. Joints shall be integral bell, and spigot type with rubber gaskets, conforming to ASTM D3139. The elastomeric ring shall be in accordance with ASTM F477.

F. PVC pipe shall not be stored in the sun for any length of time and shall not be dropped or abused in a manner that can cause cracking. Discolored PVC material shall not be accepted or used.

Part 3 - Execution

3.01 TRENCHING

Trenches shall be excavated to the width necessary to permit the pipe to be laid and jointed properly and the backfill to be placed as specified. In no case shall the trench width at and below the top of the pipe be such that the clean space between the pipe barrel and the trench wall exceed 12" on each side of the pipe. The trench shall be excavated to the proper depth, and the trench bottom shall be graded to provide uniform bearing and support for pipe for its entire length. A continuous trough shall be excavated to receive the bottom quadrant of the pipe, and bell holes shall be provided at each joint to permit the jointing to be performed properly, so that the pipe will be uniformly supported. Whenever soil is encountered in the bottom of the trench that is incapable of supporting the pipe, as determined by the Owner's representative, such soils shall be removed to the depth direction and the trench backfilled and compacted to the proper grade with approved material

3.02 INSTALLATION

The pipe shall be placed to lines and grades as shown on the plans. All lines shall have 3' of cover (minimum) outside the lake perimeter and 1' minimum cover within the lake perimeter except as they emerge from the ground or as otherwise indicated on the plans. Pipes shall vary below minimum grade where existing pipes are encountered. All pipes shall be inspected for cracks or defects just prior to installation. No faulty pipe shall be incorporated into the job. A joint lubricant as recommended by supplier may be used but must be free from harmful effects. Contractor shall comply with the Los Angeles County Public Works Engineering Design Guidelines in conjunction with above requirements as applicable.

3.03 BEDDING AND BACKFILL

Backfill materials shall consist of the excavated material free of large stones (greater than 3 inch diameter) or foreign material. When the excavated material is unsuitable in the opinion of the Owner's representative, other approved material such as sand shall be provided by the Contractor to insure proper backfill and compaction. Any bracing installed to prevent cave-ins shall be withdrawn in a manner that will maintain the desired support during the backfilling operations. Contractor shall comply with the Los Angeles County Public Works Engineering Design Guidelines in conjunction with the above requirements as applicable.

Backfill material in trenches shall be compacted to 90 percent of maximum density, except under roads and structures, which shall be compacted to 95 percent of maximum density. Maximum density shall be defined by the ASTM Specification D698, otherwise known as standard proctor, and ASTM 1557 respectively. The moisture content of the backfill material shall be such that the Contractor is able to meet the specification. Trench backfill from the bottom of the trench to a point halfway up the side of the pipe shall consist of the excavated or approved material tamped to the required density in layers not exceeding 6 inches loose thickness. In lieu of the tamped material, the Contractor may use sand to the same depth. The sand shall be placed in the trench in such a manner that the pipe will not be damaged. The backfill material and/or sand shall be thoroughly worked under the sides of the pipe. Flooding or jetting of trenches will be permitted as a means of achieving compaction, but care should be taken to prohibit any lifting of the pipe due to buoyancy. Contractor shall comply with the Los Angeles County Public Works Engineering Design Guidelines in conjunction with above requirements as applicable.

3.04 PIPELINE TESTING

A. PIPELINE PRESSURE TEST.

All gravity and recirculation pipelines shall be subjected to a field hydrostatic pressure of 50 psi for a period of four hours per Greenbook 306-1.4.5. One hundred percent of the pipeline lengths shall be tested. All concrete anchor blocks shall be per Greenbook specs and shall be allowed to cure a sufficient time to develop adequate thrust resistance prior to testing and the pipeline shall not be tested until it has been filled with water for a minimum of 24 hours. Before testing, the pipe shall be backfilled with 2-½ feet of material or center loaded to hold the pipe in place while testing. The water necessary to maintain this pressure shall be measured through a meter. Any noticeable leaks shall be repaired and any defective pipe shall be replaced with new sections prior to commencing a retest. Test sections shall be physically isolated from previously tested pipelines, existing pipelines or main lines prior to connecting the new line. Tests shall be conducted with the open ends of pipe, valves and fittings suitably closed with plugs or caps as necessary per Greenbook. Valves shall not be operated during the testing procedures. All testing shall be inspected by the Owner and/or Engineer.

B. FIELD TESTING PROCEDURE

The test shall be conducted in the following manner. All air shall be expelled from the pipe. To accomplish this, if air valves or other outlets are not available, taps shall be made at the high points to expel the air and these taps shall be tightly plugged afterwards. The pressure in the pipeline shall then be pumped up to the specified test pressure. When the test pressure in the line has dropped to 10 PSI, at which time the pressure shall again be pumped up to the specified test pressure. This procedure shall be repeated until four (4) hours have elapsed from the time the specified test pressure was first applied. At the end of the four hour period, the pressure shall be pumped up to the test pressure for the last time.

C. LEAKAGE ALLOWANCE

The leakage shall be considered as the total amount of water pumped into the pipeline during the four (4) hour period including the amount required to reach the test pressure for the final time. Leakage shall not exceed the rate of 24 gallons per inch of diameter, per mile, per 24 hours.

The following table indicates the leakage allowance for various size pipes and is equal to the number of gallons per the four hour test period per 1,000 feet of pipe being tested:

Leakage Allowances
Gallons Per Four Hours per 1,000 Feet of Pipe

Pipe Size (Inches)	Test Pressure (PSI)	Allowable Leakage (Gallons)
1	50	.8
1-1/2	50	1.2
2	50	1.5
2-1/2	50	1.9

3	50	2.3
4	50	3.0
6	50	4.6
8	50	6.0
10	50	7.6
12	50	9.0
15	50	11.4
18	50	13.6
21	50	16.0
24	50	18.2
27	50	20.4

Any noticeable leak shall be stopped and all defective pipes, fittings, valves, and other accessories discovered in consequence of the test shall be removed and replaced by the Contractor with sound material. The test shall then be repeated until the total leakage during a test of four hours duration does not exceed the rate specified above. All testing shall be inspected by the Owner's representative.

END OF SECTION 131251 – LAKE PIPING AND PIPELINE TESTING

SECTION 131252 – LAKE WATERSTOP

Part 1 - General

Contractor shall provide all labor, materials, appurtenances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all construction activities and operations for the work described in this section, complete, as shown on the drawings or specified herein. The work includes but is not necessarily limited to all the section below.

Part 2 - Products

2.01 WATERSTOPS:

A. Provide Waterstop-RX bentonite waterstop and water-based adhesive as manufactured by Colloid Environmental Technologies Company (CETCO), 1500 West Shure Drive, Arlington Heights, Illinois 60004-1440, USA. Phone: (847)392-5800; Fax: (847)506-6195; Web-site: http://www.cetco.com.

B. Waterstop shall consist of 75% sodium bentonite and 25% butyl rubber compound formed into uniform coils.

C. NSF Certified: Bentonite waterstop shall be certified by NSF International to conform to the requirements of NSF Standard 61 – Drinking Water System Components – Health Effects.

D. BENTONITE WATERSTOPS:

1. WATERSTOP-RX 101: 1" x 3/4" x 16' 8"' rolls of a flexible strip of bentonite and butyl rubber compound for use in concrete construction joints - not designed for expansion joints.
2. WATESTOP-RX 101T: 1-1/4" x 1/2" x 16' 8" trapezoidal rolls of flexible strip of bentonite and butyl rubber compound with a reinforcing poly scrim for use in concrete construction joints - not designed for expansion joints.
3. WATERSTOP-RX 102: 3/4" x 3/8" x 25' rolls of flexible strip of bentonite and butyl rubber compound for use in concrete construction joints - not designed for expansion joints.

E. WATERSTOP ADHESIVE

1. Volclay WB - ADHESIVE: Gray, non-flammable, latex and water based adhesive used to secure all Volclay Waterstop-RX products to concrete, metal and PVC horizontal and vertical surfaces. Keep from freezing. Application rate: 400-600 linear feet per gallon.

F. WATERSTOP PRODUCT DELIVERY, STORAGE & HANDLING

Deliver materials in factory sealed and labeled packaging. Sequence deliveries to avoid delays, while minimizing on-site storage. Handle and store following manufacturer's instructions, recommendations and material safety data sheets. Protect from construction operation related damage, as well as, damage from weather, excessive temperatures and prolonged sunlight. Remove damaged material from site and dispose of in accordance with applicable regulations.

Part 3 - Execution

3.01 WATERSTOP INSTALLATION

A. WATERSTOP SUBSTRATE INSPECTION AND CONDITIONS:

1. The installer shall examine conditions of substrates and other conditions under which this section work is to be performed and notify the contractor, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected, and are acceptable for compliance with manufacturer's warranty requirements.
2. Installation shall not proceed when work areas are flooded or wet to the extent that would cause bentonite waterstop to hydrate prior to concrete encapsulation.

B. WATERSTOP SURFACE PREPARATION:

Remove dirt, debris, oil, grease, cement laitance, or other foreign matter which will impair or negatively affect the installation of the waterstop. Protect adjacent material surfaces from damage or contamination during installation operations.

C. WATERSTOP GENERAL INSTALLATION GUIDELINES:

1. Install WATERSTOP-RX in all applicable vertical and horizontal cast-in-place concrete construction joints; and around applicable penetrations and structural members. Place WATERSTOP-RX to allow for minimum 3” (75 mm) concrete coverage on all sides (2” (50 mm) coverage for RX-102).
2. Apply WB-ADHESIVE by brush 1" to 1-1/4" (25 - 30 mm) wide, to dry, smooth concrete surface maintaining a minimum 3” (75 mm) depth within the concrete joint. Allow adhesive to dry until the adhesive cures black (5-10 minutes in warm weather; cold weather will extend drying time).
3. Remove release paper from coil of WATERSTOP-RX. Firmly press the entire length of WATERSTOP-RX against the cured (black) adhesive. Verify 3” (75 mm) minimum concrete coverage will be maintained over entire placement of waterstop. Place in maximum practical lengths to minimize coil end joints.
4. Tightly butt coil ends together to form continuous waterstop. Do not overlap coil ends. Where required, cut coils with sharp knife or utility blade to fit coil ends together without overlapping.
5. Following Steps 1-3, install waterstop around all applicable through wall pipes and mechanical penetrations; and around all applicable structural elements like metal H-Piles through the slab.
6. Protect installed waterstop from prehydration prior to concrete placement and product encapsulation. Replace any waterstop material that exhibits significant expansion prior to concrete encapsulation.

D. WATERSTOP CLEAN UP:

Clean areas where adjacent finished surfaces are soiled by work of this Section. Remove all tools, equipment, and remaining product on-site. Dispose of section work debris and damaged product following all applicable regulations.

E. WATERSTOPS QUALITY ASSURANCE

1. Verification of Details: Contractor is to notify the Engineer immediately of any detail, note, or specification which does not comply with current manufacturer's installation requirements.

2. Adhesion: Waterstop-RX is not a self-adhering product. Volclay WB-Adhesive is required to secure Waterstop-RX. No other adhesive should be used. Mechanical fasteners can be used in conjunction with WB-Adhesive, but should not be used solely to secure the waterstop.
3. Installation Instructions: Components and installation procedures shall be in accordance with current manufacturer's printed specifications and recommendations. Verify that the technical data submittals are the most current with manufacturer - (847)392-5800.
4. Expansion Joints: WATERSTOP-RX is not designed, nor intended for waterproofing or sealing expansion joints. Responsibility of waterproofing expansion joints is of others.
5. Concrete: Concrete shall be structural grade quality with a minimum 3000 psi tensile strength. For RX-101 and RX-101T a minimum thickness of 8" (200 mm) with two rows of reinforcing steel is required. For RX-102 a minimum thickness of 5" (125 mm) with a single row of reinforcing steel is required.
6. Protect installed waterstop from prehydration prior to concrete placement and product encapsulation. Replace any waterstop material that exhibits significant expansion prior to concrete encapsulation.

END OF SECTION 131252 – LAKE WATERSTOP

SECTION 131260 – LAKE ELECTRICAL

Part 1 - General

1.01 WORK INCLUDED

A. This Specification and the associated Drawings cover the complete Lake electrical system and all related Work including but not limited to:

1. A complete and operable system of service equipment, switchboards, panelboards, conduits, switches, time clocks, and lighting.

2. Junction and/or pull boxes, conduits, disconnects, starters, contactors, wiring and connection of all motors and mechanical equipment, including connection and wiring of line voltage controls associated with the mechanical systems.

5. Complete grounding system as required and shown on the Drawings.

6. Testing and adjusting of the completed electrical system in the manner described herein.

7. Cleaning of all completed Work and installation adjustment of all trim and decorative items.

1.02 QUALITY ASSURANCE

A. Qualifications of Workers

1. Provide at least one person who shall be present at all times during the execution of the Work of this Section and who shall be thoroughly familiar with the type of materials being installed and the best methods for the installation and who shall direct all Work performed under this Section.

2. Use only experienced licensed electricians completely familiar with the type of construction involved and the materials and techniques specified.

B. Ordinances and Codes: Materials and construction shall conform with applicable sections of the:

National Electrical Code; Department of Industrial Relations; regulations of the State Fire Marshal; and all applicable codes, ordinances, rules and regulations which apply to the construction.

In the event of conflict between the referenced codes, ordinances, Drawings and Specifications, the more stringent shall govern. Any changes required to the Drawings to conform with above mentioned "more stringent" requirement shall not be the cause for additional charges or claims by the Contractor.

C. Verification of Conditions

1. Before commencing Work the Contractor shall inspect the Project site and by submitting a bid for this work shall be deemed to have verified all existing conditions and accepted same as true and complete.

2. The Work under this Section has been indicated on the Drawings in locations which should allow installation without interfering with the Work of other trades; however, the locations are diagrammatic only and the exact finish location of equipment and materials cannot be indicated. Therefore, locations of all Work and equipment shall be verified to avoid interferences, preserve head room and keep openings and passageways clear. Changes shall be made in locations of equipment and materials which may be necessary to accomplish these purposes.

D. Preliminary Operations and Testing

1. Motor driven equipment shall be tested for correct rotation and completion of all connections.

2. Wiring and connections shall be tested for continuity, shorts and improper grounds in accordance with the requirements of the National Electrical Code. Receptacle outlets shall be tested for proper grounding. Repairs resulting from the tests or preliminary operation of the equipment shall be made at the Contractor's expense and shall not be the cause for additional charges or claims by the Contractor.

3. Required tests, in addition to those mentioned above, include but are not limited to:

a. Ground resistance test.

b. Service and feeder conductors insulation resistance.

c. Motor controls and disconnecting devices.

d. Such other tests as may be required by the Construction Manager.

1.03 SUBMITTALS

Provide submittals in accordance with Section 131202

1.04 PRODUCT HANDLING

A. Protection: Use all means necessary to protect electrical materials before, during, and after installation and to protect the installed Work of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner and Landscape Architect and at no additional cost to the Owner.

Part 2 - Products

2.01 MATERIALS, GENERAL

A. Materials shall be new, in unbroken packages and bear the U.L. label of approval.

B. Equipment of one type shall be by same manufacturer. One type of equipment for classifications such as:

1. Switchboards, panels, buss duct, disconnect switches, motor control centers and allied items.

2. Conduit.

3. Wire.

4. Conduit fittings.

5. Fixtures of the same general type.

6. Wiring devices.

2.02 CONDUIT AND FITTINGS

A. Conduit within or under buildings or where exposed outdoors shall be rigid threaded, hot dipped, galvanized, or U.L. approved plastic except where noted otherwise on the Drawings. Metallic conduit shall be of the same metal between outlets or terminals.

B. Use flexible metallic conduit only for short connections of motors and where specifically called for on Drawings. Maximum length shall be 40". Use only liquid tight flexible metal conduit. Install an unbroken code sized, green insulated copper grounding conductor in each liquid tight flexible conduit with permanent connection at motor junction box and service panel ground.

C. Protect, before installation, metallic conduit runs in all slabs laid on grade or in contact with the earth or exposed in damp locations, with two (2) heavy coats of asphaltum rust-resisting compound.

D. Encase conduits 1-1/2" or larger run underground, outside, or under buildings, in concrete envelopes a minimum of 3" thick, except as indicated otherwise on Drawings or stubouts. Conduits 1-1/4" and smaller laid partially in the lower part of or under concrete shall have a minimum of 3" of concrete encasement all around.

E. Low voltage runs underground outside buildings, 1-1/4" or smaller, may be G.I. or sherardized steel conduit, with machine applied wrapping equal to double wrap or Scotch-Wrap #50 tape, half lapped and quadrupled at joints in lieu of concrete encasement.

F. Service conduits through foundations or concrete members shall run through metal sleeves with adequate clearances for full movement of the conduit. Do not run conduits through footings.

G. Secure conduit runs exposed on surfaces with one hole heavy-duty straps or fasten with matching fittings to inserts or trapezes, parallel to building walls and ceilings.

H. Cap all conduit or duct stub-outs with standard factory caps; except cap threaded steel conduit with B.I. water pipe caps in outdoor locations.

I. Use conduit fittings as manufactured by Crouse-Hinds Company, Appleton Electric Co., Plasti-Bond, Perma-Cote, Kor Kap, or approved equal.

J. Employ U.L. liquid tight fittings for use with liquid tight flexible metal conduit.

K. Use unions as manufactured by Appleton, O-Z/Gedney. The use of running threads will not be permitted.

L. Exposed conduit in chemical rooms shall be rigid NEMA 3R Type suitable for installation in corrosive atmospheres.

M. Provide code sized, insulated equipment ground conductor in all conduits with conductors.

2.03 WIRING CONNECTIONS

A. Make connections without strain on conductors, allowing the conductors to take a natural position after connections or taps are made. Include all strand of wire in making the connection.

B. Make connections for wiring by one of the following means

1. Make all taps or connections to conductors with compression type connectors except those smaller than #8 B&S gauge may have soldered connections. Solderless connections for #10 AWG or smaller may be used and shall be "Scotchlok", Buchanan. For #8 AWG or larger, they shall be T&B "LockTite", Burndy "Versitaps".

2. All cable or conductor terminal lugs shall be Burndy "Quicklug", Ilsco. Two piece stamped lugs and solder lugs will not be approved.

3. Paint taped splices in damp or outdoor locations with two (2) coats of insulating paint.

4. Tag all branch circuit wires with circuit number at the panel board and at each point of use with linen or plastic tags.

2.04 CONDUCTORS

Copper conductors 250MCM and Larger shall be stranded, 600 volts, ethylene propylene rubber insulation, Type RHW. Conductors smaller than 250MCM shall be stranded, 600 volt and Type XHHW-2. Conductors shall be manufactured by Rome, Southwire, or approved equal. Do not make splices between boxes.

2.05 COLOR CODING

A. Neutrals (identified conductors shall be white).

B. Phase conductors shall be: Phase A – Black; Phase B - Red; and Phase C - Blue.

C. Green shall be used for mechanical equipment and receptacle grounds only.

2.06 MOTOR WIRING

A. Make final connections to motors with the required AWG (Minimum #12), Flamenol machine tool wire, 19 strand. Control wiring for equipment shall be Flamenol machine tool wire, 19 strand of required AWG. Provide junction boxes at each item of equipment to change from standard building wiring to machine tool wire.

B. Phase motors as proper in direction of rotation.

2.07 PANELBOARDS

A. Minimum interrupting rating of circuit breakers shall be 10,000 amps. Refer to Drawings for higher interrupt rating requirements. Series rated equipment will not be accepted.

B. Panels shall be fully bussed.

C. Busses shall be full length copper and shall be located in the rear of the panel board cabinet. Circuit breakers shall be bolt-on to suitable supporting members at front of cabinet and connected with suitable lugs to the bussing in the rear of the cabinet. Individual circuit breakers shall be removable from the cabinet without disturbing the bussing in any way. Panel boards shall contain ground busses.

D. Locks shall be provided on panel boards. Locks shall be keyed alike.

E. Each panel shall have a two-column circuit index card set under glass or glass equivalent on inside of door. Each circuit shall be identified as to use or area.

F. Tandem mounted or wafer type circuit breakers are not acceptable.

G. Multi-pole breakers shall have one common trip handle or be internally connected. Handle ties are not acceptable.

H. Breaker arrangements shown on the Drawings shall be maintained.

I. Acceptable manufacturers are General Electric, Square D.

2.08 EXTERNALLY OPERATED SWITCHES

Disconnect switches shall meet Fed. Spec. W-S865 for type "A" switches, and have full cover door interlock. The switch enclosure shall carry the NEMA rating for intended use as shown on the Drawings. The H.P. rating of the switch shall be suitable for its' intended use. Switches shall be as manufactured by Square-D, Cutler Hammer.

2.09 TIME CLOCKS

A. Contacts shall have a minimum rating of 40 amperes at 277V.

B. Timing motor shall be heavy duty synchronous, self starting, high torque type, and shall be rated at 120, 208, 240, 277 volt 60 Hz.

C. Motor shall operate normally at temperature range of -60 degrees Fahrenheit to +120 degrees Fahrenheit.

D. Dial shall be 3" diameter, clearly calibrated with day/night zones and 24 hour rotation, with gear to provide one revolution yearly which automatically varies the on/off settings each day according to seasonal changes. Day and month of the year shall show clearly through calendar window on the dial.

E. Clock shall be equipped with 7-spoke omitting wheel marked with days of the week.

F. Clock shall be housed in a flush enclosure where supply circuits emanate from a flush mounted panel board and surface enclosure when supply circuits are from a surface mounted panel.

G. Acceptable manufacturers are Tork, Paragon.

2.10 GROUND FAULT CIRCUIT INTERRUPTERS

A. Minimum rating shall be 20 amperes, 125V, 5 milliampere trip setting, Class A per UL943.

B. Manufacturer to be Crouse-Hinds, Leviton.

2.11 BOXES

A. Boxes shall be of the size required by ordinances or larger, and of pressed galvanized code gauge steel where concealed or exposed on ceilings. Exposed boxes on walls below 7'6" shall be cast steel similar to "FA" condulets.

B. Outlets to be surface where wiring is exposed and flush in areas where conduit is concealed.

C. Provide surface outlets with proper galvanized steel surface cover. Box and cover shall be deep enough to provide at least 1/4" clearance between back of device and back of box. Where box contains more than one device, use proper gang box with proper cover. Surface outlet boxes shall be of the threaded hub type wherever below 8'0".

D. Provide exposed junction boxes with proper flat blank galvanized cover. If necessary for cable installation, additional pull boxes or junction boxes may be installed in accessible locations.

E. Where pull boxes larger than outlet boxes are required, galvanized code gauge sheet steel boxes may be used with covers attached by brass machine screws. Boxes exposed to the weather shall be approved for the purpose, and conduit entrances shall be on the bottom made by means of an interchangeable hub with gasket and adapter nut. Pull boxes not shown on Drawings may be added only after approval of size and location is obtained.

F. For outlets exposed to weather or where noted, cast outlet boxes shall be Crouse-Hinds, Appleton. Boxes shall have proper number and size hubs. Device plates, covers, adapters and boxes shall be as manufactured by Crouse-Hinds, Appleton.

G. Exposed junction boxes, outlet boxes and pull boxes for chemical rooms shall be NEMA 3R type suitable for corrosive atmosphere, non-metallic.

2.12 IDENTIFICATION MARKINGS

A. Plainly mark all motor and electrical appliance control equipment indicating the equipment controlled with engraved metal tags.

B. Provide laminated plastic nameplates on panel boards on the outside of the door at the top indicating panel designation and feeder source.

C. Provide laminated plastic nameplates on distribution switchboards and motor control centers at the top center indicating panel designation and feeder source.

D. Identify each distribution switchboard and motor control center circuit breaker with a laminated plastic nameplate indicating its' use.

E. Type panel board directories on the forms provided with the equipment, indicating the use of each branch circuit breaker.

F. Fasten all laminated plastic nameplates to surfaces with two (2) or more screws.

Part 3 - Execution

3.01 INSPECTION

Be responsible for providing all necessary wiring for the new electrical systems. Wherever wiring is being disrupted due to remodeling or changes, reconnect existing and provide new wiring circuits to accomplish a fully operable system at no additional cost to the Owner.

3.02 COORDINATION

The Drawings are essentially diagrammatic and indicate the desired location, size, routes, connection points, etc., and are to be followed as closely as possible. Proper judgment must be exercised in executing the Work so as to provide the best possible installation in the available space and to overcome difficulties, limitations or interference wherever encountered. Be responsible for the correct placement of this Work, the proper location and connection in relation to Work of other trades, for determining the exact location of all conduits, outlets and equipment, and for installing the conduits in such a manner as to conform to the structure, avoid obstruction, preserve headroom and keep openings and passageways clear. Particular attention is directed to the close coordination required on exposed Work. Locations shown on Architectural or Mechanical Drawings if different than those shown on Electrical Drawings should be communicated to the Landscape Architect and Owner in writing for clarification.

3.03 INSTALLATION

A. Conduit Installation

1. Conduit and metallic raceway systems shall be mechanically and electrically continuous from sources of current to all outlets in a manner to provide a continuous grounding path. Close ends of conduit during construction to prevent entrance of dirt or moisture.

2. Securely fasten conduit to the building construction within three feet of each outlet and within every ten feet thereafter. Secure it to boxes, cabinets, pull boxes, terminals with two locknuts and ends equipped with bushings or a terminal fitting. Cut square with ends carefully reamed.

3. Make bends or elbows so that the conduit will not be injured or flattened.

4. Use insulated metallic bushings in all places where bushings are required.

5. Run exposed conduits level or plumb and parallel to the construction members of the building. No cutting across or diagonal runs will be

permitted. Neatly surmount structural obstructions encountered on conduit runs by the use of fittings or pull boxes.

6. Identify feeder conduits by stamped metal tags secured to exposed section of conduit in main or sub-panels.

7. Make up all threaded conduit joints gas and watertight with conductive sealer except conduit above ground in dry indoor locations.

8. Rigidly support all boxes independently of the conduit system.

B. CONNECTIONS TO EQUIPMENT

1. Fully connect, in an approved manner, all electrical outlets, apparatus, motors, equipment, fixtures, wiring devices and appliances whether they are installed under the Electrical Contract or not, which require electrical connections, to the corresponding electrical system outlet.

2. Where the Work of this Section requires connections to be made to equipment that is furnished and set-in-place under other Sections, obtain such roughing-in dimensions from the manufacturer or supplier of each item as required and assume full responsibility for the installation of the connections thereto.

3.04 ADJUSTMENT AND CLEAN-UP

A. Preliminary Operation: Should the Landscape Architect deem it necessary to operate the electrical installation or any part thereof prior to Substantial Completion of the Work, consent to such preliminary operation and supervise conduction of same. Sub-Contractor to pay all costs occasioned by such operation. Preliminary operation shall not be construed as an acceptance of any Work installed under this Contract.

B. Clean-up: Upon completion of the Work of this Section, immediately remove all electrical materials, debris and rubbish occasioned by this Work to the approval of the Landscape Architect and Owner.

END OF SECTION 131260 – LAKE ELECTRICAL

SECTION "G"

APPENDIX "A"

PROJECT LOCATION MAP

TeWINKLE PARK LAKES
970 Arlington Dr., Costa Mesa

SECTION "G"

APPENDIX "B"

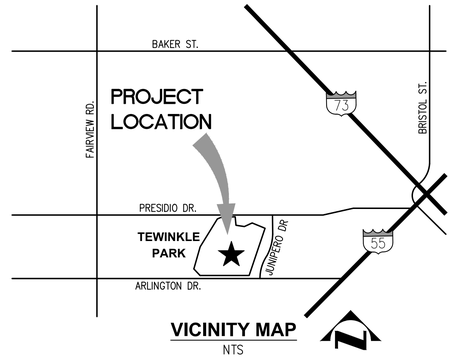
CONSTRUCTION PLANS

Jul. 22, 2024

TEWINKLE PARK

LAKE RENOVATION
BID DOCUMENT PLANS

SITE PLAN
1"=60'



VICINITY MAP
NTS

CONTACTS:

CLIENT:

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT
77 FAIR DRIVE (4TH FLOOR)
COSTA MESA, CA 92626
PHONE: (714) 754-5633
CONTACT: SEUNG YANG

ENVIRONMENT CONSULTANT:

VCS ENVIRONMENTAL
30900 RANCHO VIEJO ROAD,
SUITE 100
SAN JUAN CAPISTRANO, CA 92675
PHONE: (949)-489-2700
CONTACT: DAN BOTT

LAKE ENGINEER:

PACIFIC ADVANCED CIVIL ENGINEERING (PACE)
17520 NEWHOPE STREET, SUITE 200
FOUNTAIN VALLEY, CA 92708
PHONE: (714) 481-7300
CONTACT: ZIRANG SONG, P.E.

SHEET LIST INDEX

Sheet Number	Sheet Title
W100	Title Sheet
W101	General Notes
W102	Structural Notes
W110	Erosion Control and Fencing Plan
W200	Overall Lake Plan
~~W210~~	~~Drain Plan~~ NOT USED
W211	Demolition Plan
W212	Irrigation Demolition Plan
W213	Lake Piping and Utility Plan
~~W214~~	~~Aeration Plan~~ NOT USED
W215	Lake 1 Plan
W216	Irrigation Proposed Plan
W217	Planting Plan
~~W220~~	~~Drain Plan~~ NOT USED
W221	Demolition Plan
W222	Lake Piping and Utility Plan
~~W223~~	~~Aeration Plan~~ NOT USED
W224	Deductive Bid Items – Lake 2 Plan
W225	Deductive Bid Item #1 – Pond and Stream Plan
W226	Deductive Bid Item #2 – Pond and Stream Plan
W227	Deductive Bid Items – Sections
~~W231~~	~~Demolition Plan~~ NOT USED
~~W232~~	~~Island Piping and Utility Plan~~ NOT USED
~~W233~~	~~Island Plan~~ NOT USED
W240	Demolition Details
W250	Lake Details
W251	Lake Details
W252	Lake Details
W253	Lake Details
~~W254~~	~~Lake Details~~ NOT USED
~~W255~~	~~Lake Details~~ NOT USED
W256	Lake Details
~~W257~~	~~Lake Details~~ NOT USED
~~W258~~	~~Lake Details~~ NOT USED
~~W259~~	~~Lake Details~~ NOT USED
W260	Irrigation Details
W300	Flow Schematic
W400	Pump Station Demolition Plan
W410	Pump Station Plan
W411	Pump Station Section
W450	Pump Station Details
W451	Pump Station Details
W500	Electrical General Notes
W501	Electrical Legend
W502	Electrical Single Line Diagram
W503	Electrical Power and Control Plan
~~W532~~	~~Electrical – Island Conduit Utility Plan~~ NOT USED
~~W600~~	~~CP SCHEMATIC~~ NOT USED
~~W601~~	~~CP SCHEMATIC~~ NOT USED
~~W602~~	~~CP SCHEMATIC~~ NOT USED

PLAN APPROVAL:

REVIEWED FOR CONFORMANCE WITH CITY OF COSTA MESA STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN. THE CITY OF COSTA MESA AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY EXIST ON THESE PLANS.

CITY OF COSTA MESA _____ DATE: _____

R.C.E. NO.: _____ EXPIRES: _____

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

THIS DRAWING IS FOR BIDDING USE ONLY AND NOT INTENDED TO BE USED FOR CONSTRUCTION.

NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY: ZIRANG SONG
PROJECT ENGINEER
R.C.E. NO. #C89315
EXP: 06/30/2026
DRAWN: SP/RC/RT
SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

TITLE: TITLE SHEET

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

PACE
Advanced Water Engineering
17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708
P: (714) 481-7300 | www.pacewater.com

SHEET W100
01 OF 50 SHEETS

JOB NO. B836

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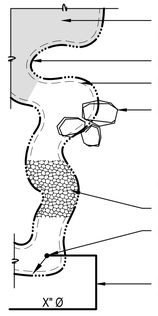
Jul. 22, 2024

LEGEND:



SHADED AREA INDICATES LIMIT OF CONCRETE

INDICATES SHORELINE

INDICATES SHORELINE HINGE POINT

INDICATES BOULDERS WITH GRADUATED SIZES

2'ø	=	10%
3'ø	=	20%
4'ø	=	40%
5'ø	=	20%
6'ø	=	10%

INDICATES RIVER COBBLE SHELL

INDICATES DISCHARGE RISER

INDICATES RECIRCULATION DISCHARGE PIPE AND SIZE SEE GENERAL NOTES #2 & #3

X"Ø — INDICATES RECIRCULATION INTAKE PIPE AND SIZE

1000 — INDICATES RECIRCULATION FLOW IN GALLONS PER MINUTE ±25%

INDICATES WETLAND PLANTER

INDICATES TOTAL EFFECTIVE WEIR LENGTH

INDICATES TOP OF WEIR ELEVATION

INDICATES WATER SURFACE ELEVATION

INDICATES FINISH BOTTOM ELEVATION

INDICATES DETAIL LETTER DESIGNATION

INDICATES SHEET LOCATION

FOOT INDICATES SECTION DIRECTION

VB — INDICATES AERATION VALVE BOX

INDICATES ½"ø WEIGHTED AERATION TUBING

INDICATES AREA OF INFLUENCE

INDICATES AERATION POD

NOTE: NOT ALL SYMBOLS MAY BE USED.

BASE BID SCOPE - SUGGESTED CONSTRUCTION SEQUENCE:

1. CONTRACTOR TO REVIEW ALL AS-BUILT DOCUMENTS AND DO SITE CONFIRMATION BEFORE ANY DEMOLITION OR CONSTRUCTION

2. LAKE 1 AND LAKE 2 DEMOLITION (CONTRACTOR TO DETERMINE CONSTRUCTION PHASING)

   a. CONTRACTOR WILL REMOVE AND TRANSFER EXCESSIVE AND/OR INVASIVE WILDLIFE INCLUDING TURTLES AND FISH TO APPROPRIATE SHELTERS/WILDLIFE CARE CENTERS. CITY WILL DRAIN WATER OUT OF THE LAKE, CONTRACTOR DOES NOT NEED TO INCLUDE THE DRAINAGE OF THE LAKE IN THE SCOPE OF THE WORK BUT WILL NEED TO COORDINATE WITH CITY FOR DRAINING THE LAKES.

   b. CONTRACTOR TO FOLLOW DEMOLITION PLAN (SHEET W211 AND W221) FOR ITEMS TO BE PROTECTED IN PLACE, REMOVED AND REUSED

   c. CONTRACTOR TO CHECK QUANTITY OF THE DEMOLITION ITEMS

3. LAKE 1 AND LAKE 2 CONSTRUCTION (CONTRACTOR TO DETERMINE CONSTRUCTION PHASING)

   a. INSTALL PIPING VALVES AND FITTING (SEE SHEET W213 AND W222)

   b. REGRADING THE LAKE (FINE GRADING)

   c. INSTALL RPE LINER PER SPECIFICATIONS

   d. INSTALL SHORELINE, CONCRETE VENEER AND OTHER LAKE COMPONENTS (SEE SHEET W213 AND W224)

   e. FILL THE LAKE

   f. INSTALL WALKWAY, BOULDERS, LANDSCAPE AND IRRIGATION

4. DEDUCTIVE BID ITEMS

   a. DEDUCTIVE BID ITEMS CONSISTS OF THE UPPER PONDS, STREAMS AND WATERFALLS (CITY WILL HAVE THE OPTION OF INCLUDING OR ELIMINATING DEDUCTIVE BID ITEMS IN THE CONSTRUCTION CONTRACT DEPENDING ON BIDDING RESULT AND AVAILABLE CONSTRUCTION BUDGET)

   b. DEMO THE EXISTING STREAMS, PONDS, AND REBUILD THEM (SEE SHEET W225 AND W226)

   c. INSTALL PONDS PIPING, FITTING AND VALVES INSIDE AND OUTSIDE THE PONDS/STREAMS (SEE SHEET W224)

SUGGESTED LAKE CONSTRUCTION PROCEDURES:

LAKE DRAINAGE AND WILDLIFE REMOVAL:

1. CITY WILL DRAIN WATER IN LAKES. CONTRACTOR WILL NEED TO COORDINATE WITH CITY FOR DRAINING THE LAKES.

2. CONTRACTOR IS RESPONSIBLE FOR WILDLIFE REMOVAL AND TRANSFER. FISH, TURTLES AND OTHER WILD LIFE SHALL BE REMOVED AND CARED FOR BY AN APPROVED WILDLIFE EXPERT (AQUABIO ENVIRONMENTAL TECHNOLOGIES – OFFICE : 310-397-3114)

3. RINSE SIDES OF POND AS THE LEVEL OF THE POND DROPS WITH WATER PROVIDED ONSITE. CONTRACTOR TO WORK ALONGSIDE WILDLIFE COMPANY SO WORK CAN BE DONE AT THE SAME TIME AS WATER LEVEL DECREASES.

4. CONTRACTOR TO REMOVE SEDIMENT FROM THE BOTTOM OF THE POND. CONTRACTOR TO PROVIDE FEE IN THE BID FORM. CONTRACTOR TO STOCKPILE THE SETTLEMENT FOR OTHER USE. CONTRACTOR TO PROVIDE NECESSARY ENZYMES (DIVERSIFIED WATERSCAPES, INC.) AS REQUIRED FOR REMOVAL OF ODORS EMANATING FROM THE SEDIMENT. ENZYMES NEED TO BE ADDED PRIOR TO COMPLETE REMOVAL OF THE WATER FROM THE LAKE AS RECOMMENDED BY THE ENZYME SUPPLIER. CONTRACTOR TO PROVIDE ENZYME LINE ITEM INCLUDING UNIT PRICE IN BID FORMS.

5. CONTRACTOR TO DETERMINE LIMITS OF SOIL LINER AND SEDIMENT. CONTRACTOR TO REMOVE EXISTING LINER.

6. CONTRACTOR TO GRADE THE LAKE PER PLAN AND INSTALL LAKE SHORELINE AND LINER PER SPECIFICATIONS.

7. REMOVE AND DISPOSE OF VEGETATION THAT OCCURS FROM THE PERIMETER OF THE POND PER THE ENVIRONMENTAL REPORT.

8. AT CONCLUSION OF PROJECT, CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND DEBRIS RESULTING FROM THEIR WORK.

LAKE EDGE AND LINING CONSTRUCTION:

1. COMPACT THE SUBGRADE UNDER THE LAKE PER SPECIFICATIONS OR WITH A MINIMUM 90% RELATIVE DENSITY.

2. THE ELEVATIONS SHOWN ON THE LAKE PLANS IS DEPENDENT ON THE WATER SURFACE ELEVATIONS SHOWN.

3. VERIFY ELEVATIONS OF TOP OF SHORELINES AND HINGE POINTS AND CONFIRM THAT THE ELEVATION IS WITHIN PLUS OR MINUS 0.10 FOOT OF THE MAXIMUM WATER SURFACE ELEVATION SHOWN ON THE LAKE PLANS. FINE GRADE AS REQUIRED.

4. STAKE CRITICAL POINTS SUCH AS LAKE EDGE, PIPING PENETRATIONS, AND ALL LAKE COMPONENTS AS SHOWN ON THE PLANS.

5. PROVIDE LAYOUT OF LAKE SIDE OF FREEFORM LAKE EDGE ON THE GROUND FOR APPROVAL BY OWNER OR OWNER'S REPRESENTATIVE.

6. CONSTRUCT THE LAKE EDGE PER THE SHORELINE CONSTRUCTION DETAILS SHOWN ON THE LAKE PLANS. PROVIDE KEYWAY AS REQUIRED. NOT ALL LAKE SHORELINES WILL REQUIRE A KEYWAY.

PIPING NOTES:

1. THE PIPING PLAN IS DIAGRAMMATIC. ROUTING AND FINAL LAYOUT TO BE FIELD DETERMINED BY CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.

2. PIPE TYPE, MATERIALS, AND SUPPORTS SHALL CONFORM TO THE PROJECT SPECIFICATIONS. IN ADDITION, PIPE SHALL BE IN CONFORMANCE WITH UBC, UPC, LOCAL AND NATIONAL BUILDING CODE REQUIREMENTS.

3. PARALLEL PIPE RUNS SHALL BE INSTALLED WITHIN COMMON TRENCHES AND OR PIPE SUPPORTS WHENEVER POSSIBLE.

4. ALL PIPING SHALL BE UNIFORMLY AND CONTINUOUSLY SUPPORTED OVER ITS ENTIRE LENGTH AND ROUTE.

5. ALL ELECTRICAL CONDUITS SHALL BE INSTALLED USING SWEEP FITTINGS IN CONFORMANCE WITH LOCAL AND NATIONAL BUILDING CODES.

6. PRESSURE TEST ALL PIPING PER PROJECT SPECIFICATIONS. KEEP PIPING UNDER PRESSURE TESTING CONDITIONS DURING TRENCH BACKFILL/COMPACTION AND DURING THE INSTALLATION OF WATER FEATURE CONCRETE BASIN.

7. ALL UNDERGROUND AND EQUIPMENT PIPING SHALL BE PVC SCHEDULE 40 UNLESS OTHERWISE DESIGNATED WITHIN PLANS AND SPECIFICATIONS.

8. ALL PIPING RUNS SHALL HAVE THRUST BLOCKS.

LAKE GENERAL NOTES:

1. THESE PLANS ARE INTENDED FOR LAKE/WATER FEATURE CONSTRUCTION USE ONLY. SEE DRAWINGS BY RESPECTIVE DESIGNERS FOR OTHER ASPECTS OF CONSTRUCTION.

2. ALL RECIRCULATION PIPE SHALL BE INSTALLED WITHOUT HIGH POINTS. PREVENT AIR TRAPS AND PROVIDE A 3'-0" (MIN) COVER OUTSIDE WATER FEATURE LIMITS AND A 1'-0" (MIN) COVER WITHIN UNLESS OTHERWISE NOTED ON THE PLANS.

3. ALL PVC PIPE SHALL BE PER THE FOLLOWING SCHEDULE UNLESS OTHERWISE NOTED:

30"ø AND LARGER	80 PSI PVC PIPE OR AS SPECIFIED ON PLAN
15"ø – 27"ø	80 PSI PVC IRRIGATION PIPE (P.I.P.)
10"ø – 12"ø	100 PSI PVC IRRIGATION PIPE (P.I.P.)
8"ø	RING-TITE (RT) CLASS 160
6"ø AND SMALLER	SCHEDULE 40 IPS PVC PIPE

4. PROVIDE THRUST BLOCK ON EVERY PIPE BEND AS REQUIRED. SEE THRUST BLOCK BEARING AREA TABLE ON THE DETAIL SHEETS FOR THRUST BLOCK SCHEDULING.

5. PAINT ALL EXPOSED PVC PIPE WITHIN THE LAKE/WATER FEATURE AREA AND VISIBLE FROM THE SHORELINE WITH BLACK OR DARK BLUE PAINT SUITABLE FOR PIPE MATERIAL.

6. WATER LEVELS SHOWN INDICATE AVERAGE SURFACE ELEVATIONS DURING OPERATION. ELEVATIONS MAY DIFFER DURING SHUTDOWN CONDITIONS.

7. ALL MANUFACTURER PRODUCT CALL-OUTS SHOWN IN THESE PLANS SHALL BE CONSIDERED "OR APPROVED EQUAL" UNLESS OTHERWISE NOTED. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR SUBSTITUTIONS FOR APPROVAL.

8. THE LAKE/WATER FEATURE CONTRACTOR SHALL VERIFY THE AVAILABLE ELECTRICAL POWER PRIOR TO PURCHASING EQUIPMENT.

9. REFER TO SPECIFICATIONS FOR COLOR, TYPE OF BOULDERS TO BE USED, AND INSTALLATION REQUIREMENTS. THE LAKE/WATER FEATURE CONTRACTOR SHALL FURNISH AND INSTALL BOULDERS SUBJECT TO APPROVAL OF THE OWNER. NOTIFY OWNER'S REPRESENTATIVE PRIOR TO SETTING ANY BOULDERS.

10. TOP OF CONCRETE SHORELINE & CONTROL WEIR ELEVATIONS SHALL BE INSTALLED ±0.05' OF ELEVATION AS SHOWN ON PLANS.

11. CONCRETE FOR LAKE CONSTRUCTION UNLESS OTHERWISE SPECIFIED ON PLANS SHALL BE 6 SACK MINIMUM PEA GRAVEL PUMP MIX AND SHALL BE ABLE TO BE PUMPED AT A 3" SLUMP WITH A TRAILER MOUNTED GROUT PUMP WITH A 2" HOSE.

12. THE MEMBRANE LINER SHALL BE 30MIL RPE – SEE LINER SPECIFICATIONS FOR ADDITIONAL INFORMATION.

ABBREVIATIONS:

AR	AIR RELEASE
AIR/VAC	AIR RELEASE AND VACUUM RELIEF
APP EQ	APPROVED EQUAL
BL	BALL VALVE
BF	BIOFILTER
BLDG	BUILDING
BV	BUTTERFLY VALVE
CV	CHECK VALVE
CONC	CONCRETE
CONT	CONTINOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
EW	EACH WAY
EOP	EDGE OF PAVEMENT
EL	ELEVATION
ENG'G	ENGINEERING
EQ	EQUALIZER
FF	FINISH FLOOR
FG	FINISH GRADE
FLG	FLANGE
GAL	GALLONS
GA	GAUGE
GPM	GALLONS PER MINUTE
GV	GATE VALVE
HP	HORSE POWER
HZ	HERTZ
IE	INVERT ELEVATION
IRR	IRRIGATION
MFR	MANUFACTURER
MAX	MAXIMUM
MG	MILLION GALLON
MIN	MINIMUM
OC	ON CENTER
PH	PHASE
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PS	PUMP STATION
RB	REDUCER BUSHING
REINF	REINFORCED
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SCH	SCHEDULE
SPECS	SPECIFICATIONS
SF	SQUARE FEET
THK	THICK
TOF	TOP OF FOOTING
TOP	TOP OF PAVEMENT
TOS	TOP OF SHORELINE
TOW	TOP OF WALL
TDH	TOTAL DYNAMIC HEAD
TYP	TYPICAL
V	VOLTS
WS	WATER SURFACE
WP	WETLAND PLANTER
WQF	WATER QUALITY FILTER

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. --- #C89315
EXP. 09/30/2026

DRAWN SP/RC/PT | SCALE AS SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

TITLE: GENERAL NOTES

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET W101
02 OF 50 SHEETS

JOB NO. B836

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R: \B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W101 General Notes.dwg - Tab: 02 - by rtran on 07/22/24 at 1:24:00 PM

Xrefs: B836-07 36x24v.dwg; B836-07 - Piping Notes.dwg
Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Xrefclip = 1

Jul. 22, 2024

STRUCTURAL TESTS AND SPECIAL INSPECTIONS:

1. STRUCTURAL TESTS AND INSPECTIONS SHALL BE ACCORDING TO CURRENT CALIFORNIA BUILDING CODE.
2. THE SPECIAL INSPECTIONS IDENTIFIED ARE IN ADDITION TO THOSE REQUIRED BY SECTION 110 OF THE CODE, AS AMENDED. SPECIAL INSPECTION IS NOT A SUBSTITUTE FOR INSPECTION BY THE GOVERNING JURISDICTION.
3. AN INDEPENDENT TESTING AGENCY AND SPECIAL INSPECTORS WILL BE RETAINED BY THE OWNER (NOT THE CONTRACTOR OR ANY OTHER PERSON RESPONSIBLE FOR THE WORK) TO PERFORM TESTS AND SPECIAL INSPECTIONS. THE CONTRACTOR SHALL PROVIDE ACCESS AND FURNISH SAMPLES TO THE AGENCY AS REQUIRED.
4. IF INITIAL TESTS OR INSPECTIONS MADE BY THE OWNER'S TESTING AGENCY REVEAL THAT ANY PORTION OF THE WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, ADDITIONAL TESTS, INSPECTIONS AND NECESSARY REPAIRS WILL BE MADE AT THE CONTRACTOR'S EXPENSE.
5. A CERTIFICATE OF SATISFACTORY COMPLETION OF WORK REQUIRING SPECIAL INSPECTION MUST BE COMPLETED AND SUBMITTED TO THE GOVERNING JURISDICTION AND SEOR.
6. PERIODIC OR CONTINUOUS PRESENCE AND INSPECTION BY THE PROJECT OR SPECIAL INSPECTOR ARE REQUIRED FOR THE FOLLOWING TYPES OF WORK WHERE OCCURS:

REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION (CBC TABLE 1705.3)

	VERIFICATION AND INSPECTION	FREQUENCY
1.	INSPECTION OF REINFORCING STEEL AND PLACEMENT.	P
3.	INSPECT BOLTS TO BE INSTALLED IN CONCRETE.	C
4.	INSPECTION OF (POST-INSTALLED) ANCHORS INSTALLED IN HARDENED CONCRETE. INSTALLERS MUST BE CERTIFIED BY MANUFACTURER IN ACCORDANCE WITH ITS ICC REPORTS.	P
5.	VERIFYING USE OF REQUIRED DESIGN MIX.	P
6.	AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	C
7.	INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	C
8.	INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	P
12.	INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	P

REQUIRED VERIFICATION AND SPECIAL INSPECTION OF SOILS (CBC TABLE 1705.6)

	VERIFICATION AND INSPECTION TASK	FREQUENCY
1.	VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	P
2	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	P
3	PERFORM CLASSIFICATION AND TESTING OF CONTROLLED FILL MATERIALS	P
4	VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF CONTROLLED FILL.	C
5	PRIOR TO PLACEMENT OF CONTROLLED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	P

NOTE:
C = CONTINUOUS INSPECTION
P = PERIODIC INSPECTION

EXPANSION (WEDGE) ANCHORS:

1. WHEN INSTALLING DRILLED-IN ANCHORS IN NON-PRESTRESSED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING.
2. EXPANSION OR WEDGE ANCHORS SHALL BE:
   A. INTO CONCRETE: HILTI KB-TZ (ICC ESR-1917)
3. INSTALL ANCHORS IN ACCORDANCE WITH THE ICC REPORT.
4. PROVIDE STAINLESS STEEL FASTENERS FOR EXTERIOR USE OR WHEN EXPOSED TO WEATHER. PROVIDE GALVANIZED CARBON STEEL ANCHORS AT OTHER LOCATIONS UNLESS OTHERWISE NOTED.
5. IF REINFORCEMENT IS ENCOUNTERED DURING DRILLING, ABANDON HOLE AND SHIFT LOCATION TO AVOID THE REINFORCEMENT. PROVIDE A MINIMUM OF 2 ANCHOR DIAMETERS OR 1", WHICHEVER IS LARGER, OF SOUND CONCRETE BETWEEN THE ANCHOR AND THE ABANDONED HOLE. FILL THE ABANDONED HOLE WITH NON-SHRINK GROUT. IF THE ANCHOR MAY NOT BE SHIFTED AS NOTED ABOVE, CONTACT THE SEOR.
6. LOCATE REINFORCEMENT AND CONFIRM FINAL ANCHOR LOCATIONS PRIOR TO FABRICATING PLATES, MEMBERS OR OTHER STEEL ASSEMBLIES ATTACHED WITH ANCHORS.
7. INSTALL ANCHORS TO THE FOLLOWING SPECIFICATIONS:

HILTI KB-TZ ANCHOR							
ANCHOR DIAMETER (IN)	⅜	½		⅝		¾	
EMBED (IN)	2	2	3¼	3⅛	4	3¾	4¾
MIN HOLE DEPTH (IN)	2⅝	2⅝	4	3⅞"	4¾"	4⅝	5¾"
INSTALL TORQUE (LB-FT)	25	40	40	60	60	110	110
MIN THICKNESS (IN)	4	4	6	5	6	6	8

8. MAINTAIN A MINIMUM EDGE DISTANCE OF 1.5 TIMES THE ANCHOR EMBEDMENT AND MINIMUM ANCHOR SPACING OF 3 TIMES THE ANCHOR EMBEDMENT UNLESS OTHERWISE NOTED. CONTACT SEOR IF THIS CANNOT BE ACCOMPLISHED.

EPOXY DOWELS:

1. WHEN INSTALLING DRILLED-IN DOWELS IN EXISTING NON-PRESTRESSED REINFORCED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS.
2. DOWELS SHALL BE EPOXIED WITH THE FOLLOWING MATERIALS:
   A. INTO CONCRETE: HILTI HIY-HY 200 WITH SAFESET SYSTEM (ICC ESR-3187)
      HILTI HIT-RE 500-SD (ICC ESR-2322)
      SIMPSON SET-XP (ICC ESR-2508)
3. DOWEL SHALL CONFORM TO ASTM A615 GRADE 60 REINFORCING STEEL.
4. REMOVE GREASE, OIL, RUST AND OTHER LAITANCE FROM RODS AND DOWELS PRIOR TO INSTALLATION.
5. IF REINFORCEMENT IS ENCOUNTERED DURING DRILLING, ABANDON HOLE AND SHIFT THE ANCHOR LOCATION TO AVOID REINFORCEMENT. PROVIDE A MINIMUM OF 2 ANCHOR OR DOWEL DIAMETERS OR 1", WHICHEVER IS LARGER, OF SOUND CONCRETE BETWEEN THE ANCHOR OR DOWEL AND THE ABANDONED HOLE. FILL THE ABANDONED HOLE WITH NON-SHRINK GROUT. IF THE ANCHOR OR DOWEL MAY NOT BE SHIFTED AS NOTED ABOVE, CONTACT THE SEOR.
6. LOCATED REINFORCEMENT AND CONFIRM FINAL ANCHOR LOCATIONS PRIOR TO FABRICATING PLATES, MEMBERS OR OTHER STEEL ASSEMBLIES ATTACHED WITH EPOXY ANCHORS.

STRUCTURAL GENERAL NOTES:

1. MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CURRENT EDITION OF THE CALIFORNIA BUILDING CODE, TITLE 24, THE ORDINANCES OF THE LOCAL BUILDING OFFICIAL, AND THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
2. REFERENCE TO CODES, RULES REGULATIONS, STANDARDS, MANUFACTURER'S INSTRUCTIONS OR REQUIREMENTS OF REGULATORY AGENCIES IS TO THE LATEST EDITION OF EACH IN EFFECT AT THE DATE OF SUBMISSION OF BID UNLESS THE DOCUMENT DATE IS SHOWN.
3. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, USE SIMILAR DETAILS OF CONSTRUCTION, SUBJECT TO REVIEW BY THE STRUCTURAL ENGINEER OF RECORD (SEOR).
4. VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK. NOTIFY LANDSCAPE ARCHITECT OF DISCREPANCIES.
5. DO NOT SCALE THE DRAWINGS.
6. TOLERANCES SHALL BE ACCORDING TO THE BUILDING CODE.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES AND RESOLVE BEFORE PROCEEDING WITH THE WORK.
8. THE CONTRACTOR SHALL SUPERVISE, DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. THE SUPPORTING SERVICES BY THE SEOR, WHETHER PERFORMED PRIOR TO, DURING, OR AFTER CONSTRUCTION, ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS; BUT THEY DO NOT GUARANTEE THE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSIDERED AS SUPERVISION OF CONSTRUCTION.
9. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING A SAFE PLACE TO WORK AND MEETING THE REQUIREMENTS OF ALL APPLICABLE JURISDICTIONS. EXECUTE WORK TO ENSURE THE SAFETY OF PERSONS AND ADJACENT PROPERTY AGAINST DAMAGE BY FALLING DEBRIS AND OTHER HAZARDS RELATED WITH THIS WORK.
10. CONCRETE SLAB ON GRADE HAS NOT BEEN DESIGNED FOR THE FOLLOWING:
    A. ANY CONSTRUCTION LOADS (I.E. CRANES, CONCRETE TRUCKS OR ETC.)
    B. ANY SPECIFIC OCCUPANT SERVICE LOADS (I.E. FORKLIFTS, STORAGE RACKS OR ETC.)

REINFORCING STEEL:

1. REINFORCING SHALL BE FABRICATED ACCORDING TO THE "MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION" AND SHALL CONFORM TO ASTM A615, GRADE 60.
2. PROVIDE REINFORCING SHOWN OR NOTED CONTINUOUS IN LENGTHS AS LONG AS PRACTICABLE.
3. TERMINATE REINFORCING STEEL IN STANDARD HOOKS UNLESS OTHERWISE SHOWN.
4. ALL REINFORCING STEEL INTERRUPTED BY STRUCTURAL STEEL SHALL TERMINATE WITHIN 1" OF STEEL SURFACE WITH A 90° STANDARD HOOK UNLESS OTHERWISE NOTED.
5. ANCHOR BOLTS, DOWELS AND OTHER EMBEDDED ITEMS SHALL BE SECURELY TIED IN PLACE BEFORE CONCRETE IS PLACED.
6. ACCURATELY POSITION, SUPPORT AND SECURE REINFORCEMENT FROM DISPLACING DUE TO FORMWORK, CONSTRUCTION, OR CONCRETE PLACEMENT OPERATIONS. LOCATE AND SUPPORT REINFORCING BY METAL CHAIRS, RUNNERS, BOLSTERS, SPACERS AND HANGERS AT A MAXIMUM SPACING OF 3'-0".
7. SUBMITTAL OF REBAR SHOP DRAWINGS IS NOT REQUIRED BY THE SEOR FOR THIS PROJECT. REBAR SHOP DRAWINGS WILL NOT BE REVIEWED BY THE SEOR.
8. FIELD BENDING OF REINFORCING STEEL SHALL NOT BE ALLOWED UNLESS APPROVED BY THE SEOR.
9. MILL CERTIFICATIONS SHALL BE SUBMITTED FOR REVIEW.

SOILS AND FOUNDATIONS:

1. LOCATE AND PROTECT EXISTING UTILITIES TO REMAIN DURING AND/OR AFTER CONSTRUCTION.
2. REMOVE ABANDONED FOOTINGS, UTILITIES, ETC. WHICH INTERFERE WITH NEW CONSTRUCTION, UNLESS OTHERWISE INDICATED.
3. NOTIFY THE ENGINEER IF ANY BURIED STRUCTURES NOT INDICATED, SUCH AS CESSPOOLS, CISTERNS, FOUNDATIONS, ETC. ARE FOUND.
4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING, UNDERPINNING AND PROTECTION OF EXISTING CONSTRUCTION.
5. REMOVE LOOSE SOIL AND STANDING WATER FROM EXCAVATIONS PRIOR TO PLACING CONCRETE.
6. EXCAVATIONS MUST BE ACCEPTED BY ENGINEER OF RECORD PRIOR TO PLACING REINFORCING AND CONCRETE. NOTIFY THE EOR WHEN EXCAVATIONS ARE READY FOR INSPECTION.
7. PLACE BACKFILL BEHIND RETAINING WALLS AFTER CONCRETE HAS ATTAINED FULL DESIGN STRENGTH.
8. MECHANICALLY COMPACT EXCAVATION BACKFILLS IN LAYERS. PROVIDE 90% MINIMUM COMPACTION IN ACCORDANCE WITH THE ASTM D1557 TEST METHOD UON IN SOILS REPORT. PROVIDE 95% MINIMUM COMPACTION FOR FILL BENEATH FOOTINGS.
9. SCARIFY AND RECOMPACT TOP 6 INCHES OF SOIL BENEATH FILL PER ITEM ABOVE.

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.
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2					
3					
4					
5					

PREPARED BY
ZIRANG SONG
PROJECT ENGINEER
R.C.E. NO. — #C85315
EXP: 09/30/2026

DRAWN SP/RC/RT | SCALE AS SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

TITLE: STRUCTURAL NOTES

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET W102
03 OF 50 SHEETS

JOB NO. B836

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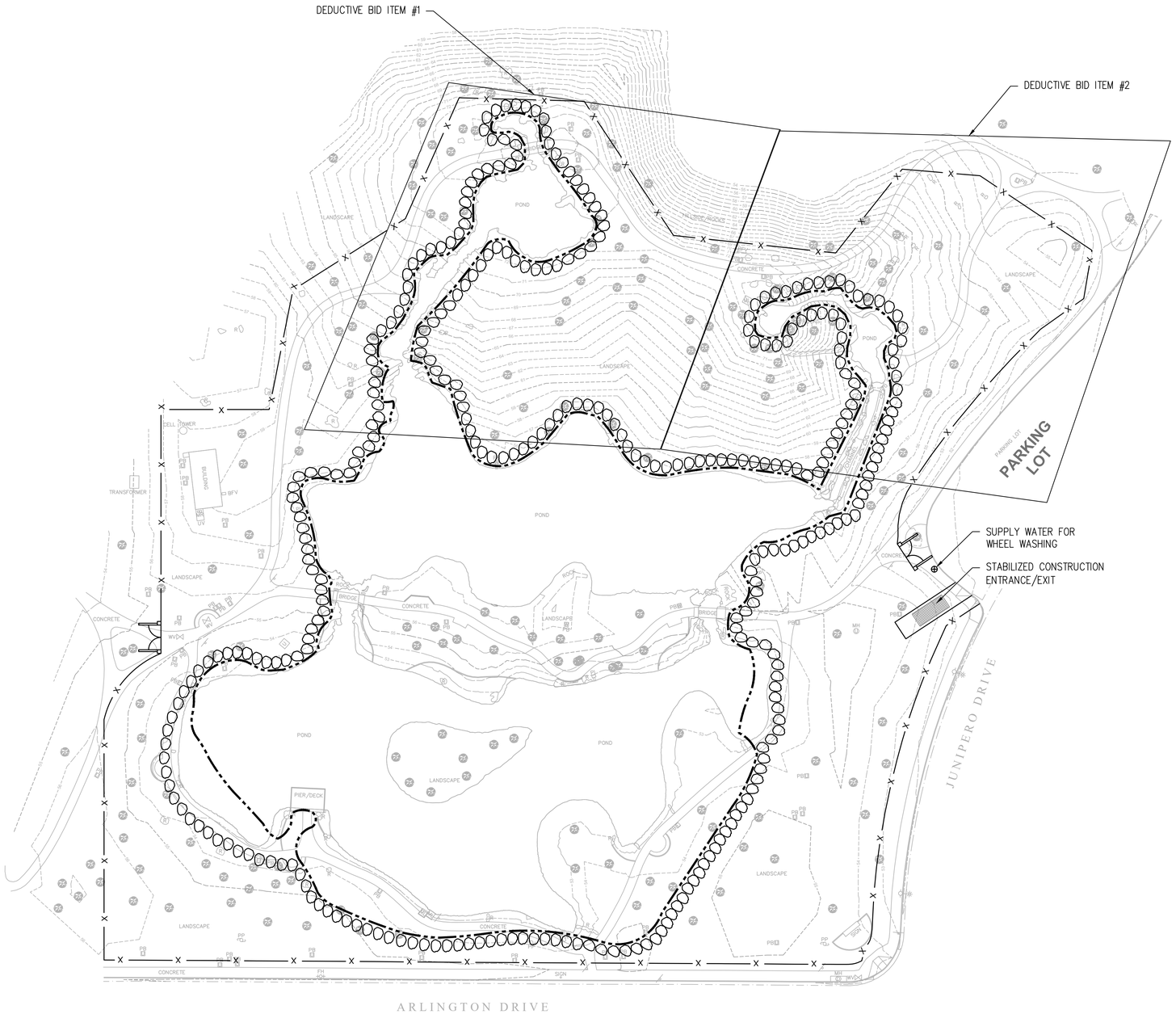
Xrefs: B836-07 36x24v.dwg
Dimscale = 24, LTscale = 1, PSltscale = 1, ACAD Ver. = 23.0s (LMS Tech); Viewtwist = 1
R:\B836\Engineering\B836-13 Bid Documents\sheets\B836-13 W102 Structural Notes.dwg - Tab: 03 - by rtran on 06/27/24 at 9:26:04 AM

Jul. 22, 2024



EROSION CONTROL LEGENDS:

- STABILIZED CONSTRUCTION ENTRANCE
- SAND AND GRAVEL BAGS
- CONSTRUCTION FENCE AND SILT FENCE
- LIMIT OF WORK

STORM WATER POLLUTION PREVENTION NOTES:

1. EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED TO PROTECT THE EXPOSED PORTIONS OF THE SITE FROM EROSION AND TO PREVENT SEDIMENT DISCHARGES.
2. SEDIMENTS AND OTHER POLLUTANTS SHALL BE RETAINED ON SITE UNTIL PROPERLY DISPOSED OF, AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
3. STOCKPILES OF EARTH AND OTHER CONSTRUCTION–RELATED MATERIALS SHALL BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND AND WATER FLOW.
4. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS SHALL BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM, NOR BE ALLOWED TO SETTLE OR INFILTRATE INTO SOIL.
5. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTES.
6. TRASH AND CONSTRUCTION SOLID WASTES SHALL BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
7. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICULAR TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITS SHALL BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
8. STORM WATER POLLUTION PREVENTION DEVICES AND / OR PRACTICES SHALL BE MODIFIED AS NEEDED AS THE PROJECT PROGRESSES TO ENSURE EFFECTIVENESS.

NOTE: ANY ADDITIONAL EROSION/SEDIMENT CONTROLS MEASURES CALLED OUT BY THE SWPPP WOULD SUPERSEDE THOSE SHOWN ON THIS SHEET.

EROSION CONTROL KEYNOTES:

1. INSTALL GRAVEL BAG BARRIER PER CASQA BMP SE-6
2. INSTALL STABILIZED CONSTRUCTION ENTRANCE/EXIT PER CASQA BMP TC-1
3. INSTALL SILT FENCE PER CASQA BMP SE-1

NORTH

40 20 0 40 80

EROSION CONTROL & FENCING PLAN

SCALE: 1"=40'

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PRELIMINARY DESIGN DRAWING

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ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. ---- #C89315
EXP: 09/30/2026

DRAWN: SP/RC/PT
SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

TITLE: EROSION CONTROL AND FENCING PLAN

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET W110
04 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24v.dwg; TopoSurvey.dwg; B836 - Existing Piping.dwg; B836 - Lake Base.dwg
Dimscale = 24, LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Voreidan = 1

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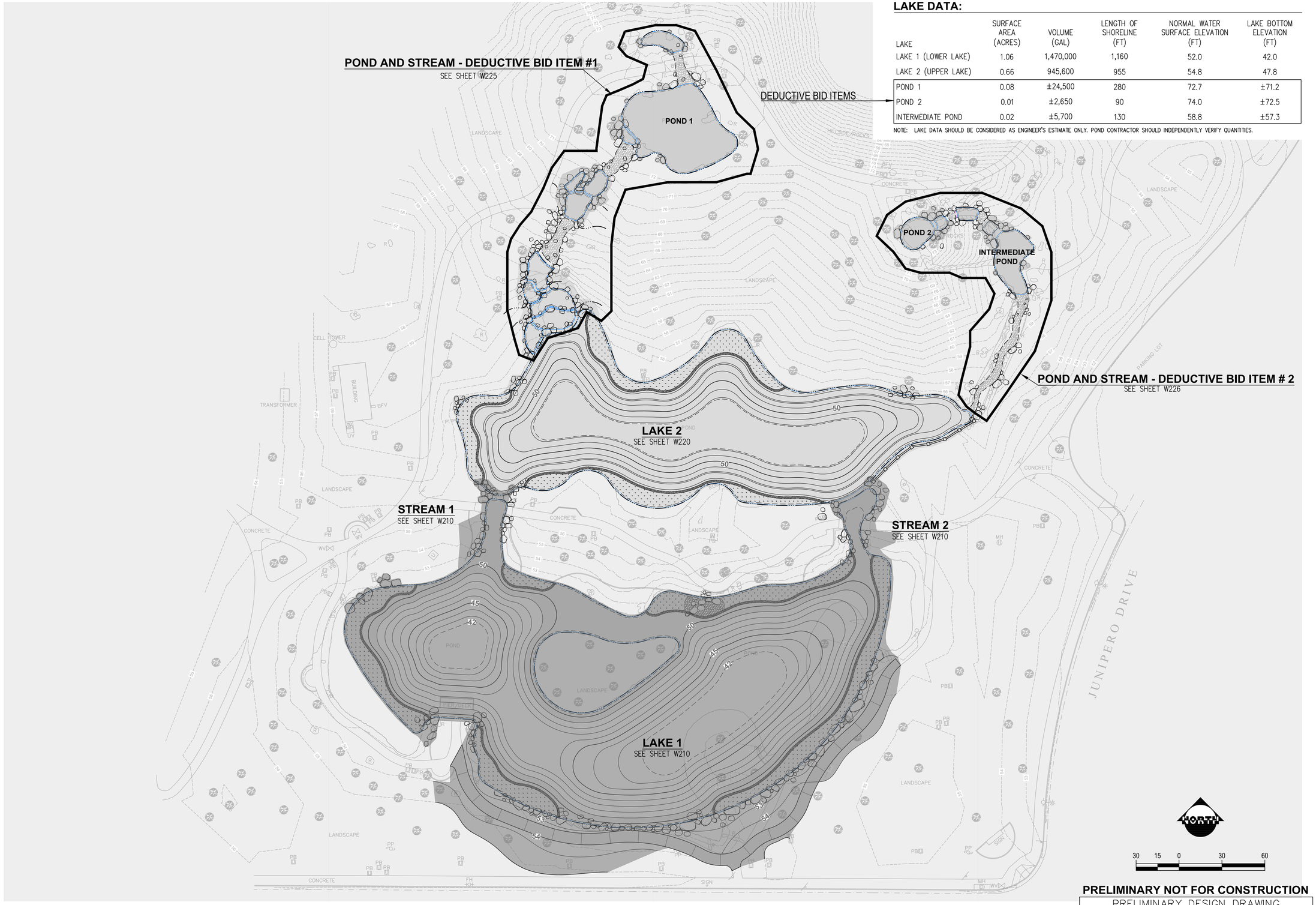
LAKE DATA:

LAKE	SURFACE AREA (ACRES)	VOLUME (GAL)	LENGTH OF SHORELINE (FT)	NORMAL WATER SURFACE ELEVATION (FT)	LAKE BOTTOM ELEVATION (FT)
LAKE 1 (LOWER LAKE)	1.06	1,470,000	1,160	52.0	42.0
LAKE 2 (UPPER LAKE)	0.66	945,600	955	54.8	47.8
POND 1	0.08	±24,500	280	72.7	±71.2
POND 2	0.01	±2,650	90	74.0	±72.5
INTERMEDIATE POND	0.02	±5,700	130	58.8	±57.3

NOTE: LAKE DATA SHOULD BE CONSIDERED AS ENGINEER'S ESTIMATE ONLY. POND CONTRACTOR SHOULD INDEPENDENTLY VERIFY QUANTITIES.



OVERALL LAKE - PLAN VIEW
SCALE: 1"=30'

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY: ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. #C89315
EXP: 09/30/2026

DRAWN: SP/RC/PT
SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

TITLE: **OVERALL LAKE PLAN**

JOB: ***TEWINKLE PARK***
LAKE RENOVATION
COSTA MESA ***CA***

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SHEET **W200**
05 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24v.dwg; TopoSurvey.dwg; B836 - Lake Base.dwg; B836 - Lake Base.dwg
Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Viewtan = 1°

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Jul. 22, 2024

DEMOLITION LEGENDS:

ITEM TO BE REMOVED

ITEM TO PROTECT IN PLACE

CONTAINS ITEMS TO REUSE OR RELOCATE

REUSE OR RELOCATE KEYNOTES:

R1 REMOVE, STORE AND RE-INSTALL THE DOCK AFTER PHASE 1 CONSTRUCTION

R2 REMOVE AND REUSE ANY BOULDERS INSIDE THE LAKES

R3 REMOVE, STORE AND RE-INSTALL THE FLOATING FOUNTAINS (6 TYP. TOTAL) AND UNDERWATER CABLES

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF DEMOLITION ITEMS, PROTECT IN PLACE ITEMS AND QUANTITY PRIOR TO START OF CONSTRUCTION WITH OWNER AND/OR OWNER'S REPRESENTATIVE. AS SHOWN ON THE DEMO PLANS.
2. CONTRACTOR TO COORDINATE WITH OWNER OR OWNER'S REPRESENTATIVES FOR ITEMS TO BE DEMOLISHED.
3. CONTRACTOR TO DISPOSE OF DEBRIS OFF-SITE.
4. CONTRACTOR TO REPLACE ANY ITEMS DAMAGED OR REMOVED THAT WAS NOT SPECIFICALLY IDENTIFIED IN THIS PLAN.

DEMOLITION KEYNOTES:

D1 REMOVE BIOFILTER AT BOTTOM OF LAKE 1

D2 REMOVE LAKE 1 PIPES
- a. 4" BIOFILTER PIPES
- b. 12" BIOFILTER BACKWASH PIPE
- c. 14"ø INTAKE PIPE
- d. RECIRCULATION PIPES (8", 6", 4", 2", 2 ½", 1½")

D3 REMOVE EXISTING UNDERGROUND VAULT NEXT TO THE OVERFLOW BOX

D4 REMOVE LAKE 1 PENINSULAS

D5 REMOVE LAKE 1 EXISTING SHORELINE & LINER

D6 REMOVE WALKWAY

D7 REMOVE LAKE 2 AND PONDS PIPES
- a. LAKE 2 RECIRCULATION PIPES (8", 6", 4", 3", 2 ½", 2", 1½")
- b. POND 1 PIPES
- c. INTERMEDIATE POND PIPES

D8 REMOVE LAKE 2 SHORELINE AND LINER

D9 REMOVE EXISTING VAULT

D10 REMOVE 2½"ø WATER LEVEL SENSOR EQUALIZER

~~D11 REMOVE EXISTING FLOATING FOUNTAIN JUNCTION BOX (CONTRACTOR TO CONFIRM THE LOCATION)~~ NOT USED

~~D12 REMOVE EXISTING FLOATING FOUNTAIN CONDUITS (CONTRACTOR TO CONFIRM THE COUNDUIT ROUTES)~~ NOT USED

D13 REMOVE EXISTING TREES IN DEMOLITION AREA. LOCATION TO BE CONFIRM WITH CITY (5 TYP).

D14 REMOVE EXISTING WATERFALL

D15 REMOVE EXISTING OZONE BOX AND PIPES INSIDE THE LAKE (3 PLCS. AT LAKE 1 AND 1 PLC. AT LAKE 2)

~~D16 REMOVE OZONE EXISTING PIPING~~ NOT USED

D17 REMOVE EXISTING UNDERGROUND VAULT (SCREEN VAULT)

D18 REMOVE EXISTING STREAM #3 AND POND 1

D19 REMOVE EXISTING STREAM #4 AND POND 2

D20 REMOVE EXISTING STREAM #5 AND INTERMEDIATE POND

D21 REMOVE EXISTING WATERFALL FOR REBUILT

D22 REMOVE 8" AND 4"ø POND 1 DISCHARGE

D23 REMOVE 8"ø POND 2 DISCHARGE

D24 REMOVE VALVE AND VALVE BOX

D25 REMOVE 4"ø INTERMEDIATE POND DISCHARGE

D26 REMOVE EXISTING WIRING AND CONDUIT FROM WATER LEVEL SENSOR TO FILL VALVE

D27 REMOVE EXISTING POTABLE WATER CONTROL VALVE

D28 REMOVE EXISTING OVER SHORELINE DISCHARGE

PROTECT-IN-PLACE KEYNOTES:

P1 PROTECT IN PLACE 14"ø INTAKE PIPE

P2 PROTECT IN PLACE 2½"ø WATER LEVEL SENSOR EQUALIZER

~~P3 PROTECT IN PLACE WIRING & CONDUIT FROM WATERLEVEL SENSOR TO FILL VALVE~~ **NOT USED**

~~P4 PROTECT IN PLACE 8"ø & 4"ø POND 1 DISCHARGES~~ **NOT USED**

~~P5 PROTECT IN PLACE 8"ø POND 2 DISCHARGE~~ **NOT USED**

~~P6 PROTECT IN PLACE VALVES IN VALVE BOX~~ **NOT USED**

~~P7 PROTECT IN PLACE 4"ø INTERMEDIATE POND DISCHARGE~~ **NOT USED**

P8 PROTECT IN PLACE BRIDGES BETWEEN LAKE 1 & LAKE 2

P9 PROTECT IN PLACE ALL PONDS SHORELINE, LINER, AND FEATURES

P10 PROTECT IN PLACE WOODEN BRIDGE

P11 PROTECT IN PLACE ALL EXISTING TREES IN AREA OF RENOVATION (26 TYP). NO ACTION ON TREES OUTSIDE OF RENOVATION AREA.

P12 PROTECT IN PLACE OVERFLOW BOX

P13 PROTECT IN PLACE IRRIGATION VALVE BOX FOR FUTURE IMPROVEMENT

P14 PROTECT IN PLACE ELECTRICAL WIRES AND CONDUITS FOR FLOATING FOUNTAIN

P15 PROTECT IN PLACE CONCRETE PULL BOX FOR FUTURE IMPROVEMENT

P16 PROTECT IN PLACE UNDERGROUND VAULT FOR FUTURE IMPROVEMENT

P17 PROTECT IN PLACE ELECTRICAL BOX FOR FUTURE IMPROVEMENT

P18 PROTECT IN PLACE EXISTING PIPING

P19 PROTECT IN PLACE EXISTING SEWER MANHOLE

P20 PROTECT IN PLACE EXISTING IRRIGATION ISOLATION VALVE

P21 CAP AND ABANDON IN PLACE EXISTING OZONE PIPE

P22 PROTECT IN PLACE EXISTING RECYCLED WATER PIPES AND VALVE BOX

P23 PROTECT IN PLACE EXISTING IRRIGATION VALVE BOX

P24 PROTECT IN PLACE EXISTING POTABLE WATER PIPES

P25 PROTECT IN PLACE EXISTING POTABLE WATER VALVE BOX

P26 PROTECT IN PLACE EXISTING POTABLE WATER DISCHARGE

P27 PROTECT IN PLACE DISCHARGE VALVE

P28 PROTECT IN PLACE LAKE 1 ISLAND

P29 PROTECT IN PLACE EXISTING FLOATING FOUNTAIN JUNCTION BOX (CONTRACTOR TO CONFIRM THE LOCATION)

P30 PROTECT IN PLACE EXISTING FLOATING FOUNTAIN CONDUITS (CONTRACTOR TO CONFIRM THE CONDUIT ROUTES)

PUMP STATION DEMOLITION SEE SHEET W400

DO NOT REMOVE D16, ABANDON IN PLACE INSTEAD

LAKE 2

ISLAND

LAKE 1
WS 52.0

P11 8 TYP.

ARLINGTON DRIVE

NORTH

20 10 0 20 40

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PRELIMINARY DESIGN DRAWING

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DEMOLITION PLAN
SCALE: 1"=20'

NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZIRANG SONG
PROJECT ENGINEER
R.C.E. NO. —— #C89315
EXP: 06/30/2026

DRAWN SP/RC/PT | SCALE AS SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

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TITLE **DEMOLITION PLAN**

JOB **TEWINKLE PARK**
LAKE RENOVATION
COSTA MESA CA

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SHEET **W211**
07 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24v.dwg; TopoSurvey.dwg; B836 - Existing Piping.dwg; B836-07 - Demo Keynotes.dwg; B836 - Lake Base.dwg
Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Viewtain = 1

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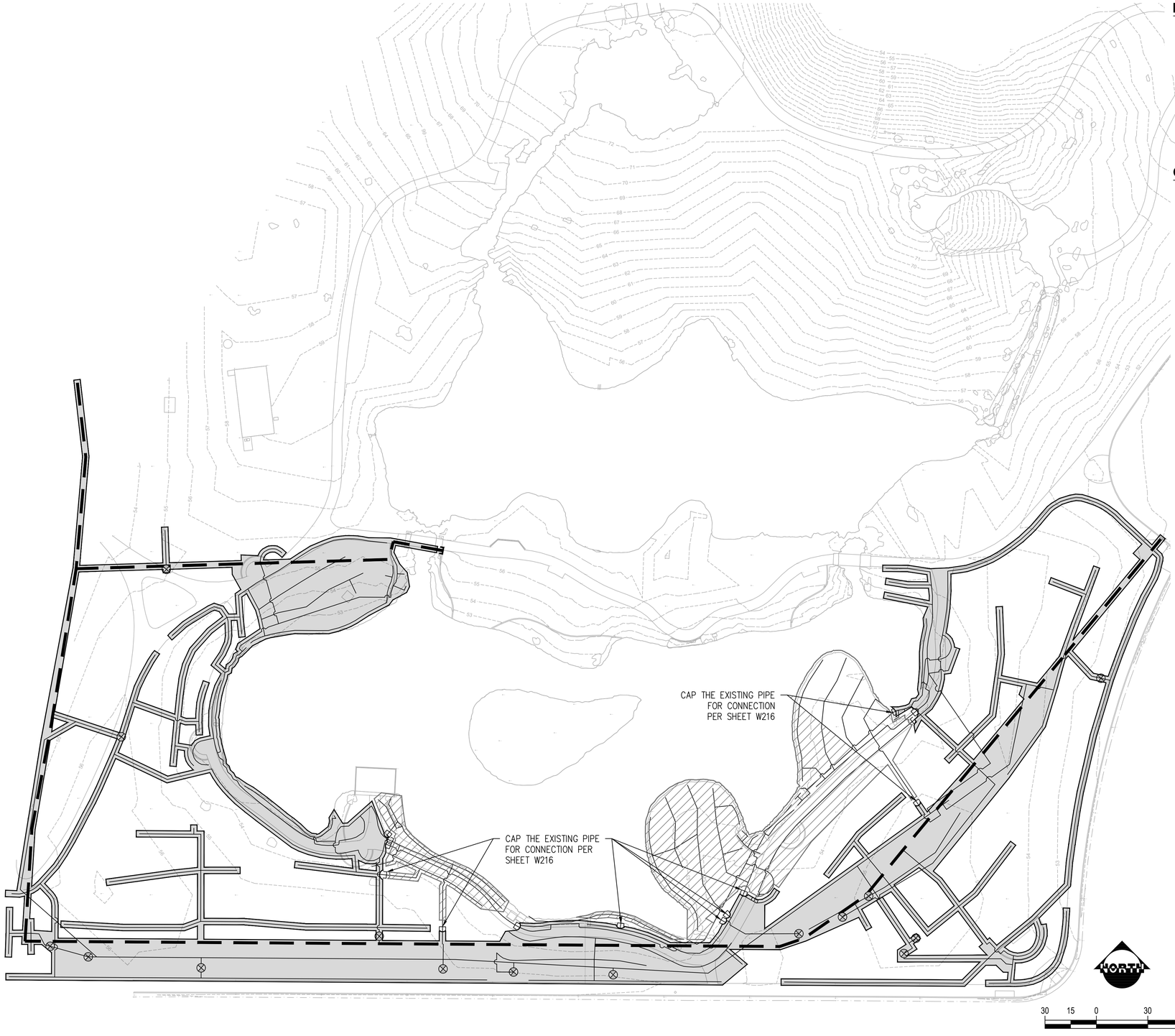
Jul. 22, 2024



IRRIGATION DEMOLITION PLAN

SCALE: 1"=30'

DEMOLITION LEGENDS:

- ITEM TO BE REMOVED
- ITEM TO PROTECT IN PLACE
- EXISTING MAIN IRRIGATION LINE
- EXISTING IRRIGATION LINE
- EXISTING IRRIGATION VALVE

GENERAL IRRIGATION NOTES

1. ALL MAINLINE PIPINS AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES.
2. ALL LATERAL LINE PIPING UNDER PAVING SHALL BE PVC SCHEDULE 40 AND SHALL BE INSTALLED PRIOR TO PACING. THE PIPING SHALL BE A MINIMUM OF 12" BELOW SUB GRADE.
3. PIPE SIZE SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTION OF SMALLER PIPE SIZES SHALL BE PERMITTED BUT SUBSTITUTION OF LARGER SIZES MAY BE APPROVED. ALL DAMAGES AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF THE REJECTION
4. THE 120 VAC ELECTRICAL POWER SOURCE AT THE CONTROLLER LOCATION SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. MAKE THE FINAL CONNECTION FROM THE SOURCE TO THE CONTROLLER OR AS ALLOWED BY LOCAL CODES.
5. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED OR DIRECTED.
6. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, OR OTHER SIMILAR APPURTENANCES SHOWN IN PACED AREAS IS FOR DESIGN AND GRAPHIC CLARIFICATION AND SHALL BE INSTALLED IN IRRIGATED PLANTING AREA WHEREVER POSSIBLE INSTALL ALL VALVES AND BOXES IN SHRUB AREAS AND NOT IN TURF AREAS
7. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTACTOR TO FAMILIARIZED HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALL, STRUCTURES, AND UTILITIES OF THE SITE. COORDINATE WORK WITH OTHER TRADES AND CONTRACTORS FOR THE LOCATION AND INSTALLATION OF ALL IRRIGATION EQUIPMENT. REPAIR AND/OR REPLACE ALL ITEMS DAMAGED BY WORK PERFORMED.
8. DO NOT WILLFULLY INSTALL THE INSTALLATION SYSTEM WHEN IT IS OBVIOUS THAT THE FIELD CONDITIONS VARY FROM THE DRAWINGS AND THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT HAVE NOT BEEN INDICATED ON THE ENGINEERING. SUCH ITEMS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS AUTHORIZED REPRESENTATIVE, ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY REVISIONS IN THE WENT THAT HIS NOTIFICATION IS HEEDED,
9. FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR THEIR OPTIMUM OPERATION
10. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION, REPORT ANY DIFFERENCES BETWEEN THE WATER PRESSURE SHOWN IN THE PLANS AND THE PRESSURE READING IN THE FIELD TO THE OWNERS AUTHORIZED REPRESENTATIVE
11. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED HEREIN SHALL BE INSTALLED PER THE MANUFACTURES RECOMMENDATIONS AND SPECIFICATIONS.
12. REFER TO THE SPECIFICATIONS FOR ADDITIONAL DETAILED INFORMATION.
13. ALL IRRIGATION AREAS SHALL BE 100% COVERED WITHIN IRRIGATION SPRAY ZONE
14. CONTRACTOR TO VERIFY THE EXISTING IRRIGATION PIPE PRIOR TO INSTALLATION OR DEMOLITION.

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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DRAWN: SP/RC/RT
DESIGNED: BL
CHECKED: ZS
SCALE: AS SHOWN
DATE: 7/22/2024

TITLE: IRRIGATION DEMOLITION PLAN

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET W212
08 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24.dwg; TopoSurvey.dwg; B836-07 - Irrigation Base.dwg; B836 - Lake Base.dwg
Dimscale = 24, Lfscale = 1, PSltscale = 1, ACAD Ver. = 23.0s (LMS Tech); Viewtain = 1

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Jul. 22, 2024

LEGENDS:

- DISCHARGE PIPE
- INTAKE PIPE
- IRRIGATION MAIN LINE
- RW — RECLAIMED WATER
- W — POTABLE WATER
- SS — SANITARY SEWER
- SD — STORM DRAIN
- E — ELECTRICAL SERVICE
- POINT OF CONNECTION
- ALUM DISCHARGE W/ VALVE AT SHORELINE
- DISCHARGE JET W/ VALVE AT SHORELINE
- XXX — INDICATES RECIRCULATION FLOW (GPM)
- (X) — INDICATES UTILITY REQUIREMENT
- [X] — INDICATES PIPING COMPONENTS

PIPING NOTES:

1. THE PIPING PLAN IS DIAGRAMMATIC. ROUTING AND FINAL LAYOUT TO BE FIELD DETERMINED BY CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.
2. PIPE TYPE, MATERIALS, AND SUPPORTS SHALL CONFORM TO THE PROJECT SPECIFICATIONS. IN ADDITION, PIPE SHALL BE IN CONFORMANCE WITH UBC, UPC, LOCAL AND NATIONAL BUILDING CODE REQUIREMENTS.
3. PARALLEL PIPE RUNS SHALL BE INSTALLED WITHIN COMMON TRENCHES AND OR PIPE SUPPORTS WHENEVER POSSIBLE.
4. ALL PIPING SHALL BE UNIFORMLY AND CONTINUOUSLY SUPPORTED OVER ITS ENTIRE LENGTH AND ROUTE.
5. ALL ELECTRICAL CONDUITS SHALL BE INSTALLED USING SWEEP FITTINGS IN CONFORMANCE WITH LOCAL AND NATIONAL BUILDING CODES.
6. PRESSURE TEST ALL PIPING PER PROJECT SPECIFICATIONS. KEEP PIPING UNDER PRESSURE TESTING CONDITIONS DURING TRENCH BACKFILL/COMPACTION AND DURING THE INSTALLATION OF WATER FEATURE CONCRETE BASIN.
7. ALL UNDERGROUND AND EQUIPMENT PIPING SHALL BE PVC SCHEDULE 40 UNLESS OTHERWISE DESIGNATED WITHIN PLANS AND SPECIFICATIONS.
8. ALL PIPING RUNS SHALL HAVE THRUST BLOCKS.

UTILITY REQUIREMENTS:

(1) EXISTING 4" POTABLE WATER CONNECTION. CONTROL BY EXISTING WATER LEVEL SENSOR IN VALVE BOX.

(2) AN EXISTING ELECTRICAL FEED @ 480V, 3ø, 4 WIRE TO BE PROTECTED IN PLACE. PROVIDE TERMINATION AT LAKE MOTOR CONTROL PANEL IN THE PUMP STATION. VERIFY REQUIREMENTS WITH THE ELECTRICAL SHEETS. THE ELECTRICAL SHEETS OVERRIDE THIS SHEET FOR CALCULATIONS.

(3) EXISTING SEWER CONNECTION FOR SUMP PUMP DISCHARGE

(4) EXISTING 2"ø RECYCLED WATER

PIPING COMPONENTS:

1. 8"ø LAKES RECIRCULATION DISCHARGE PIPE
2. 6"ø LAKES RECIRCULATION DISCHARGE PIPE
3. 14"ø LAKE INTAKE PIPE WITH SCREEN
4. PIPE PENETRATION
5. EXISTING WATER LEVEL SENSOR IN VALVE BOX
6. EXISTING 2.5" PVC EQUALIZER FOR WATER LEVEL CONTROL
7. NEW PONDS AND STREAMS DISCHARGE PIPE
8. NEW WIRING AND 2" CONDUIT FOR WATER LEVEL CONTROL
9. EXISTING INTAKE PIPE
10. NEW FILL VALVE IN VALVE BOX TO MATCH THE EXISTING
11. EXISTING 3"ø VACUUM BREAKER
12. EXISTING MANHOLE
13. 2" ELECTRICAL CONDUIT
14. EXISTING UNDERGROUND VAULT (SCREEN VAULT)
15. REUSE EXISTING FLOATING FOUNTAINS
16. REUSE EXISTING FLOATING FOUNTAIN JUNCTION BOX

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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PIPING & UTILITY PLAN

SCALE: 1"=20'

NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. — #C89315
EXP: 09/30/2026

DRAWN: SP/RC/RT | SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS | DATE: 7/22/2024

TITLE: **LAKE PIPING AND UTILITY PLAN**

JOB: **TEWINKLE PARK** *LAKE RENOVATION* **COSTA MESA** CA

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SHEET **W213**
09 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24+.dwg; TopoSurvey.dwg; B836 - Lake Base.dwg; B836 - Piping Base.dwg; B836 - Existing Piping.dwg; B836-07 - Legends.dwg; B836-07 - Piping Notes.dwg; B836-07 - Utility Requirement Notes.dwg; B836-07 - Piping Components.dwg
Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Varietals = 1
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Jul. 22, 2024

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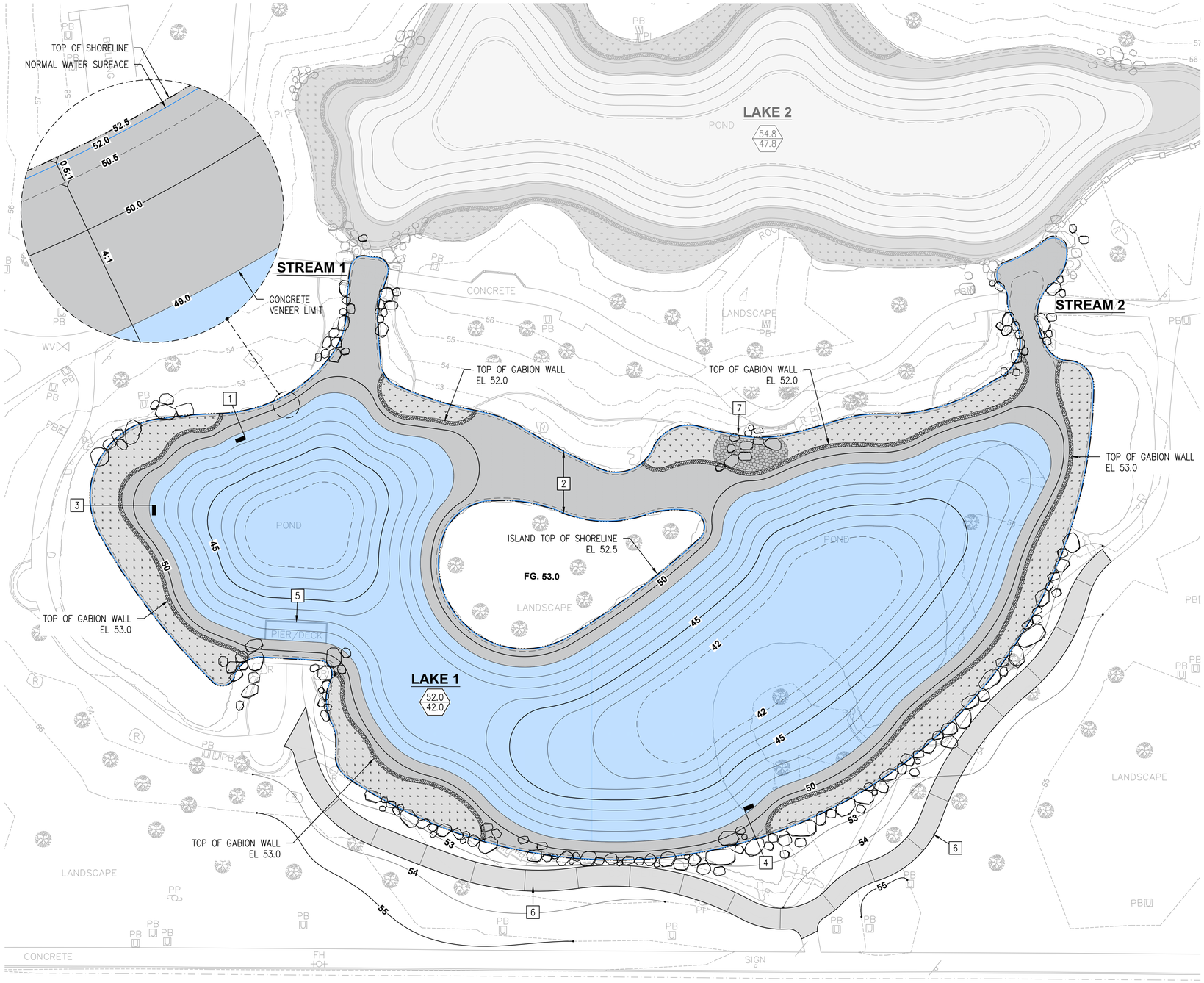

LAKE DATA:

	LAKE 1
SURFACE AREA (ACRES)	1.06
VOLUME (GAL)	1,470,000
LENGTH OF SHORELINE (FT)	1,160
NORMAL WATER SURFACE ELEVATION (FT)	52.0
LAKE BOTTOM ELEVATION (FT)	42.0

NOTE: LAKE DATA SHOULD BE CONSIDERED AS ENGINEER'S ESTIMATE ONLY. POND CONTRACTOR SHOULD INDEPENDENTLY VERIFY QUANTITIES.

LAKE COMPONENTS:

- A W250 / 1 — ERODED CONCRETE SHORELINE
- B W250 / 2 — ERODED CONCRETE SHORELINE WITH STABILIZED DG
- C W250 / 3 — PLANTER SHORELINE
- E W250 / 4 — BOULDER POCKET
- B W251 / 5 — OBSERVATION DECK
- E W258 / 6 — CONCRETE PAVING
- D W250 / 7 — STEPPING STONE AT PLANTER

LAKE 1 - PLAN VIEW
SCALE: 1"=20'

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PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY: ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. —
EXP: 06/30/2026

DRAWN: SP/RC/PT
SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

TITLE: LAKE 1 PLAN

JOB: TEWINKLE PARK
LAKE RENOVATION
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SHEET W215
11 OF 50 SHEETS

JOB NO. B836

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Jul. 22, 2024

IRRIGATION LEGEND

SYMBOL	MANUFACTURER	MODEL # / DESCRIPTION	PSI	GPM	RADIUS	NOZZLE	DETAIL
●	RAINBIRD	1812–SAM–PRS SHRUB POP–UP, 180°	20	0.1	5 FT	5H	SEE SHEET W260–AS BUILT DETAIL C
⏚	RAINBIRD	1812–SAM–PRS SHRUB POP–UP, 180°	20	0.4	8 FT	8H	SEE SHEET W260–AS BUILT DETAIL C
○	RAINBIRD	1806–SAM–PRS TURF POP–UP, 360°	20	3.0	14 FT	15F	SEE SHEET W260–AS BUILT DETAIL B
◔	RAINBIRD	EFB–CP SERIES BRASS VALVE; SEE PLAN FOR SIZE	–	–	–	–	SEE SHEET W260–AS BUILT DETAIL D
⊕	RAINBIRD	QUICK COUPLING IN VALVE BOX	–	–	–	–	SEE SHEET W260–AS BUILT DETAIL E

LEGENDS:

- DISCHARGE PIPE
- INTAKE PIPE
- IRRIGATION MAIN LINE
- RW — RECLAIMED WATER
- W — POTABLE WATER
- SS — SANITARY SEWER
- SD — STORM DRAIN
- E — ELECTRICAL SERVICE
- POINT OF CONNECTION
- ALUM DISCHARGE W/ VALVE AT SHORELINE
- DISCHARGE JET W/ VALVE AT SHORELINE
- XXX — INDICATES RECIRCULATION FLOW (GPM)
- X — INDICATES UTILITY REQUIREMENT
- X — INDICATES PIPING COMPONENTS

GENERAL IRRIGATION NOTES

1. ALL MAINLINE PIPINS AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES.
2. ALL LATERAL LINE PIPING UNDER PAVING SHALL BE PVC SCHEDULE 40 AND SHALL BE INSTALLED PRIOR TO PACING. THE PIPING SHALL BE A MINIMUM OF 12" BELOW SUB GRADE.
3. PIPE SIZE SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTION OF SMALLER PIPE SIZES SHALL BE PERMITTED BUT SUBSTITUTION OF LARGER SIZES MAY BE APPROVED. ALL DAMAGES AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF THE REJECTION
4. THE 120 VAC ELECTRICAL POWER SOURCE AT THE CONTROLLER LOCATION SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. MAKE THE FINAL CONNECTION FROM THE SOURCE TO THE CONTROLLER OR AS ALLOWED BY LOCAL CODES.
5. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED OR DIRECTED.
6. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, OR OTHER SIMILAR APPURTENANCES SHOWN IN PACED AREAS IS FOR DESIGN AND GRAPHIC CLARIFICATION AND SHALL BE INSTALLED IN IRRIGATED PLANTING AREA WHEREVER POSSIBLE INSTALL ALL VALVES AND BOXES IN SHRUB AREAS AND NOT IN TURF AREAS
7. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTACTOR TO FAMILIARIZED HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALL, STRUCTURES, AND UTILITIES OF THE SITE. COORDINATE WORK WITH OTHER TRADES AND CONTRACTORS FOR THE LOCATION AND INSTALLATION OF ALL IRRIGATION EQUIPMENT. REPAIR AND/OR REPLACE ALL ITEMS DAMAGED BY WORK PERFORMED.
8. DO NOT WILLFULLY INSTALL THE INSTALLATION SYSTEM WHEN IT IS OBVIOUS THAT THE FIELD CONDITIONS VARY FROM THE DRAWINGS AND THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT HAVE NOT BEEN INDICATED ON THE ENGINEERING. SUCH ITEMS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS AUTHORIZED REPRESENTATIVE, ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY REVISIONS IN THE WENT THAT HIS NOTIFICATION IS HEEDED,
9. FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR THEIR OPTIMUM OPERATION
10. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION, REPORT ANY DIFFERENCES BETWEEN THE WATER PRESSURE SHOWN IN THE PLANS AND THE PRESSURE READING IN THE FIELD TO THE OWNERS AUTHORIZED REPRESENTATIVE
11. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED HEREIN SHALL BE INSTALLED PER THE MANUFACTURES RECOMMENDATIONS AND SPECIFICATIONS.
12. REFER TO THE SPECIFICATIONS FOR ADDITIONAL DETAILED INFORMATION.
13. ALL IRRIGATION AREAS SHALL BE 100% COVERED WITHIN IRRIGATION SPRAY ZONE
14. CONTRACTOR TO VERIFY THE EXISTING IRRIGATION PIPE PRIOR TO INSTALLATION OR DEMOLITION.

NORTH

20 10 0 20 40

PROPOSED IRRIGATION PLAN
SCALE: 1"=20'

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PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZIRANG SONG
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R.C.E. NO. ---- #C89315
EXP: 06/30/2026

DRAWN SP/RC/RT | SCALE AS SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

TITLE **IRRIGATION PROPOSED PLAN**

JOB **TEWINKLE PARK** *LAKE RENOVATION* **COSTA MESA** CA

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SHEET **W216**
12 OF 50 SHEETS

JOB NO. B836

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OVERALL LAKE - PLAN VIEW
SCALE: 1"=30'

PLANTING PLAN NOTES

1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL PLANT AS SHOWN ON THE PLAN.
2. PLANT LIST ON THIS PLAN SHALL BE USED AS A GUIDE ONLY. CONTRACTOR TO TAKEOFF, VERIFY SIZES AND QUANTITIES.
3. ALL WORK ON THE IRRIGATION SYSTEM, INCLUDING HYDROSTATIC, COVERAGE, OPERATIONAL TESTS, BACKFILL AND COMPACTION OF TRENCHES SHALL BE PERFORMED PRIOR TO PLANTING OPERATIONS.
4. ALL STRUCTURAL, SHORELINE, AND HARDSCAPE SHALL BE INSTALLED PRIOR TO PLANTING OPERATIONS.
5. SAMPLES OF FERTILIZERS, ORGANIC AMENDMENT, SOIL CONDITIONERS AND SEED SHALL BE SUBMITTED PRIOR TO INCORPORATION, CONTRACTOR SHALL FURNISH TO CITY REPRESENTATIVE A CERTIFICATE OF COMPLIANCE FOR SUCH FURNISHED MATERIALS.
6. LOCATIONS OF PLANTS SHALL BE REVIEWED ON SITE BY ENGINEER/ CITY REPRESENTATIVE PRIOR TO INSTALLATION.
7. IF DURING PLANTING OPERATIONS THERE SEEMS TO BE MINIMAL OR NO PERCOLATION IN PLANTING PITS, CONTRACTOR SHALL CEASE PLANTING OPERATIONS AND IMMEDIATELY NOTIFY THE ENGINEER/ CITY REPRESENTATIVE TO DISCUSS ALTERNATIVE TO MAINTAIN POSITIVE ROOTBALL DRAINAGE MEASURES.
8. PLANTING MATERIAL SHALL BE REVIEWED AND APPROVED BY ENGINEER AND CITY REPRESENTATIVE.
9. EXISTING IRRIGATION OUTSIDE OF THE SCOPE OF WORK SHALL REMAIN FULLY OPERATIONAL AND BE PROTECTED IN PLACE. SEE SHEET W212 FOR IRRIGATION DEMOLITION PLAN AND SHEET W216 FOR IRRIGATION PROPOSED PLAN.
10. CONTRACTOR SHALL ADJUST IRRIGATION HEADS AND LATERAL LINES AS NECESSARY TO ACCOMMODATE MODIFICATIONS TO EXISTING PLANTERS AND PROVIDE 100% IRRIGATION COVERAGE TO PROPOSED PLANTING AREAS.

EXISTING TREE NOTES

1. UNLESS OTHERWISE NOTED ON THE PLAN, ALL EXISTING TREES SHALL BE PROTECT IN PLACE.
2. CONTRACTOR, PRIOR TO ANY WORK WITHIN THE PARK, SHALL MEET WITH ENGINEER/ CITY REPRESENTATIVES TO FLAG THE NUMBER OF ALL THE TREES WITH IN THE PARK. EACH TREE SHALL BE ASSIGNED A UNIQUE NUMBER AND CITY REPRESENTATIVE TO CONFIRM DISPOSITION (REMOVAL, RELOCATION, OR PROTECT IN PLACE) OF TREE PRIOR TO ANY CONTRACTOR ACTIVITY RELATED TO THE TREES. TREES SHALL BE FLAGGED WITH COMPASS ORIENTATION.
3. CONTRACTOR TO COORDINATE WITH CITY TO PRUNE THE EXISTING TREE PRIOR TO CONSTRUCTION.
4. ALL EXISTING TREES ON SHALL HAVE PROTECTED BARRIER AROUND THE TREE MINIMUM 15'–0" FROM THE TREE TRUNK. NO HEAVY EQUIPMENT OR VEHICLE TO DRIVE OVER THE TREE ROOTS.
5. ALL TRENCH SHALL STOP MINIMUM 15'–0" AWAY FROM THE TRUNK OF THE TREE. PIPES AND CONDUITS SHALL BE IN TUNNEL UNDER THE TREES. SEE DETAIL X/WXX

AQUATIC PLANTING NOTES

1. PLANT 3 ANEMOPSIS CALIFORNICA IMMEDIATELY OUTSIDE OF LAKE SHORELINE IN DAMP OR WET SOIL. CHOOSE PROTECTED LOCATIONS IF POSSIBLE. SPREAD THE THREE PLANTS AT LEAST TWO FEET APART. THIS DETAIL TYPICALLY MORE IS USED WHERE THERE ARE OTHER PLANTS IN THE WETLAND OR NO WETLAND.
2. PLANT 5 ANEMOSPSIS CALIFORNICA ON MOUNDS OF SOIL BETWEEN ROCKS. SOIL MOUND SHOULD REACH 3 INCHES ABOVE THE WATER SURFACE ELEVATION. ALLOW 1 FT OF SPACE BETWEEN PLANTS. THIS NOTE IS USED WHERE THERE ARE ROCKS IN WETLAND AND NO OTHER PLANTS ARE SHOWN IN THE IMMEDIATE AREA OF THE ROCKS.
3. INSTALL 18 INCH HIGH BLACK PLASTIC WEATHER–RESISTANT FENCE ALONG WETLAND PERIMETER. ATTACH MESH TO 3 FT METAL STAKES, BLACK OR GREEN, AT 5 FT INTERVALS. SECURE WITH BLACK OR GREEN WIRE OR CABLE TIES, 3 PER STAKE. SEE DETAIL C/W259.

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY. / DENSITY
	JUNCUS BALTICUS	BALTIC RUSH	3 FT TALL	1.5 FT SPACING, 1 PLANT PER 9 SF
	JUNCUS EFFUSUS	SOFT RUSH	3 FT TALL	1.5 FT SPACING, 1 PLANT PER 9 SF
	ANEMOPSIS CALIFORNICA	YERBA MANSA	1 FT TALL	PER AQUATIC PLANTING NOTES
	PONTEDARIA CORDATA	PICKERELWEED	3 FT TALL	1.5 FT SPACING, 1 PLANT PER 9 SF
	VINCA MINOR	MYRTLE		
	DYMONDIA	SILVER CARPET		
	ISOTOMA FLUVIATILIS	BLUE STAR CREEPER		
	GRASS TO MATCH EXISTING LANDSCAPE			
	STABILIZED DG			

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

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PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. ---- #C89315
EXP: 06/30/2026

DRAWN: SP/RC/RT | SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS | DATE: 7/22/2024

TITLE: **PLANTING PLAN**

JOB: **TEWINKLE PARK**
LAKE RENOVATION
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SHEET **W217**
13 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24x.dwg; B836 – Lake Base.dwg; TopoSurvey.dwg; B836 – 07 – Planting Plan.dwg
Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Viewtain = 1

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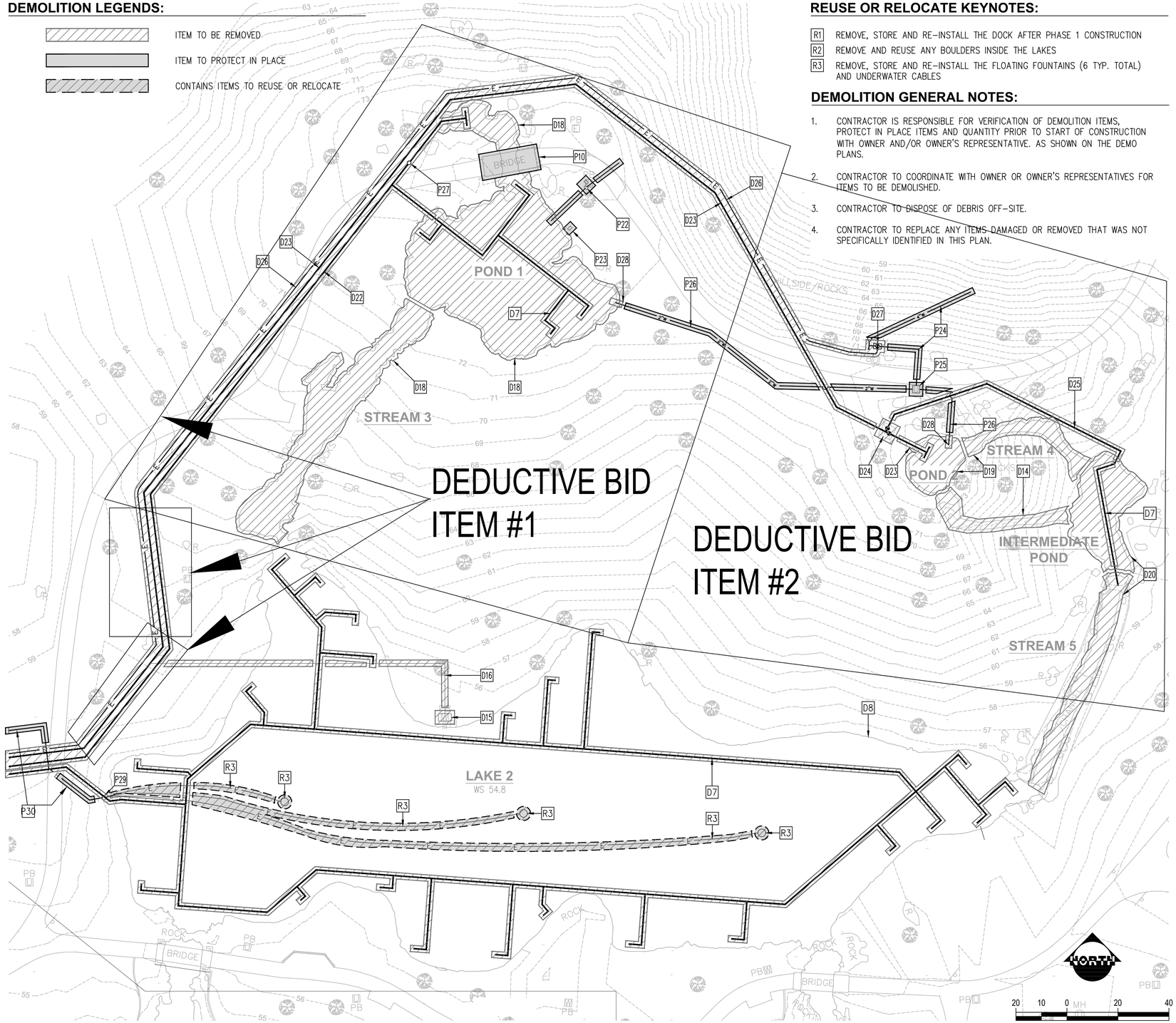
Jul. 22, 2024

DEMOLITION LEGENDS:

ITEM TO BE REMOVED

ITEM TO PROTECT IN PLACE

CONTAINS ITEMS TO REUSE OR RELOCATE



REUSE OR RELOCATE KEYNOTES:

- R1 REMOVE, STORE AND RE-INSTALL THE DOCK AFTER PHASE 1 CONSTRUCTION
- R2 REMOVE AND REUSE ANY BOULDERS INSIDE THE LAKES
- R3 REMOVE, STORE AND RE-INSTALL THE FLOATING FOUNTAINS (6 TYP. TOTAL) AND UNDERWATER CABLES

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF DEMOLITION ITEMS, PROTECT IN PLACE ITEMS AND QUANTITY PRIOR TO START OF CONSTRUCTION WITH OWNER AND/OR OWNER'S REPRESENTATIVE. AS SHOWN ON THE DEMO PLANS.
2. CONTRACTOR TO COORDINATE WITH OWNER OR OWNER'S REPRESENTATIVES FOR ITEMS TO BE DEMOLISHED.
3. CONTRACTOR TO DISPOSE OF DEBRIS OFF-SITE.
4. CONTRACTOR TO REPLACE ANY ITEMS DAMAGED OR REMOVED THAT WAS NOT SPECIFICALLY IDENTIFIED IN THIS PLAN.

DEMOLITION KEYNOTES:

- D1 REMOVE BIOFILTER AT BOTTOM OF LAKE 1
- D2 REMOVE LAKE 1 PIPES
  - a. 4" BIOFILTER PIPES
  - b. 12" BIOFILTER BACKWASH PIPE
  - c. 14"ø INTAKE PIPE
  - d. RECIRCULATION PIPES (8", 6", 4", 2", 2 ½", 1½")
- D3 REMOVE EXISTING UNDERGROUND VAULT NEXT TO THE OVERFLOW BOX
- D4 REMOVE LAKE 1 PENINSULAS
- D5 REMOVE LAKE 1 EXISTING SHORELINE & LINER
- D6 REMOVE WALKWAY
- D7 REMOVE LAKE 2 AND PONDS PIPES
  - a. LAKE 2 RECIRCULATION PIPES (8", 6", 4", 3", 2 ½", 2", 1½")
  - b. POND 1 PIPES
  - c. INTERMEDIATE POND PIPES
- D8 REMOVE LAKE 2 SHORELINE AND LINER
- D9 REMOVE EXISTING VAULT
- D10 REMOVE 2½"ø WATER LEVEL SENSOR EQUALIZER
- D11 ~~REMOVE EXISTING FLOATING FOUNTAIN JUNCTION BOX (CONTRACTOR TO CONFIRM THE LOCATION)~~ NOT USED
- D12 ~~REMOVE EXISTING FLOATING FOUNTAIN CONDUITS (CONTRACTOR TO CONFIRM THE COUNDUIT ROUTES)~~ NOT USED
- D13 REMOVE EXISTING TREES IN DEMOLITION AREA. LOCATION TO BE CONFIRM WITH CITY (5 TYP).
- D14 REMOVE EXISTING WATERFALL
- D15 REMOVE EXISTING OZONE BOX AND PIPES INSIDE THE LAKE (3 PLCS. AT LAKE 1 AND 1 PLC. AT LAKE 2)
- D16 REMOVE OZONE EXISTING PIPING
- D17 REMOVE EXISTING UNDERGROUND VAULT (SCREEN VAULT)
- D18 REMOVE EXISTING STREAM #3 AND POND 1
- D19 REMOVE EXISTING STREAM #4 AND POND 2
- D20 REMOVE EXISTING STREAM #5 AND INTERMEDIATE POND
- D21 REMOVE EXISTING WATERFALL FOR REBUILT
- D22 REMOVE 8" AND 4"ø POND 1 DISCHARGE
- D23 REMOVE 8"ø POND 2 DISCHARGE
- D24 REMOVE VALVE AND VALVE BOX
- D25 REMOVE 4"ø INTERMEDIATE POND DISCHARGE
- D26 REMOVE EXISTING WIRING AND CONDUIT FROM WATER LEVEL SENSOR TO FILL VALVE
- D27 REMOVE EXISTING POTABLE WATER CONTROL VALVE
- D28 REMOVE EXISTING OVER SHORELINE DISCHARGE

PROTECT-IN-PLACE KEYNOTES:

- P1 PROTECT IN PLACE 14"ø INTAKE PIPE
- P2 PROTECT IN PLACE 2½"ø WATER LEVEL SENSOR EQUALIZER
- P3 ~~PROTECT IN PLACE WIRING & CONDUIT FROM WATERLEVEL SENSOR TO FILL VALVE~~ **NOT USED**
- P4 ~~PROTECT IN PLACE 8"ø & 4"ø POND 1 DISCHARGES~~ **NOT USED**
- P5 ~~PROTECT IN PLACE 8"ø POND 2 DISCHARGE~~ **NOT USED**
- P6 ~~PROTECT IN PLACE VALVES IN VALVE BOX~~ **NOT USED**
- P7 ~~PROTECT IN PLACE 4"ø INTERMEDIATE POND DISCHARGE~~ **NOT USED**
- P8 PROTECT IN PLACE BRIDGES BETWEEN LAKE 1 & LAKE 2
- P9 PROTECT IN PLACE ALL PONDS SHORELINE, LINER, AND FEATURES
- P10 PROTECT IN PLACE WOODEN BRIDGE
- P11 PROTECT IN PLACE ALL EXISTING TREES IN AREA OF RENOVATION (26 TYP). NO ACTION ON TREES OUTSIDE OF RENOVATION AREA.
- P12 PROTECT IN PLACE OVERFLOW BOX
- P13 PROTECT IN PLACE IRRIGATION VALVE BOX FOR FUTURE IMPROVEMENT
- P14 PROTECT IN PLACE ELECTRICAL WIRES AND CONDUITS FOR FLOATING FOUNTAIN
- P15 PROTECT IN PLACE CONCRETE PULL BOX FOR FUTURE IMPROVEMENT
- P16 PROTECT IN PLACE UNDERGROUND VAULT FOR FUTURE IMPROVEMENT
- P17 PROTECT IN PLACE ELECTRICAL BOX FOR FUTURE IMPROVEMENT
- P18 PROTECT IN PLACE EXISTING PIPING
- P19 PROTECT IN PLACE EXISTING SEWER MANHOLE
- P20 PROTECT IN PLACE EXISTING IRRIGATION ISOLATION VALVE
- P21 CAP AND ABANDON IN PLACE EXISTING OZONE PIPE
- P22 PROTECT IN PLACE EXISTING RECYCLED WATER PIPES AND VALVE BOX
- P23 PROTECT IN PLACE EXISTING IRRIGATION VALVE BOX
- P24 PROTECT IN PLACE EXISTING POTABLE WATER PIPES
- P25 PROTECT IN PLACE EXISTING POTABLE WATER VALVE BOX
- P26 PROTECT IN PLACE EXISTING POTABLE WATER DISCHARGE
- P27 PROTECT IN PLACE DISCHARGE VALVE
- P28 PROTECT IN PLACE LAKE 1 ISLAND
- P29 PROTECT IN PLACE EXISTING FLOATING FOUNTAIN JUNCTION BOX (CONTRACTOR TO CONFIRM THE LOCATION)
- P30 PROTECT IN PLACE EXISTING FLOATING FOUNTAIN CONDUITS (CONTRACTOR TO CONFIRM THE CONDUIT ROUTES)

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

THIS DRAWING IS FOR BIDDING USE ONLY AND NOT INTENDED TO BE USED FOR CONSTRUCTION.

DEMOLITION PLAN

SCALE: 1"=20'

NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZIRANG SONG
PROJECT ENGINEER
R.C.E. NO. ---- #C89315
EXP: 06/30/2026

DRAWN SP/RC/PT | SCALE AS SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

TITLE **DEMOLITION PLAN**

JOB **TEWINKLE PARK**
LAKE RENOVATION
COSTA MESA CA

PACE
Advanced Water Engineering
17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708
P: (714) 481-7300 | www.pacewater.com

SHEET **W221**
15 OF 50 SHEETS

JOB NO. B836

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R:\B836\Engineering\B836-13 Rbd Documents\Sheets\B836-13 W221 Demolition Plan.dwg - Tab: Demolition Plan - by rrton on 07/22/24 at 11:06:13 AM

Xrefs: B836-07 36x24v.dwg; TopoSurvey.dwg; B836 - Existing Piping.dwg; B836-07 - Demo Keynotes.dwg
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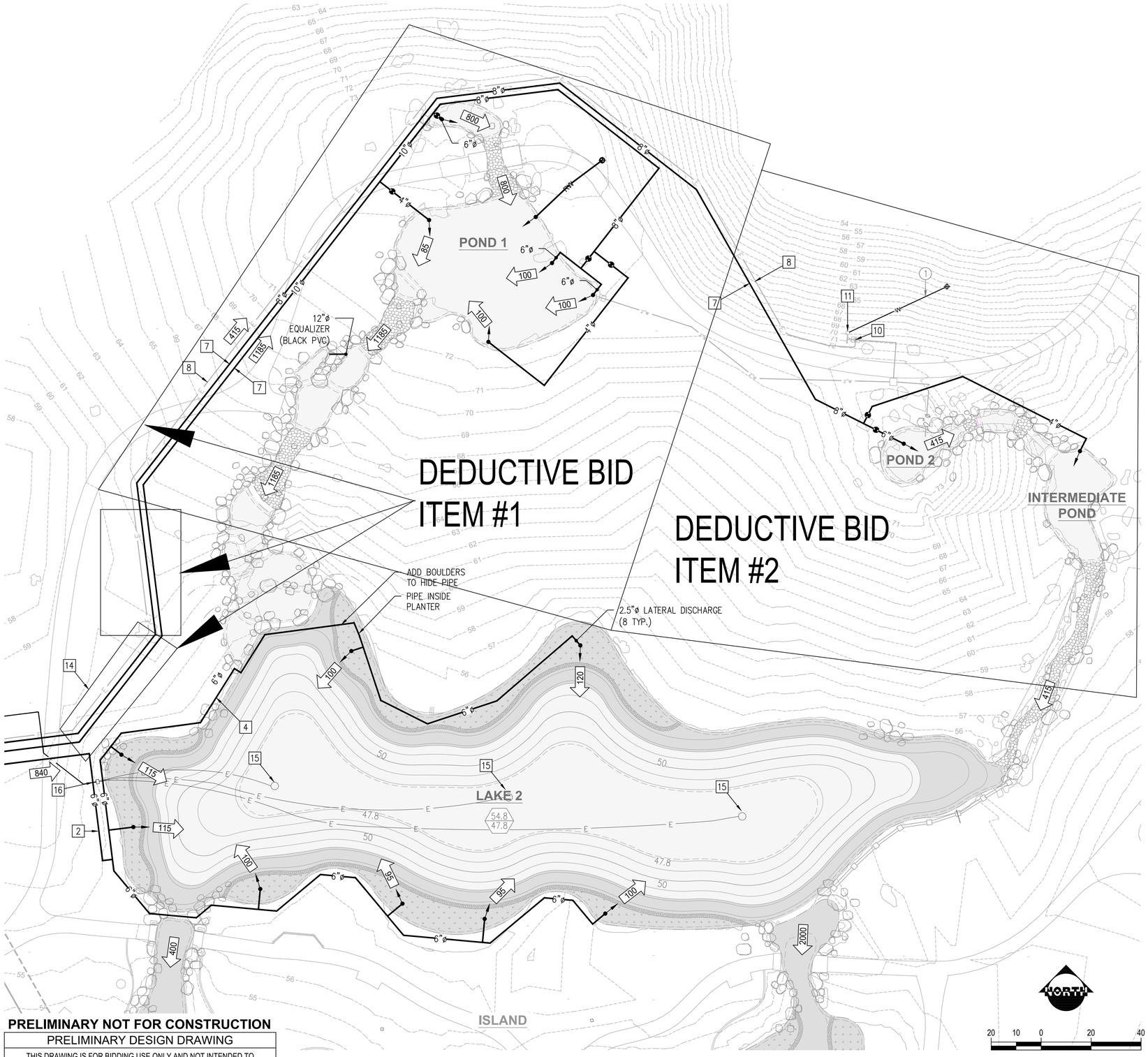

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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LAKE 2 - PIPING & UTILITY PLAN

SCALE: 1"=20'

LEGENDS:

- DISCHARGE PIPE
- INTAKE PIPE
- IRRIGATION MAIN LINE
- RW — RECLAIMED WATER
- W — POTABLE WATER
- SS — SANITARY SEWER
- SD — STORM DRAIN
- E — ELECTRICAL SERVICE
- POINT OF CONNECTION
- ALUM DISCHARGE W/ VALVE AT SHORELINE
- DISCHARGE JET W/ VALVE AT SHORELINE
- XXX — INDICATES RECIRCULATION FLOW (GPM)
- (X) — INDICATES UTILITY REQUIREMENT
- [X] — INDICATES PIPING COMPONENTS

PIPING NOTES:

1. THE PIPING PLAN IS DIAGRAMMATIC. ROUTING AND FINAL LAYOUT TO BE FIELD DETERMINED BY CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.
2. PIPE TYPE, MATERIALS, AND SUPPORTS SHALL CONFORM TO THE PROJECT SPECIFICATIONS. IN ADDITION, PIPE SHALL BE IN CONFORMANCE WITH UBC, UPC, LOCAL AND NATIONAL BUILDING CODE REQUIREMENTS.
3. PARALLEL PIPE RUNS SHALL BE INSTALLED WITHIN COMMON TRENCHES AND OR PIPE SUPPORTS WHENEVER POSSIBLE.
4. ALL PIPING SHALL BE UNIFORMLY AND CONTINUOUSLY SUPPORTED OVER ITS ENTIRE LENGTH AND ROUTE.
5. ALL ELECTRICAL CONDUITS SHALL BE INSTALLED USING SWEEP FITTINGS IN CONFORMANCE WITH LOCAL AND NATIONAL BUILDING CODES.
6. PRESSURE TEST ALL PIPING PER PROJECT SPECIFICATIONS. KEEP PIPING UNDER PRESSURE TESTING CONDITIONS DURING TRENCH BACKFILL/COMPACTION AND DURING THE INSTALLATION OF WATER FEATURE CONCRETE BASIN.
7. ALL UNDERGROUND AND EQUIPMENT PIPING SHALL BE PVC SCHEDULE 40 UNLESS OTHERWISE DESIGNATED WITHIN PLANS AND SPECIFICATIONS.
8. ALL PIPING RUNS SHALL HAVE THRUST BLOCKS.

UTILITY REQUIREMENTS:

(1) EXISTING 4" POTABLE WATER CONNECTION. CONTROL BY EXISTING WATER LEVEL SENSOR IN VALVE BOX.

(2) AN EXISTING ELECTRICAL FEED @ 480V, 3ø, 4 WIRE TO BE PROTECTED IN PLACE. PROVIDE TERMINATION AT LAKE MOTOR CONTROL PANEL IN THE PUMP STATION. VERIFY REQUIREMENTS WITH THE ELECTRICAL SHEETS. THE ELECTRICAL SHEETS OVERRIDE THIS SHEET FOR CALCULATIONS.

(3) EXISTING SEWER CONNECTION FOR SUMP PUMP DISCHARGE

(4) EXISTING 2"ø RECYCLED WATER

PIPING COMPONENTS:

1	8"ø LAKES RECIRCULATION DISCHARGE PIPE
2	6"ø LAKES RECIRCULATION DISCHARGE PIPE
3	14"ø LAKE INTAKE PIPE WITH SCREEN
4	PIPE PENETRATION
5	EXISTING WATER LEVEL SENSOR IN VALVE BOX
6	EXISTING 2.5" PVC EQUALIZER FOR WATER LEVEL CONTROL
7	NEW PONDS AND STREAMS DISCHARGE PIPE
8	NEW WIRING AND 2" CONDUIT FOR WATER LEVEL CONTROL
9	EXISTING INTAKE PIPE
10	NEW FILL VALVE IN VALVE BOX TO MATCH THE EXISTING
11	EXISTING 3"ø VACUUM BREAKER
12	EXISTING MANHOLE
13	2" ELECTRICAL CONDUIT
14	EXISTING UNDERGROUND VAULT (SCREEN VAULT)
15	REUSE EXISTING FLOATING FOUNTAINS
16	REUSE EXISTING FLOATING FOUNTAIN JUNCTION BOX

NO	BY	DATE	REVISIONS	DATE	APP.

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PREPARED BY: ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. #C89315
EXP: 06/30/2026

DRAWN: SP/RC/PT
SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

TITLE: LAKE PIPING AND UTILITY PLAN

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

PACE
Advanced Water Engineering
17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708
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SHEET W222
16 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24+.dwg; TopoSurvey.dwg; B836 – Lake Base.dwg; B836 – Piping Base.dwg; B836 – Existing Piping.dwg; B836-07 – Legends.dwg; B836-07 – Piping Notes.dwg; B836-07 – Utility Requirement Notes.dwg; Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Viewtwist = 1

G:\B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W222 Lake Piping and Utility Plan.dwg – Tab: 16 – by rchan on 07/22/24 at 11:07:48 AM

Jul. 22, 2024

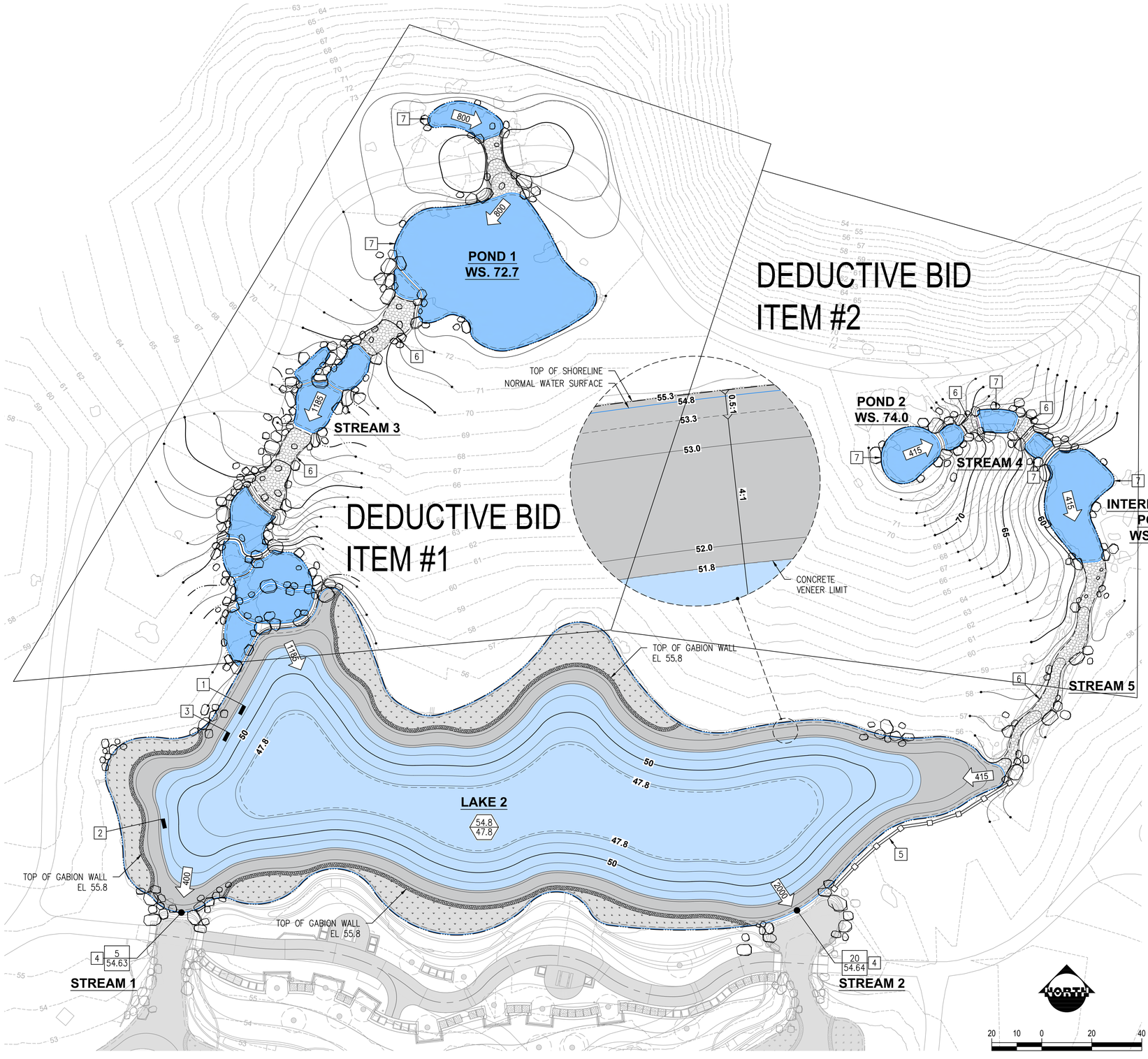
LAKE DATA:

	LAKE 2
SURFACE AREA (ACRES)	0.66
VOLUME (GAL)	945,600
LENGTH OF SHORELINE (FT)	955
NORMAL WATER SURFACE ELEVATION (FT)	54.8
LAKE BOTTOM ELEVATION (FT)	47.8

NOTE: LAKE DATA SHOULD BE CONSIDERED AS ENGINEER'S ESTIMATE ONLY. POND CONTRACTOR SHOULD INDEPENDENTLY VERIFY QUANTITIES.

LAKE COMPONENTS:

- A W250 / 1 — ERODED CONCRETE SHORELINE
- E W250 / 2 — PLANTER SHORELINE
- B W250 / 3 — BOULDER POCKET
- C W255 / 4 — WATERFALL WITH CONTROL WEIR
- A W258 / 5 — POLE FENCE
- E W256 / 6 — NEW STREAM
- F W256 / 7 — NEW POND



LAKE 2 - PLAN VIEW
SCALE: 1"=20'

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY: ZIRANG SONG
PROJECT ENGINEER
R.C.E. NO. #C89315
EXP: 09/30/2026

DRAWN: SP/RC/RT
SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

TITLE: DEDUCTIVE BID ITEMS - LAKE 2 PLAN

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

PACE
Advanced Water Engineering
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P: (714) 481-7300 | www.pacewater.com

SHEET W224
18 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24v.dwg; TopoSurvey.dwg; B836 - Lake Base.dwg
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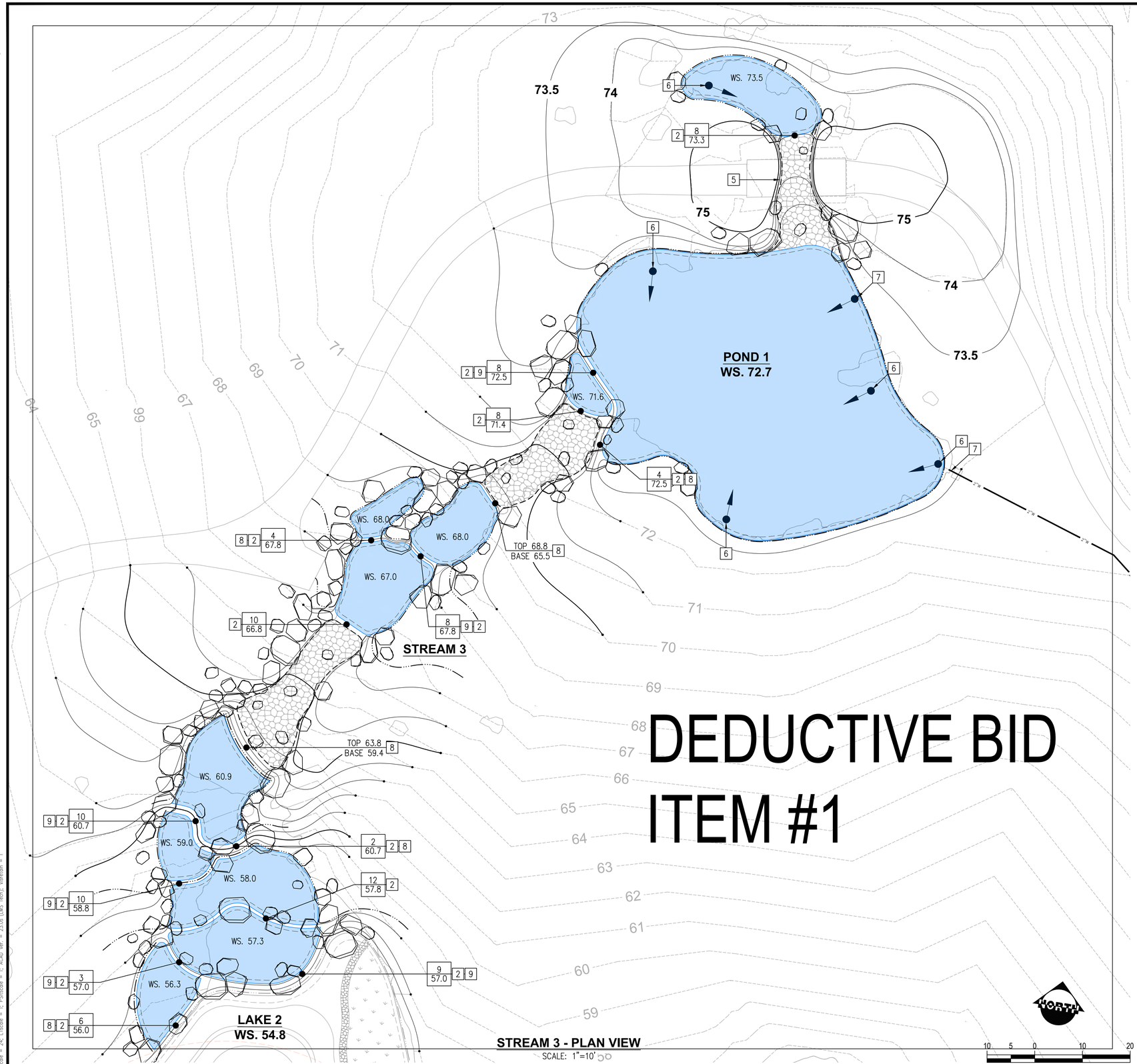
Jul. 22, 2024



STREAM 3 - PLAN VIEW
SCALE: 1"=10'

DEDUCTIVE BID ITEM #1

LAKE COMPONENTS:

A W250	1	ERODED CONCRETE SHORELINE
D W256	2	WATERFALL CONTROL WEIR
E W256	3	NEW STREAM
F W256	4	NEW POND
A W251	5	STREAM AT BRIDGE
A W251	6	DISCHARGE RISERS (6 TYP.)
A W251	7	DISCHARGE ABOVE WATER (12" AIR GAP) FOR POTABLE WATER FILL LINE
C W256	8	CASCADE WATERFALL
A W256	9	FREEFALL WATERFALL

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY: ZIRANG SONG
R.C.E. NO. PROJECT ENGINEER
EXP. 09/30/2026

DRAWN: SP/RC/RT
DESIGNED: BL
CHECKED: ZS
SCALE: AS SHOWN
DATE: 7/22/2024

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TITLE: DEDUCTIVE BID ITEM #1 - POND AND STREAM PLAN

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET W225
19 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24v.dwg; TopoSurvey.dwg; B836 – Piping Base.dwg; B836 – Existing Piping.dwg; B836 – Lake Base.dwg
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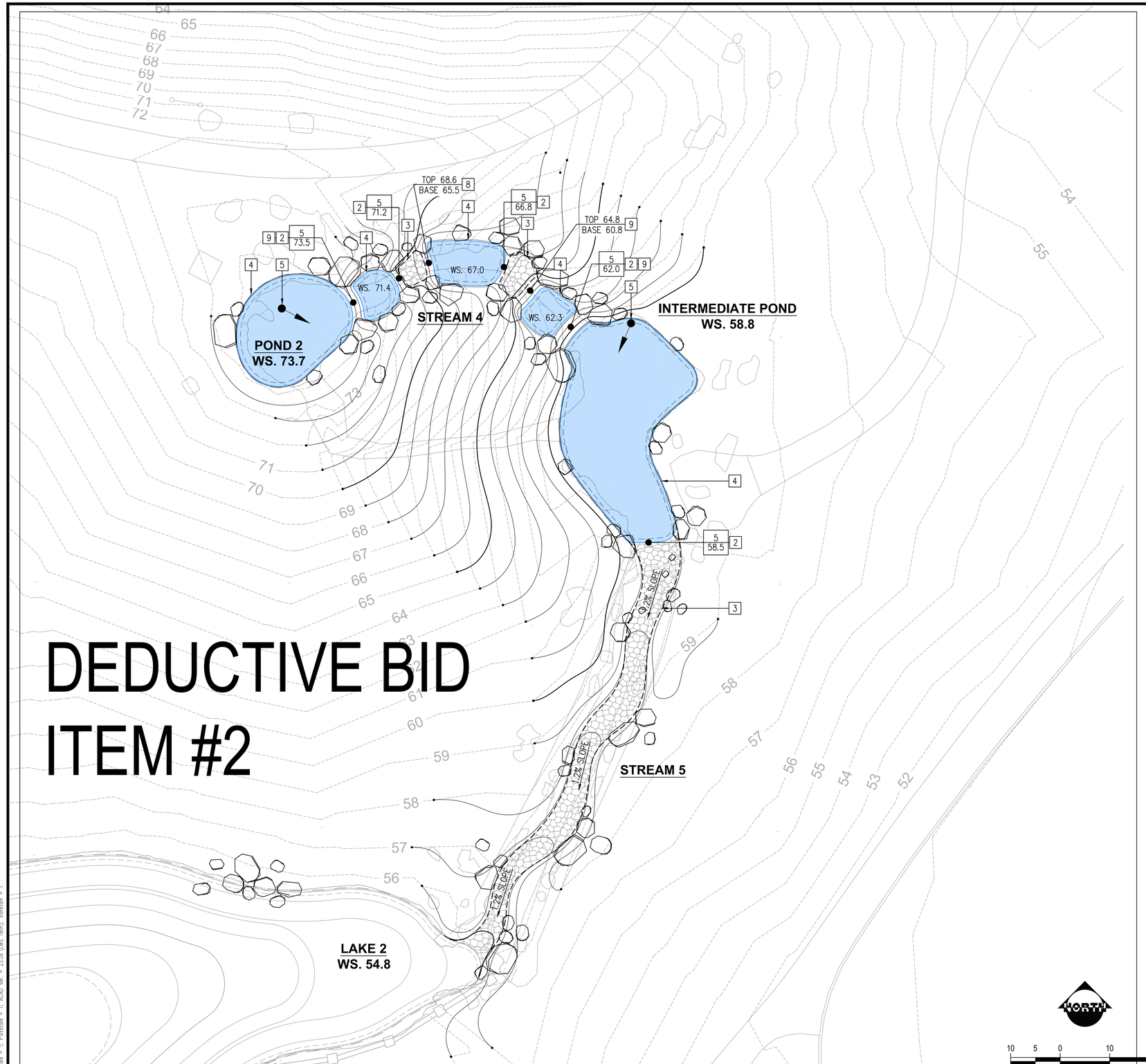
Jul. 22, 2024



DEDUCTIVE BID ITEM #2

STREAM 4 AND 5 - PLAN VIEW
SCALE: 1"=10'

LAKE COMPONENTS:

A W250	1	ERODED CONCRETE SHORELINE
D W256	2	WATERFALL CONTROL WEIR
E W256	3	NEW STREAM
F W256	4	NEW POND
A W251	5	STREAM AT BRIDGE
A W251	6	DISCHARGE RISERS (6 TYP.)
A W251	7	DISCHARGE ABOVE WATER (12" AIR GAP) FOR POTABLE WATER FILL LINE
C W256	8	CASCADE WATERFALL
A W256	9	FREEFALL WATERFALL

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PRELIMINARY DESIGN DRAWING

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PREPARED BY
ZHIANG SONG
R.C.E. NO. ---- PROJECT ENGINEER
EXP: 06/30/2026

DRAWN SP/RC/RT
SCALE AS SHOWN
DESIGNED BL
CHECKED ZS
DATE 7/22/2024

TITLE
DEDUCTIVE BID ITEM #2 - POND AND STREAM PLAN

JOB
TEWINKLE PARK
LAKE RENOVATION
COSTA MESA ***CA***

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17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708
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SHEET **W226**
20 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24v.dwg; B836 - Lake Base.dwg; B836 - Piping Base.dwg; TopoSurvey.dwg
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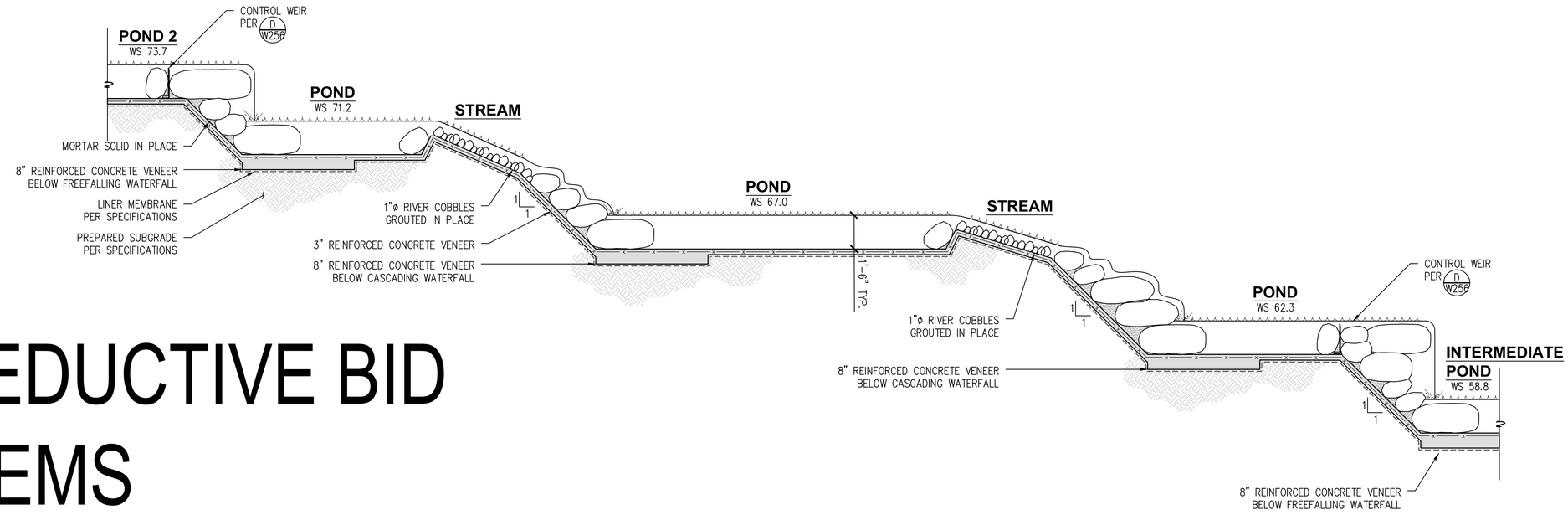
DEDUCTIVE BID ITEMS



A ***TYPICAL STREAM SECTION***
SCALE: 3/8"=1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. ---
EXP. 06/30/2026

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DESIGNED
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CHECKED
ZS

SCALE
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DATE
7/22/2024

TITLE
DEDUCTIVE BID ITEMS - SECTIONS

JOB
TEWINKLE PARK
LAKE RENOVATION
COSTA MESA ***CA***

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SHEET
W227
21 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24v.dwg, Lake Sections.dwg
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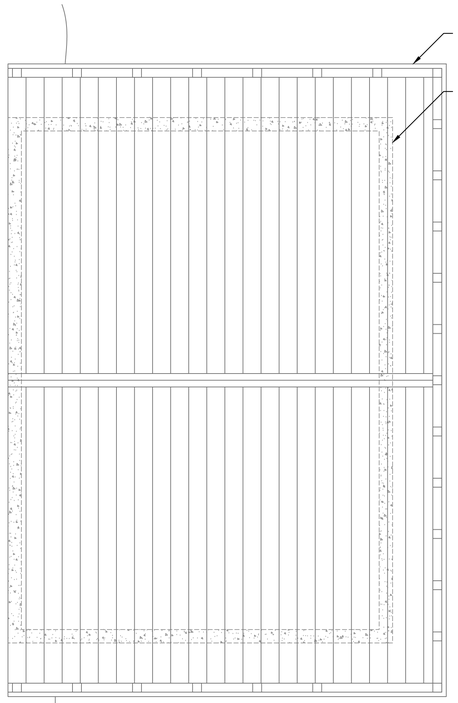
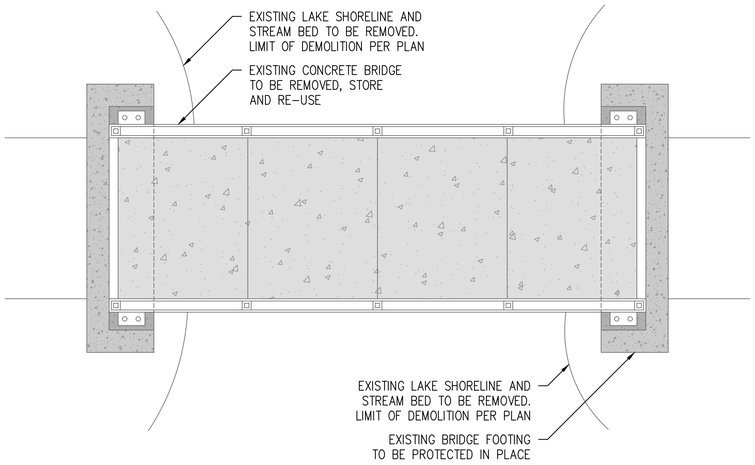
Jul. 22, 2024

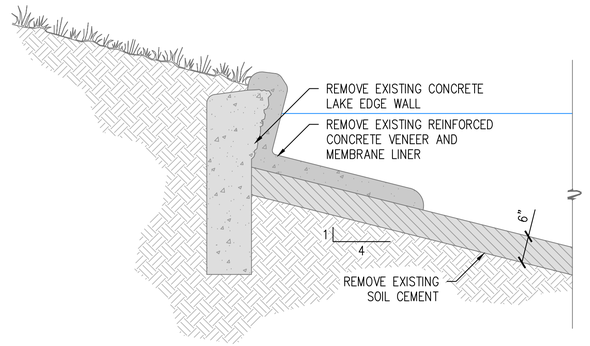


PLAN

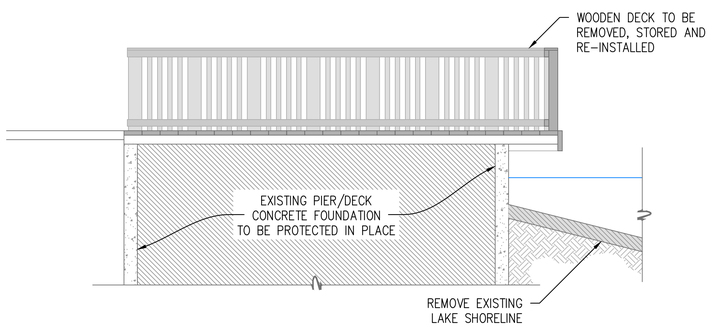


PLAN

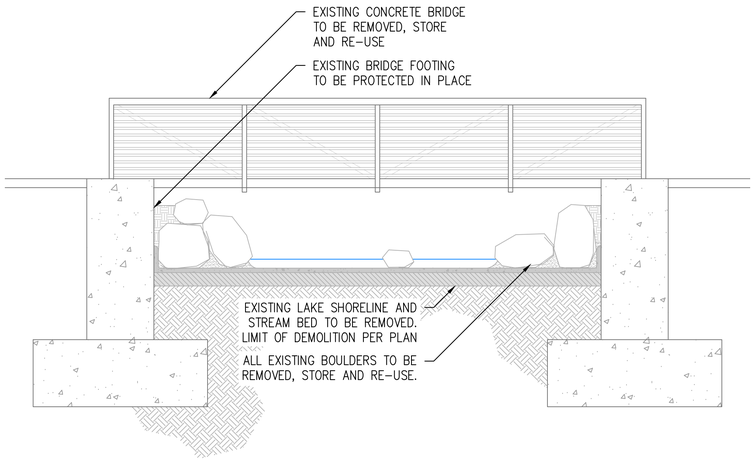
NOTE:
EXISTING SHORELINE SECTION SHOWN FOR REFERENCE ONLY, PER AS-BUILT PLANS.
CONTRACTOR TO VERIFY CONDITION ON SITE BEFORE PROCEEDING WITH DEMOLITION.



EXISTING SHORELINE



SECTION



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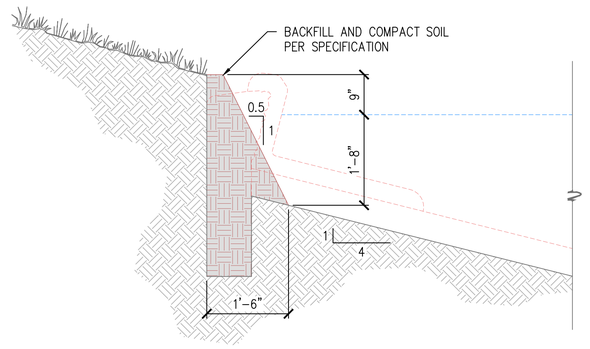

TYPICAL PROPOSED GRADING SECTION

F ***DEMOLITION AT WOODEN DECK***
SCALE

D ***DEMOLITION AT BRIDGE***
3/8" = 1'-0"

B ***TYPICAL SHORELINE DEMOLITION***
3/4" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZHANG SONG
R.C.E. NO. ---
EXP. 06/30/2026

PROJECT ENGINEER
#C89315

DRAWN
SP/RC/RT

SCALE
AS SHOWN

DESIGNED
BL

CHECKED
ZS

DATE
7/22/2024

TITLE
DEMOLITION DETAILS

JOB
TEWINKLE PARK
LAKE RENOVATION
COSTA MESA ***CA***

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Advanced Water Engineering
17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708
P: (714) 481-7300 | www.pacewater.com

SHEET
W240
25 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24v.dwg; TopoSurvey.dwg
Dimscale = 24, LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Viewtain = 1
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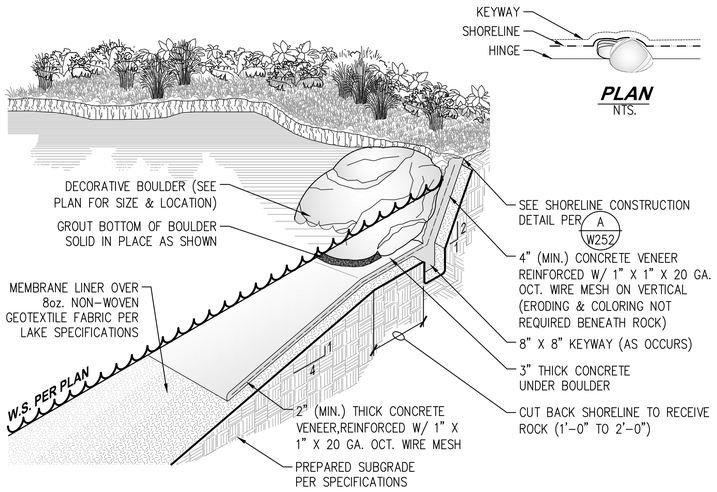
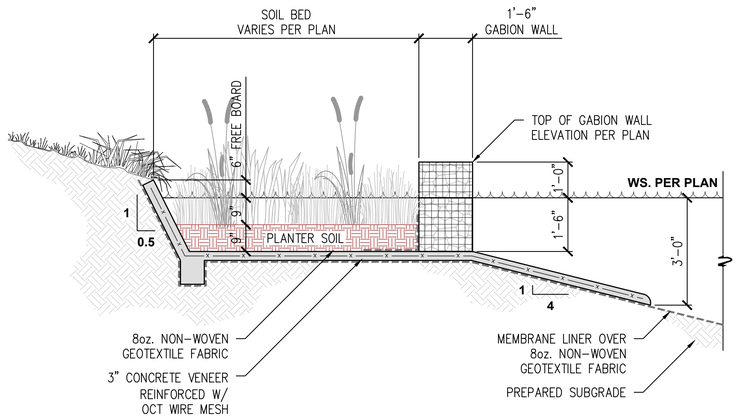
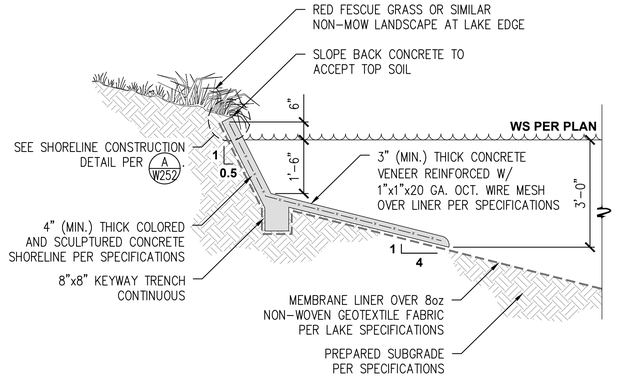


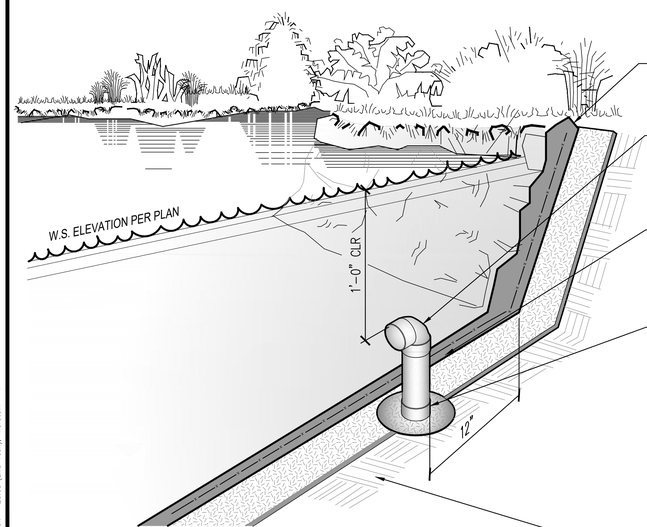
E BOULDER POCKET SHORELINE
NOT TO SCALE



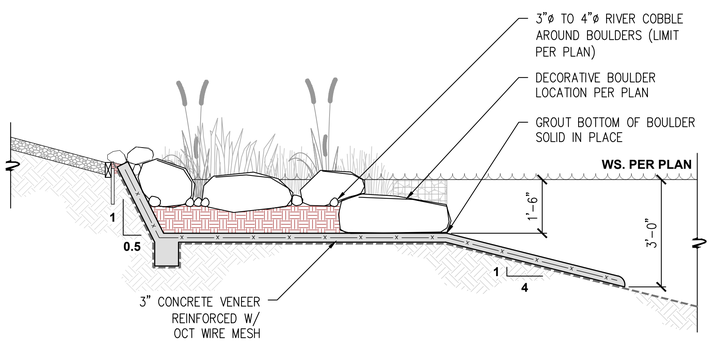
C LAKE PLANTER / WETLAND SHORELINE
SCALE: 1/2" = 1'-0"



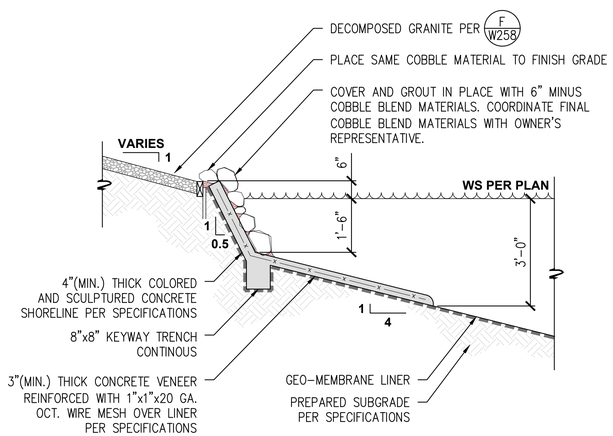
A ERODED CONCRETE SHORELINE
SCALE: 1/2" = 1'-0"



F DISCHARGE JET
NOT TO SCALE



D STEPPING STONE AT PLANTER
SCALE: 1/2" = 1'-0"



B ROCK SHORELINE
SCALE: 1/2" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. ---- #C89315
EXP. 09/30/2026

DRAWN SP/RC/RT
SCALE AS SHOWN
DESIGNED BL
CHECKED ZS
DATE 7/22/2024

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TITLE
LAKE DETAILS

JOB
TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET
W250
26 OF 50 SHEETS

JOB NO. B836

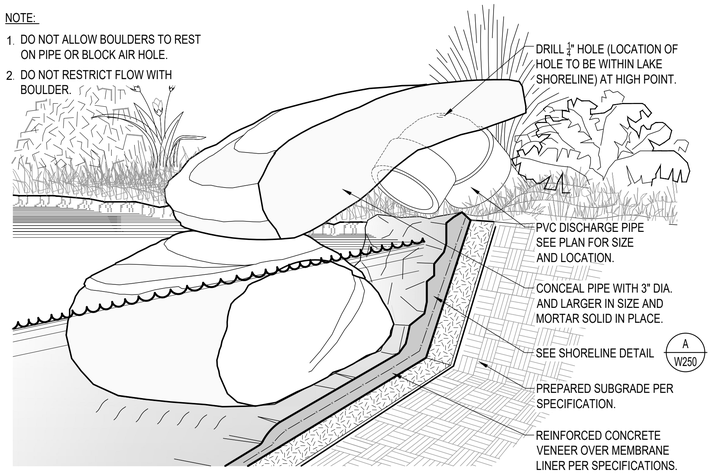
Xrefs: B836-07 36x24v.dwg, Lake Sections.dwg
Dimscale = 24, LTscale = 1, PSltscale = 1, ACAD Ver. = 23.0s (LMS Tech); Variation = 1

R:\B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W250 Lake Details.dwg - Tab: 26 - by rhorn on 06/28/24 at 1:59:26 PM

Jul. 22, 2024

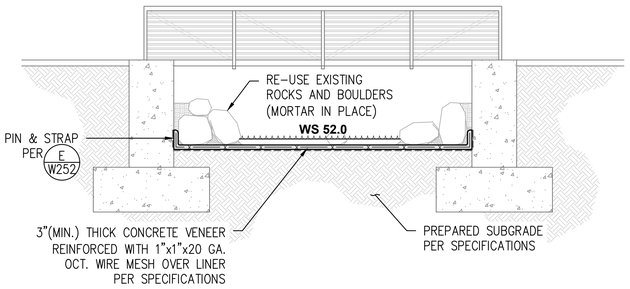
NOTE:

1. DO NOT ALLOW BOULDERS TO REST ON PIPE OR BLOCK AIR HOLE.
2. DO NOT RESTRICT FLOW WITH BOULDER.



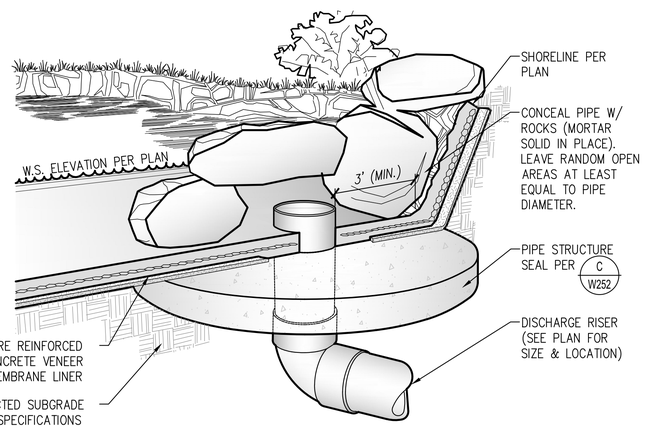
C DISCHARGE ABOVE WATER (FOR POTABLE FILL LINE)

SCALE: NTS.



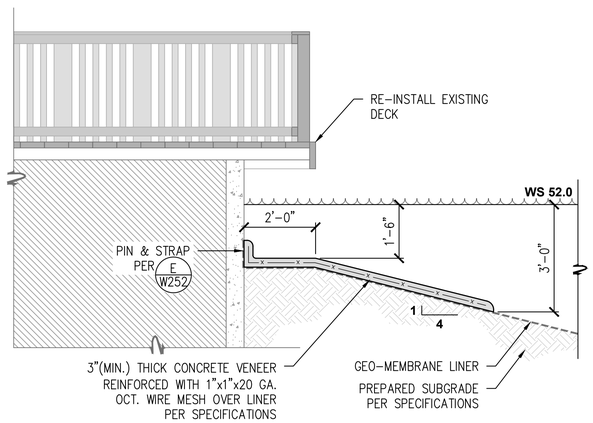
A STREAM AT BRIDGE

SCALE: 1/4"=1'



D DISCHARGE RISER

SCALE: NTS.



B DECK SHORELINE

SCALE: 1/2" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

THIS DRAWING IS FOR BIDDING USE ONLY AND NOT INTENDED TO BE USED FOR CONSTRUCTION.

NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY: ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. ---
EXP. 06/30/2026

DRAWN: SP/RC/RT
SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

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TITLE: LAKE DETAILS

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA, CA

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SHEET W251
27 OF 50 SHEETS

JOB NO. B836

R:\B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W251 Lake Details.dwg - Tab: 27 - by rtran on 06/28/24 at 1:59:10 PM

Xrefs: B836-07 36x24v.dwg, Lake Sections.dwg
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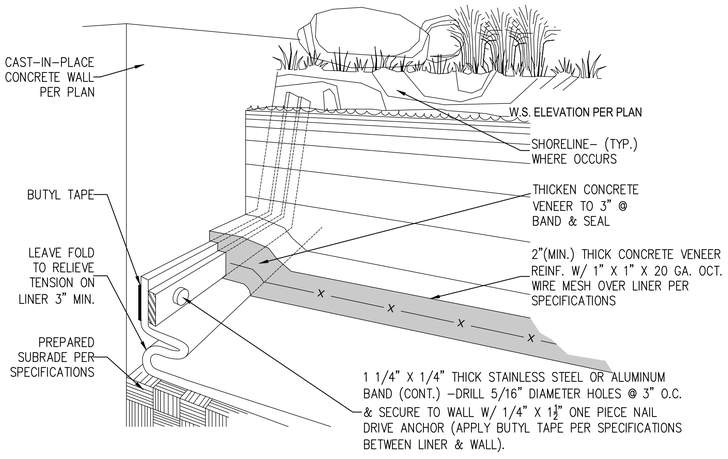
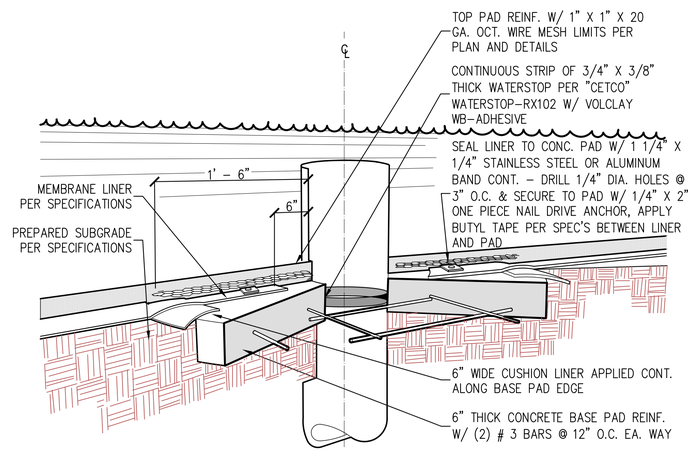
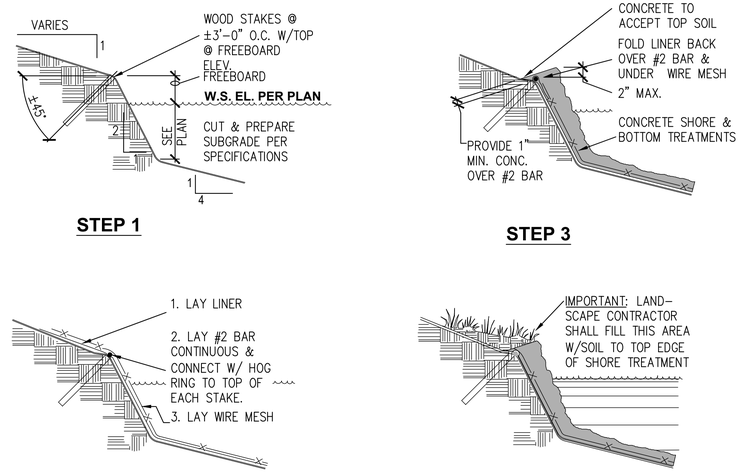


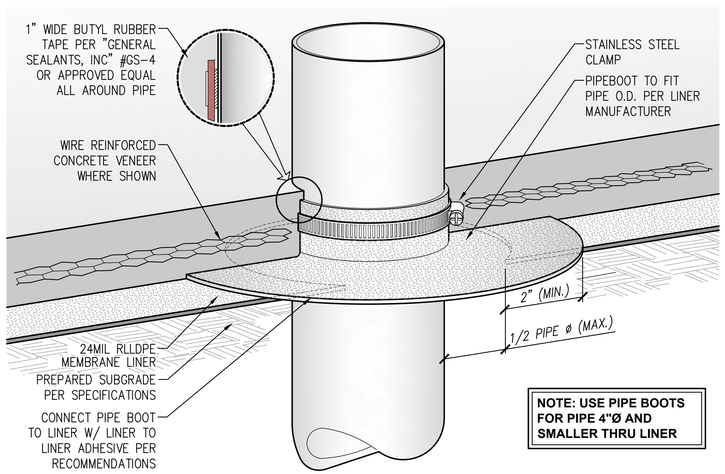
E ***PIN & STRAP***
N.T.S.



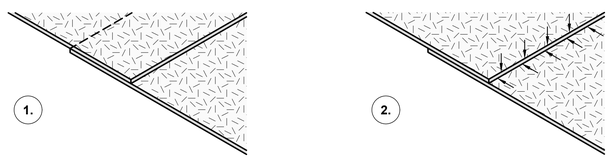
C ***PIPE STRUCTURE SEAL***
NOT TO SCALE



A ***SHORELINE CONSTRUCTION***
NOT TO SCALE



D ***PIPE BOOT***
NOT TO SCALE



1. ALIGN PANELS & OVERLAP EDGES APPROX. 4" TO 6".
2. UTILIZE HOT AIR OR HOT WEDGE WELDING TECHNIQUES TO WELD SEAM TOGETHER IMMEDIATELY. EXTREME CARE SHOULD BE TAKEN THROUGHOUT THE WORK TO AVOID FISHMOUTHS, WRINKLES, FOLDS OR PLEATS IN THE SEAM AREA. PARTICULAR CARE SHOULD BE TAKEN TO ENSURE THAT NO STONES, SCRAP MATERIALS, TRASH, TOOLS OR OTHER UNWANTED ITEMS ARE TRAPPED BENEATH THE GEOMEMBRANE LINER.

B ***HDPE LINER SEAMING PROCEDURE***
NOT TO SCALE

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PRELIMINARY DESIGN DRAWING

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PREPARED BY
ZIRANG SONG
PROJECT ENGINEER
R.C.E. NO. ---- #C89315
EXP. 06/30/2026

SCALE	DATE
AS SHOWN	7/22/2024

DRAWN	DESIGNED	CHECKED
SP/RC/PT	BL	ZS

TITLE: LAKE DETAILS

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET
W252
28 OF 50 SHEETS

JOB NO. B836

R:\B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W252 Lake Details.dwg - Tab: 28 - by rtran on 06/28/24 at 1:59:00 PM

Xrefs: B836-07 36x24v.dwg
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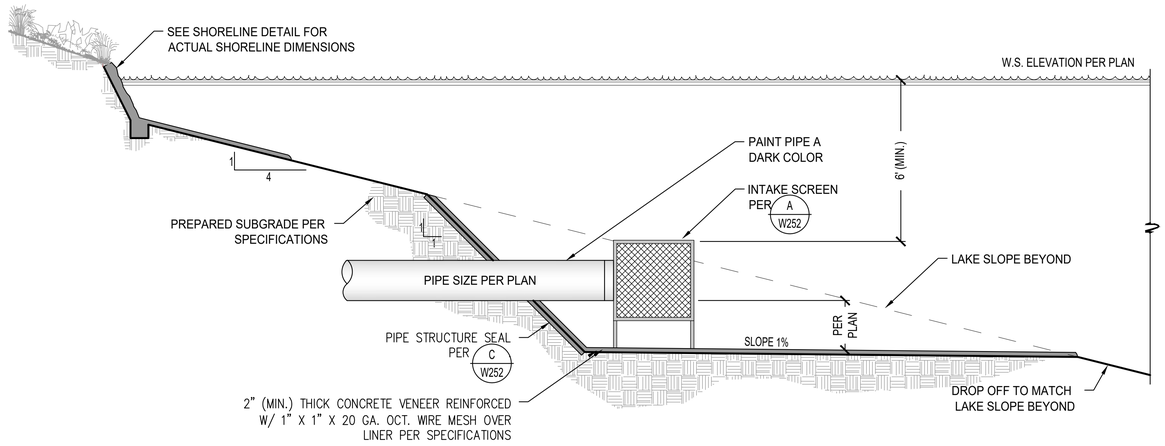
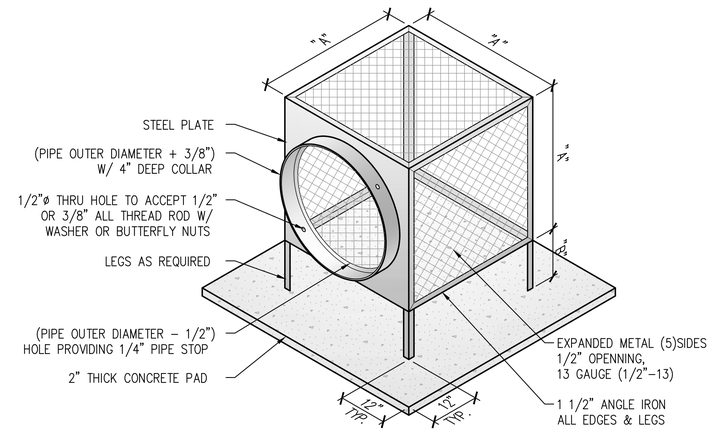


E LAKE INTAKE PIPE
NOT TO SCALE

PIPE SIZE	"A"	"B"
4", 6", 8"	18"	NO LEGS*
10" – 12"	2'–0"	6"
14" – 18"	3'–0"	12"
21" – 24"	4'–0"	12"
> 30"	5'–0"	12"

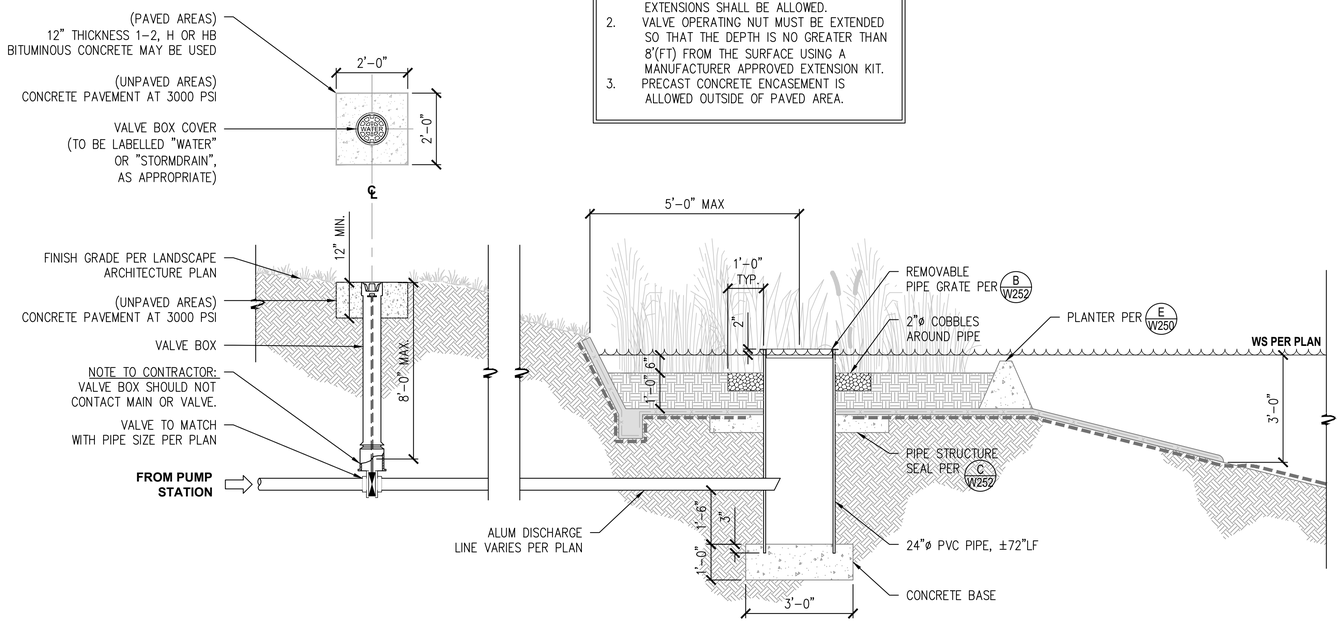
*SOLID BOTTOM & NO CONCRETE PAD

NOTE: EPOXY COAT ENTIRE ASSEMBLY

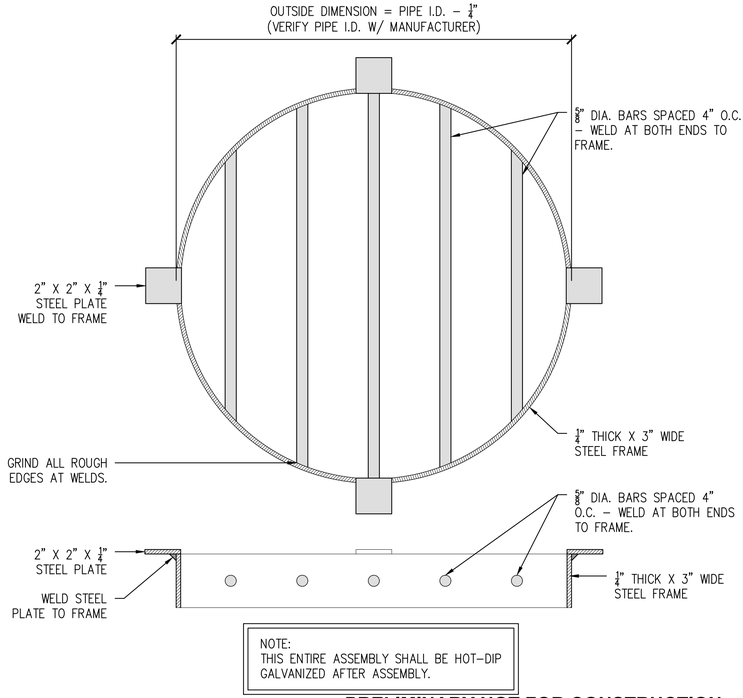


A INTAKE SCREEN
NOT TO SCALE

NOTES:
1. ONLY MANUFACTURED VALVE BOX EXTENSIONS SHALL BE ALLOWED.
2. VALVE OPERATING NUT MUST BE EXTENDED SO THAT THE DEPTH IS NO GREATER THAN 8'(FT) FROM THE SURFACE USING A MANUFACTURER APPROVED EXTENSION KIT.
3. PRECAST CONCRETE ENCASEMENT IS ALLOWED OUTSIDE OF PAVED AREA.



F ALUM DISCHARGE STANDPIPE INSIDE LAKE PLANTER
SCALE: 1/2"=1'



NOTE:
THIS ENTIRE ASSEMBLY SHALL BE HOT–DIP GALVANIZED AFTER ASSEMBLY.

B PIPE GRATE
3"=1'-0"

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PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. #C89315
EXP. 06/30/2026

DRAWN SP/RC/RT | SCALE 1"=5'SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

TITLE
LAKE DETAILS

JOB
TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET
W253
29 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24v.dwg
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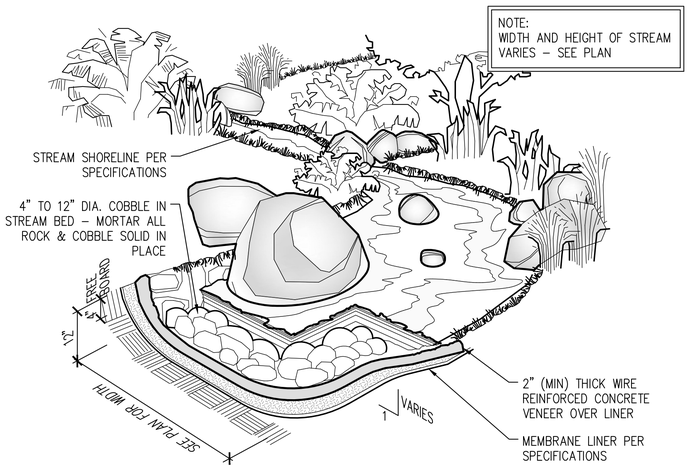
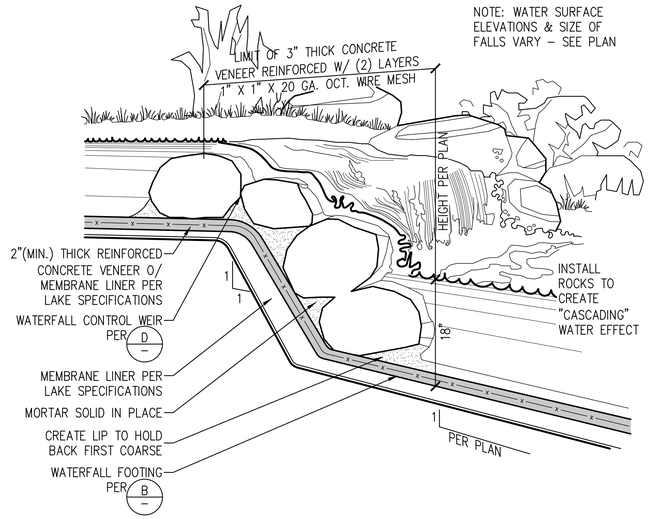
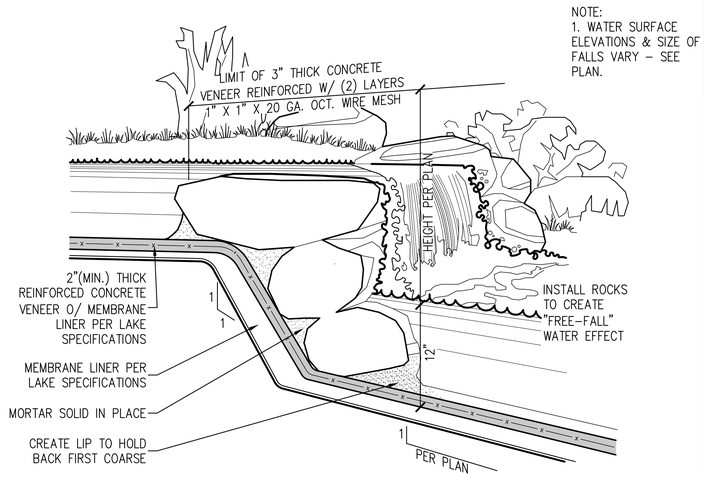


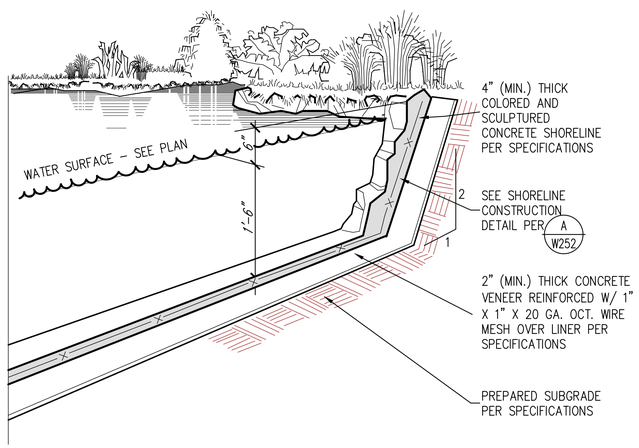
E ***STREAM***
SCALE: NOT TO SCALE



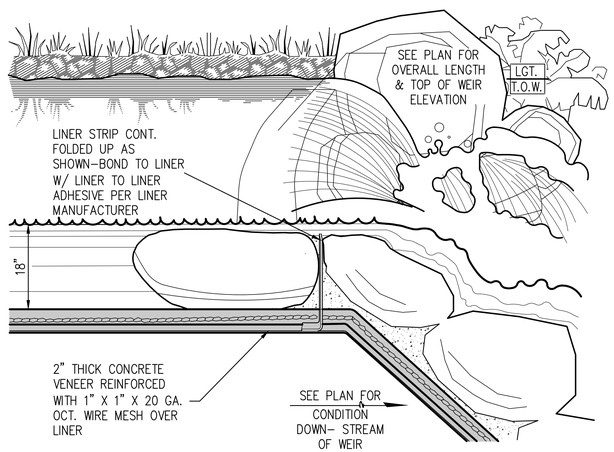
C ***CASCADE WATERFALL***
SCALE: NOT TO SCALE



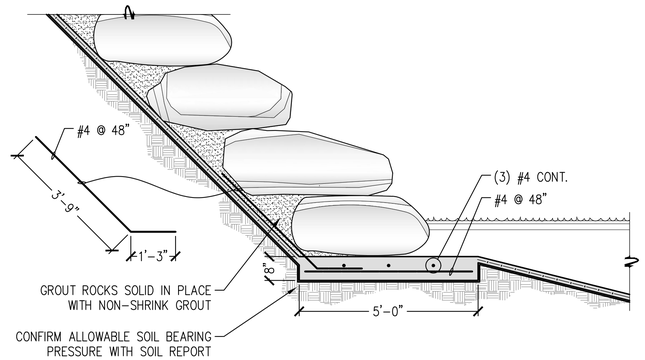
A ***FREEFALL WATERFALL***
SCALE: NOT TO SCALE



F ***POND DETAIL***
SCALE: NOT TO SCALE



D ***WATERFALL CONTROL WEIR***
SCALE: NOT TO SCALE



B ***WATERFALL FOOTING***
SCALE: NOT TO SCALE

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PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZIRANG SONG
PROJECT ENGINEER
R.C.E. NO. ---- #C89315
EXP. 06/30/2026

DRAWN SP/RC/RT | SCALE 1"=1'-0" SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

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TITLE
LAKE DETAILS

JOB
TEWINKLE PARK
LAKE RENOVATION
COSTA MESA ***CA***

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SHEET
W256
32 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24v.dwg
Dimscale = 24, LTscale = 1, PSltscale = 1, ACAD Ver. = 23.0s (LMS Tech), Variation = 1
REV. 07/10/02
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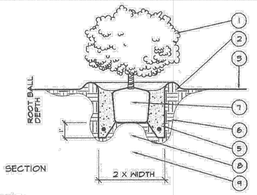
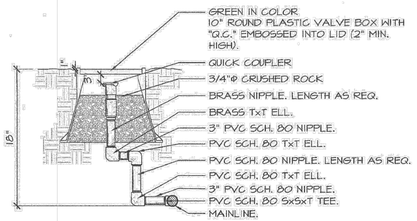
Jul. 22, 2024



LEGEND
1. 1 OR 5 GAL. SHRUB
2. WATER BASIN 3" MIN. DEPTH
3. FINISH GRADE
4. AMENDED BACKFILL - SEE SPECIFICATIONS
5. 21 GRAM PLANT TABLET - SEE SPECIFICATIONS
6. EXISTING SOIL
7. ROOT BALL
8. COMPACTED SOIL BACKFILL MIX. (SEE SPECS.)
9. VERTICAL MULCH DRAIN HOLE (1 1/2" DIA. X 12"DEPTH) FILLED W/ COMPACTED SOIL BACKFILL MIX.

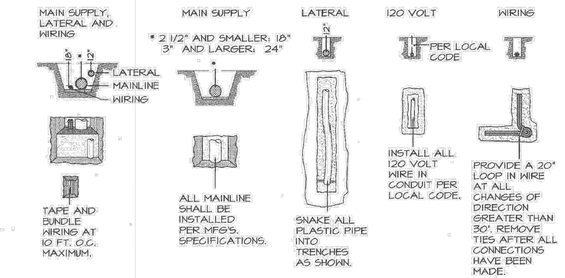
(1) SHRUB PLANTING DETAIL N.T.S.



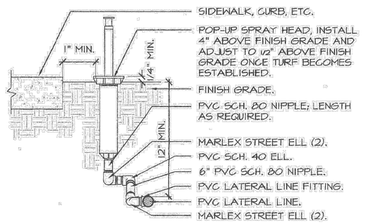
(E) QUICK COUPLER N.T.S.

NOT USED

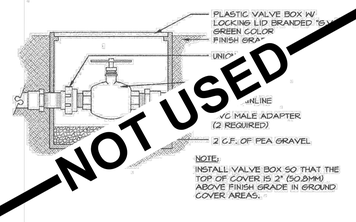
(A) TURF ROTOR N.T.S.



(F) IRRIGATION PIPING / WIRING N.T.S.

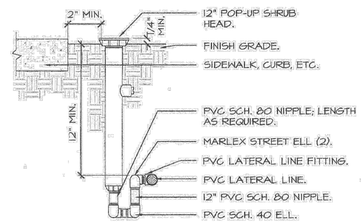


(B) TURF SPRAY N.T.S.

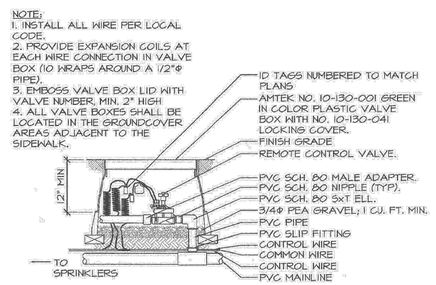


NOT USED

(G) GATE VALVE N.T.S.



(C) SHRUB SPRAY N.T.S.



(D) REMOTE CONTROL VALVE N.T.S.

07/22/2004

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2500 NEWPORT BLVD. SUITE 130
NEWPORT BEACH • CA 92663
PHONE: 949.675.2445 FAX: 949.675.9982

REGISTERED LANDSCAPE ARCHITECT ROBERT G. MCMASTER No. 3863 Signature Date STATE OF CALIFORNIA

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TEWINKLE PARK UPGRADE
CITY OF COSTA MESA

NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZIRANG SONG
R.C.E. NO. PROJECT ENGINEER #C85315
EXP. 06/30/2026

DRAWN SP/RC/RT | SCALE AS SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

TITLE IRRIGATION DETAILS

JOB TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

REVISION

NO.	DATE	DESCRIPTION

23-03655-00
PROJECT NUMBER
30 April 2004
DATE
D.L.
DRAWN
R.J.M.
CHECKED

SHEET TITLE
IRRIGATION & PLANTING DETAILS

SHEET NUMBER
LA-ID.PD.1

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SHEET W260
36 OF 50 SHEETS

JOB NO. B836

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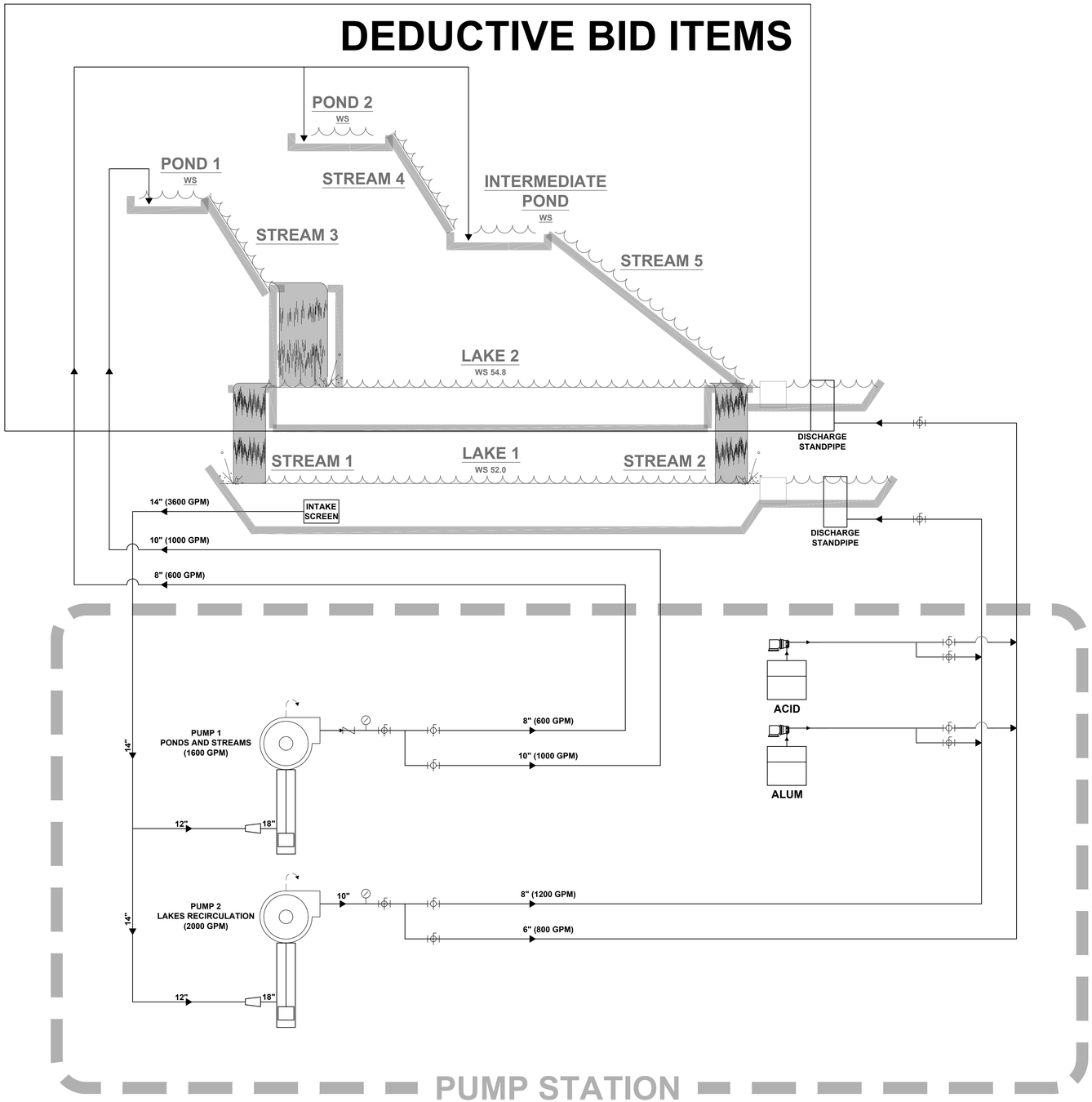
R:\B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W260 Irrigation Details.dwg - Tab: 36 - by rhtan on 06/28/24 at 1:58:21 PM

DEDUCTIVE BID ITEMS



GENERAL NOTES:

1. FLOW SCHEMATIC INTENDED TO ILLUSTRATE ALL THE MAJOR MECHANICAL COMPONENTS OF THE VARIOUS WATER FEATURE SYSTEMS AND TO SHOW THE LOCATION OF ALL THE CONNECTIONS. CONTRACTOR TO USE FLOW SCHEMATIC AS GUIDE FOR CONSTRUCTION. REFER TO THE VARIOUS DETAILS FOR ADDITIONAL INFORMATION.

LEGEND:

CAN PUMP

CHEMICAL PUMP

MECHANICAL SYMBOLS:

SYMBOL	DESCRIPTION
	FLOW DIRECTION
(S)	PRESSURE TRANSMITTER
	PRESSURE GAUGE
	3 WAY CONTROL VALVE
	FLOW METER
(F)	FLOW TRANSMITTER
	FLOAT VALVE
	GATE VALVE
	GLOBE VALVE
	BALL VALVE
	BUTTERFLY VALVE
	CHECK VLAVE
S	SOLENOID VALVE
M	MOTOR OPERATED VALVE
	UNION CONNECTION
	FLANGE CONNECTION
	Y STRAINER
	PLUG OR CAP
	SIGHT GLASS
	PIPE
	ELECTRICAL WIRE
(TI)	DIAL THERMOMETER
	PRESSURE SUSTAINING VALVE
(TE)	THERMOCOUPLE
(TC)	TEMPERATURE CONTROLLER
(TS)	TEMPERATURE SWITCH
(TCV)	TEMPERATURE CONTROL VALVE
	PIPE CONNECTION AS INDICATED
	ELECTRICAL CONNECTION AS INDICATED

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R.C.E. NO. #C89315
EXP. 06/30/2026

DRAWN SP/RC/RT | SCALE 1"=5'SHOWN
DESIGNED BL
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TITLE **FLOW SCHEMATIC**

JOB **TEWINKLE PARK**
LAKE RENOVATION
COSTA MESA *CA*

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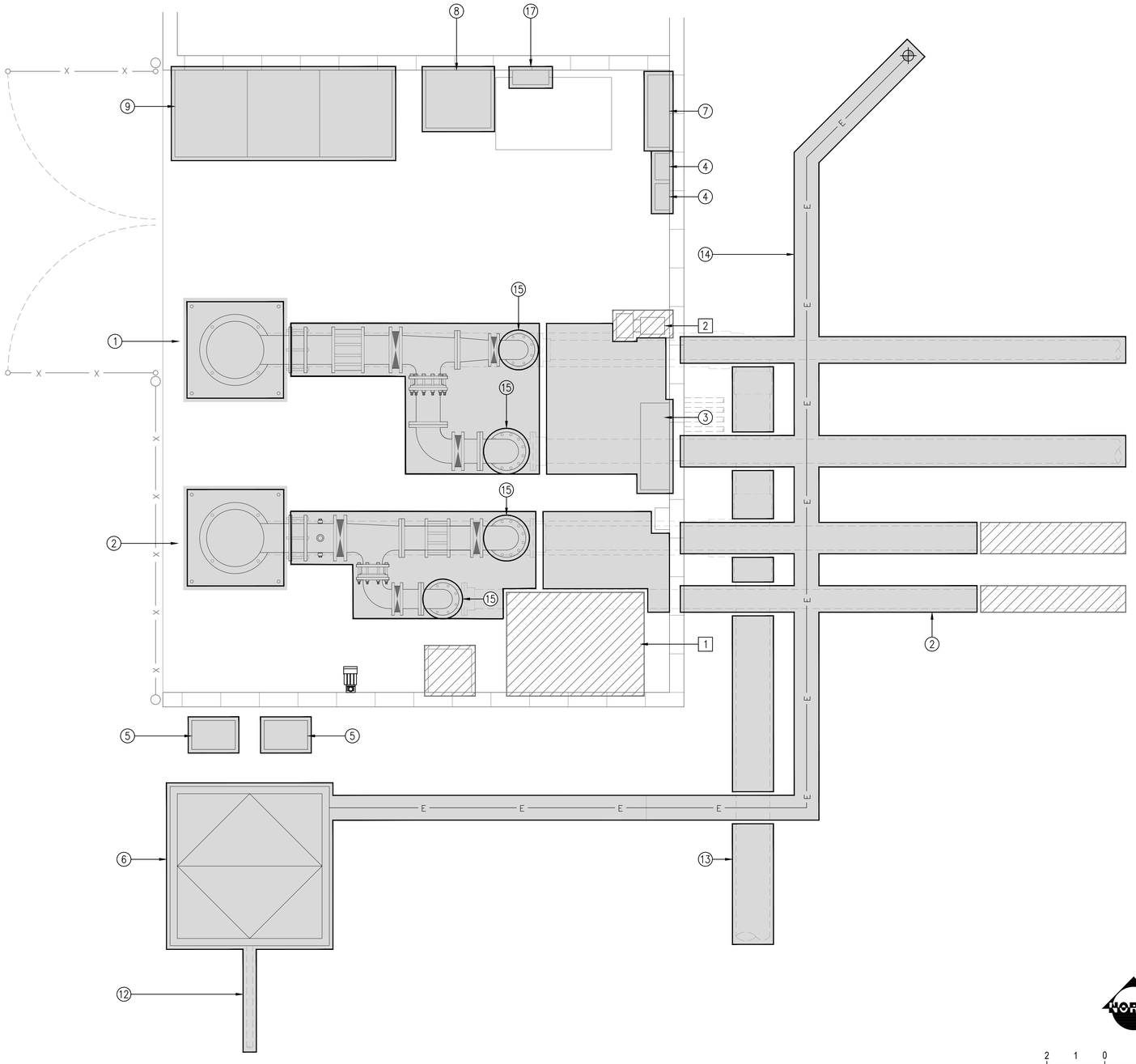
SHEET **W300**
37 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24v.dwg, B836-07 Flow Schematic.dwg
Dimscale = 24, LTscale = 1, PSltscale = 1, ACAD Ver. = 23.0s (LMS Tech); Variation = 1

R:\B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W300 Flow Schematic.dwg - Tab: 37 - by rhan on 07/22/24 at 1:31:45 PM

Jul. 22, 2024



PUMP STATION DEMOLITION PLAN

½"=1'-0"

DEMOLITION LEGENDS:

ITEM TO BE REMOVED

ITEM TO PROTECT IN PLACE

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF DEMOLITION ITEMS. PROTECT IN PLACE ITEMS AND QUANTITY PRIOR TO START OF CONSTRUCTION WITH OWNER AND/OR OWNER'S REPRESENTATIVE. AS SHOWN ON THE DEMO PLANS.
2. CONTRACTOR TO COORDINATE WITH OWNER OR OWNER'S REPRESENTATIVE FOR ITEMS TO BE DEMOLISHED.
3. CONTRACTOR TO DISPOSE OF DEBRIS OFF-SITE.
4. CONTRACTOR TO REPLACE ANY ITEMS DAMAGED OR REMOVED THAT WAS NOT SPECIFICALLY IDENTIFIED IN THIS PLAN.

DEMOLITION KEYNOTES:

[1] EXISTING OZONE SKID TO BE REMOVED

[2] AERATION COMPRESSOR TO BE REMOVED AND REPLACED W/NEW COMPRESSOR. SEE EQUIPMENT LIST ON SHEET WXXX

PROTECT-IN-PLACE KEYNOTES:

(1) POND AND STREAM PUMP:
   a. PUMP CAN: PROTECT IN PLACE
   b. PIPE, VALVE, AND FITTING: PROTECT IN PLACE

(2) LAKES RECIRCULATION PUMP:
   a. PUMP CAN: PROTECT IN PLACE
   b. VALVE AND FITTING: PROTECT IN PLACE
   c. PIPE: TO BE PROTECTED IN PLACE FOR 10 LF FROM PUMP STATION WALL. SEE SHEET W120 FOR P.O.C.

(3) FLOATING FOUNTAIN CONTROL PANEL TO BE PROTECTED IN PLACE

(4) IRRIGATION CONTROL PANEL TO BE PROTECTED IN PLACE

(5) IRRIGATION SYSTEM TO BE PROJECTED IN PLACE

(6) WATER LEVEL SENSOR IN VALVE BOX TO BE PROTECTED IN PLACE. CONTROL WIRING & CONDUIT TO BE PROTECTED IN PLACE

(7) LAKE CONTROL PANEL TO BE PROTECTED IN PLACE FOR REBUILT TO WORK W/NEW SYSTEM

(8) EXISTING TRANSFORMER TO BE PROTECTED IN PLACE

(9) EXISTING ELECTRICAL DISTRIBUTION PANEL TO BE PROTECTED IN PLACE

(10) ROOF HATCH OPENING: TO BE PROTECTED IN PLACE

(11) CHAIN LINK FENCE & GATE TO BE PROTECTED IN PLACE

(12) EXISTING 2 ½"ø PVC EQUALIZER PIPE TO BE PROTECTED IN PLACE

(13) EXISTING 14"ø PVC INTAKE PIPE TO BE PROTECTED IN PLACE

(14) EXISTING WIRING AND CONDUIT TO BE PROTECTED IN PLACE

(15) EXISTING VERTICAL PIPE INSIDE PUMP STATION TO BE PROTECTED IN PLACE

(16) EXISTING IRRIGATION LINE AND PROTECTION CAGE TO BE PROTECTED IN PLACE

(17) EXISTING POWER PANEL B 120 / 208 V – FOR NEW ELECTRICAL LOADS

NORTH

2 1 0 2 4ft

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

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PREPARED BY: ZHANG SONG
R.C.E. NO. ---
PROJECT ENGINEER #C89315
EXP: 09/30/2026
DRAWN: SP/RC/RT
SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

TITLE: **PUMP STATION DEMOLITION PLAN**

JOB: **TEWINKLE PARK** *LAKE RENOVATION* **COSTA MESA** CA

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SHEET **W400**
38 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24v.dwg; B836-07 Existing Pump Station.dwg
Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Xoretain = 1

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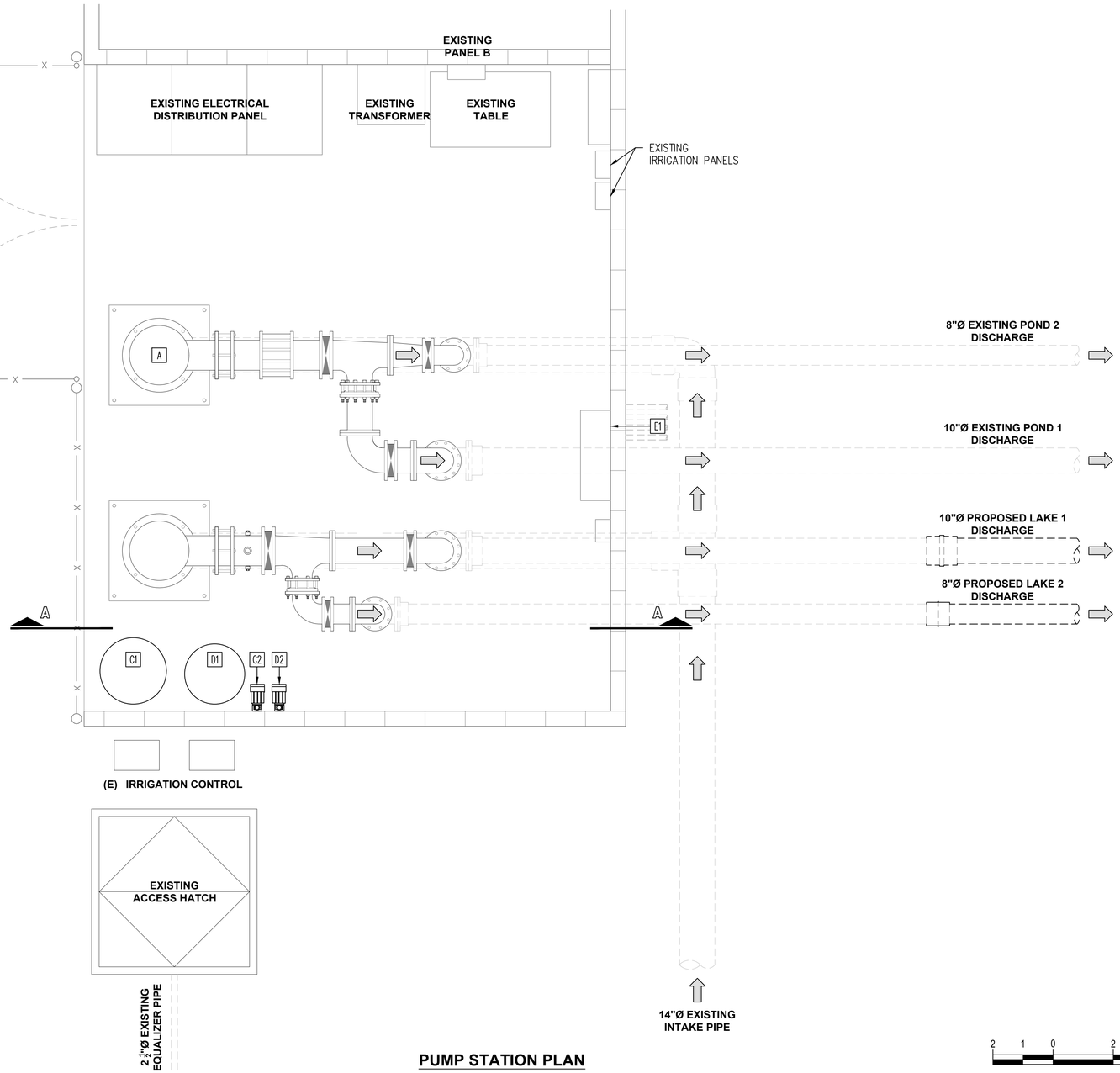
Jul. 22, 2024

EQUIPMENT LIST

ITEM	MODEL	MFG/SUPPLIER	DESCRIPTION	QTY
1	H14MC	NATIONAL PUMP COMPANY	REUSE EXISTING POND AND STREAM PUMP PER "NATIONAL PUMP COMPANY" MODEL H14MC – 11.3" IMP. DIA., 1 STAGE 900 RPM, RATED 1,600 GPM AT 33' TDH, 20HP, 460V, 3PH, 60 HZ.	1
2	H14MC	NATIONAL PUMP COMPANY	REUSE EXISTING LAKES RECIRCULATION PUMP PER "NATIONAL PUMP COMPANY" MODEL H14MC – 10.7" IMP. DIA., 1 STAGE 1,170 RPM, RATED 2,000 GPM AT 16.2 TDH, 15HP, 460V, 3PH, 60 HZ.	1
3	45MHP22	STENNER	CHEMICAL FEED PUMPS PER "STENNER" MODEL 45MHP22, RATED 1.1 TO 22.0 GPD AT 25 PSI.	2
4	TC2738DC	CHEMTAINER	50 GAL ALUM DOUBLE WALL STORAGE TANK PER "CHEMTAINER" MODEL TC2738DC	1
5	TC2435DC	CHEMTAINER	35 GAL ACID DOUBLE WALL STORAGE TANK PER "CHEMTAINER" MODEL TC2435DC	1



PUMP STATION PLAN

½"=1'–0"

PUMP STATION PIPING NOTES:

1. CONTRACTOR TO PROVIDE PIPE SUPPORTS PER EQUIPMENT MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS AND PER THE PROJECT SPECIFICATIONS.
2. ALL D.I.P. SHALL BE CLASS 350 UNLESS NOTED OTHERWISE.
3. ALL UNDERGROUND MECHANICAL JOINT FITTINGS SHALL BE SUPPLIED WITH RESTRAINING BOLTS (RJ FITTINGS).
4. ALL BURIED PVC PIPE GREATER THAN 3"ø SHOWN ON PLANS SHALL BE C900 UNLESS NOTED OTHERWISE. ALL BURIED PVC PIPE 3"ø OR LESS SHALL BE SCH 40 PVC.
5. ALL PVC PIPE ABOVE GRADE SHALL BE SCH 80 PVC FOR ALL SIZES.
6. ALL STAINLESS STEEL PIPE SHOWN ON PLANS SHALL BE MINIMUM TYPE 304L SCH 10 UNLESS NOTED OTHERWISE.
7. ALL PROCESS PIPES SHALL BE COLOR COATED PER THE PROJECT SPECIFICATIONS WITH THE EXCEPTION OF STAINLESS STEEL PIPES.
8. ALL VALVES SHALL BE ROTATED/ORIENTED PER MANUFACTURE'S RECOMMENDATIONS.

PUMP STATION CONSTRUCTION NOTES:

A POND AND STREAM PUMP SYSTEM: TO BE PROTECTED IN PLACE

B LAKES RECIRCULATION SYSTEM: TO BE PROTECTED IN PLACE

C ALUM ADDITION SYSTEM:
1. INSTALL 50 GAL DOUBLE WALL CONTAINMENT ALUM TANK (SEE EQUIPMENT LIST #4).
2. INSTALL ALUM FEED PUMP (SEE EQUIPMENT LIST #3).

D ACID ADDITION SYSTEM:
1. INSTALL 35 GAL DOUBLE WALL CONTAINMENT CHEMICAL TANK (SEE EQUIPMENT LIST #5).
2. INSTALL ACID FEED PUMP (SEE EQUIPMENT LIST #3).

E FLOATING FOUNTAIN SYSTEM:
1. REUSE FLOATING FOUNTAIN CONTROL PANEL.

2 1 0 2 4ft

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PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY: ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. #C89315
EXP: 06/30/2026

DRAWN: SP/RC/RT
DESIGNED: BL
CHECKED: ZS
SCALE: AS SHOWN
DATE: 7/22/2024

TITLE: PUMP STATION PLAN

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET W410
39 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07_36x24v.dwg, B836-07 Existing Pump Station.dwg
Dimscale = 24, LTscale = 1, PSltscale = 1, ACAD Ver. = 23.0s (LMS Tech); Variation = 1
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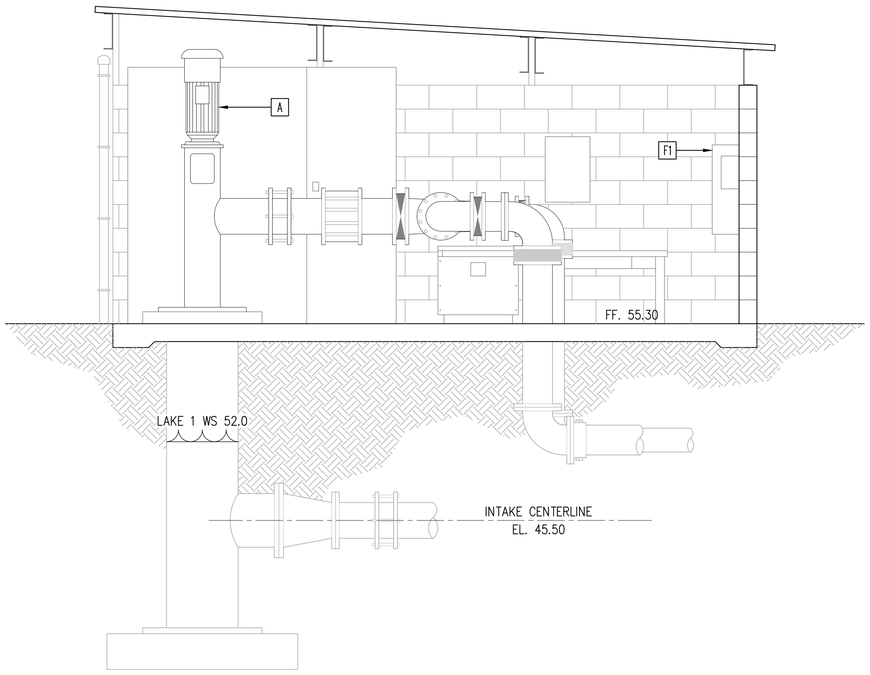
Jul. 22, 2024



PUMP STATION - SECTION A

½"=1'-0"

PUMP STATION PIPING NOTES:

1. CONTRACTOR TO PROVIDE PIPE SUPPORTS PER EQUIPMENT MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS AND PER THE PROJECT SPECIFICATIONS.
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3. ALL UNDERGROUND MECHANICAL JOINT FITTINGS SHALL BE SUPPLIED WITH RESTRAINING BOLTS (RJ FITTINGS).
4. ALL BURIED PVC PIPE GREATER THAN 3"ø SHOWN ON PLANS SHALL BE C900 UNLESS NOTED OTHERWISE. ALL BURIED PVC PIPE 3"ø OR LESS SHALL BE SCH 40 PVC.
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8. ALL VALVES SHALL BE ROTATED/ORIENTED PER MANUFACTURE'S RECOMMENDATIONS.

PUMP STATION CONSTRUCTION NOTES:

[A] POND AND STREAM PUMP SYSTEM: TO BE PROTECTED IN PLACE

[B] LAKES RECIRCULATION SYSTEM: TO BE PROTECTED IN PLACE

[C] ALUM ADDITION SYSTEM:
1. INSTALL 50 GAL DOUBLE WALL CONTAINMENT ALUM TANK (SEE EQUIPMENT LIST).
2. INSTALL ALUM FEED PUMP (SEE EQUIPMENT LIST).

[D] ACID ADDITION SYSTEM:
1. INSTALL 50 GAL DOUBLE WALL CONTAINMENT CHEMICAL TANK (SEE EQUIPMENT LIST).
2. INSTALL ACID FEED PUMP (SEE EQUIPMENT LIST).

[E] FLOATING FOUNTAIN SYSTEM:
1. REUSE FLOATING FOUNTAIN CONTROL PANEL.

[F] CONTROL PANEL:
1. REUSE THE CONTROL PANEL TO WORK W / NEW SYSTEM.

2 1 0 2 4ft

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PREPARED BY: ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. ---- #C89315
EXP: 09/30/2026

DRAWN: SP/RC/RT
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CHECKED: ZS
SCALE: AS SHOWN
DATE: 7/22/2024

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TITLE: PUMP STATION SECTION

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET W411
40 OF 50 SHEETS

JOB NO. B836

Xrefs: B836-07 36x24+.dwg; B836-07 Pump Station Section.dwg
Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Viewtwin = 1
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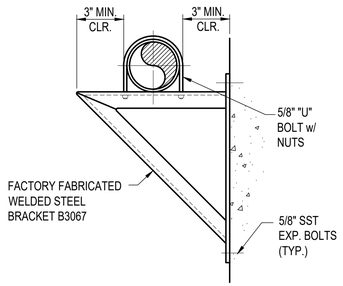
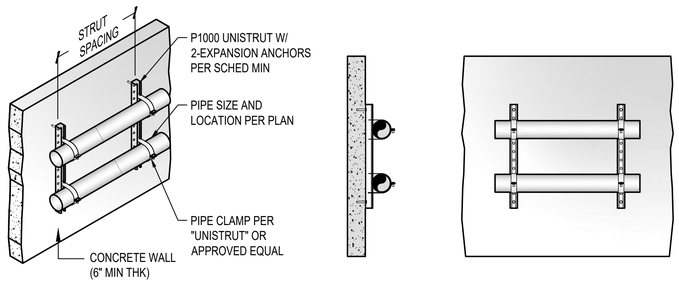
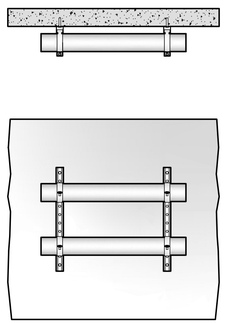


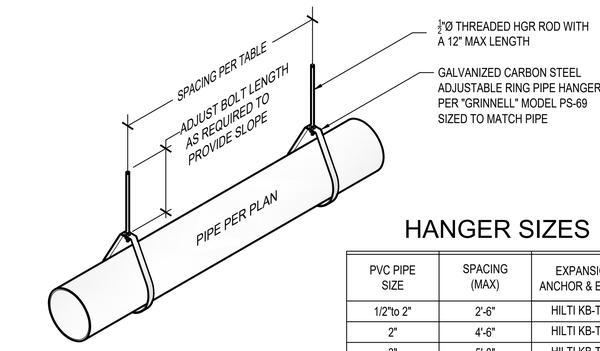
WALL BRACKET SUPPORT

PVC PIPE SIZE	MAX. HANGING LOAD RATING (LBS)	STRUT SPACING	EXPANSION ANCHOR & EMBED
3/8" TO 1/2"	400	4'-0"	HILTI KB-TZ (SS)
3/4" TO 1 1/4"	600	4'-5"	HILTI KB-TZ (SS)
1 1/2" TO 3"	800	5'-3/4"	HILTI KB-TZ (SS)
3 1/2" TO 5"	1000	8'-1/4"	HILTI KB-TZ (SS)
6" TO 12"	1000	10'-0"	HILTI KB-TZ (SS)



PIPE SUPPORT AT WALL



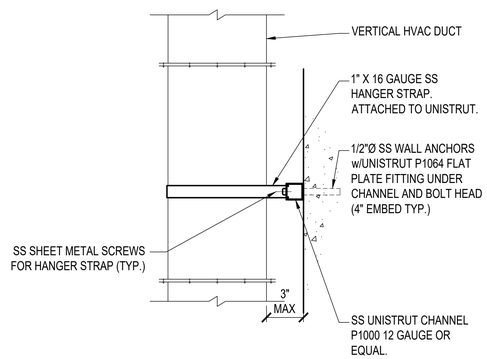


NOTE: ATTACH EXPANSION ANCHORS INTO A CONCRETE SLAB WITH A 6" MINIMUM THICKNESS OR INTO A 3¼" CONCRETE OVER A 3" METAL DECK.

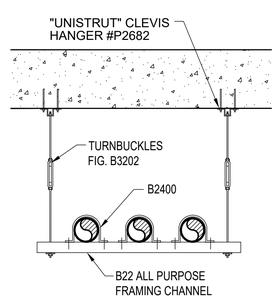
HANGER SIZES

PVC PIPE SIZE	SPACING (MAX)	EXPANSION ANCHOR & EMBED
1/2"to 2"	2'-6"	HILTI KB-TZ (SS)
2"	4'-6"	HILTI KB-TZ (SS)
3"	5'-0"	HILTI KB-TZ (SS)
4"	6'-0"	HILTI KB-TZ (SS)
6"	6'-6"	HILTI KB-TZ (SS)
8"	7'-6"	HILTI KB-TZ (SS)

PIPE HANGER



VERTICAL DUCT SUPPORT

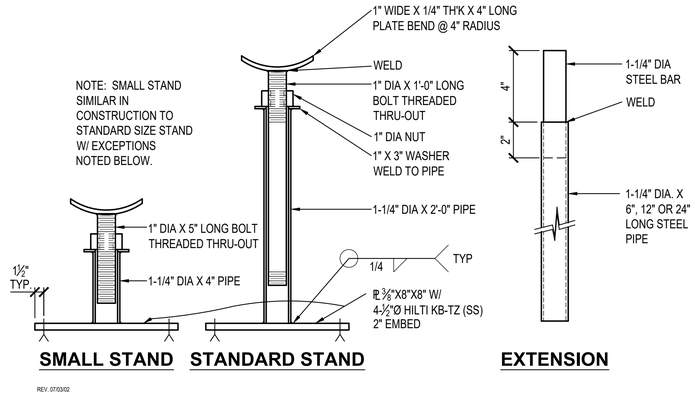


PIPE HANGER

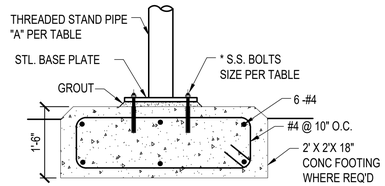
PIPE F — PIPE SUPPORT/ STAND

NOT TO SCALE

NOTE: PAINT ENTIRE ASSEMBLY WITH PRIMER PAINT



REV. 07/03/02



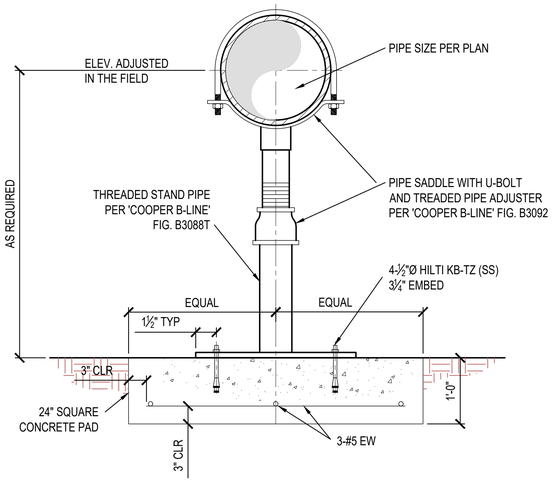
DIMENSIONS				
PIPE Ø SIZE	BOLT SIZE	STAND PIPE "A"	ADJ. PIPE "B"	FLANGE SUPPORT PLATE THK. "C"
4-12	1/2	3"	2 1/2"	1/4"
14-16	5/8	4"	3"	3/8"
18-36	7/8	6"	4"	3/8"

INSTALLATION NOTE:
PIPE SUPPORT SPACING, MATERIAL AND QUANTITY PER SPECS.

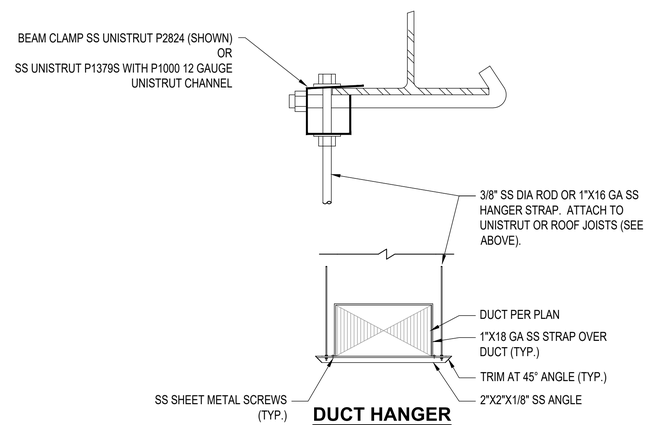
* BOLT EMBEDMENT DEPTH PER TABLE HEREON.

PIPE STAND 10" OR SMALLER

PIPE STAND FOOTING (AS NEEDED)



PIPE SUPPORT 12" OR BIGGER



DUCT HANGER

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PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. #C89315
EXP: 09/30/2026

DRAWN: SP/RC/RT
SCALE: 1"=1'-0" SHOWN
DESIGNED: BL
CHECKED: ZS
DATE: 7/22/2024

TITLE: PUMP STATION DETAILS

JOB: TEWINKLE PARK
LAKE RENOVATION
COSTA MESA CA

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SHEET W450
41 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24v.dwg
Dimscale = 24, LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Voreitan = 1

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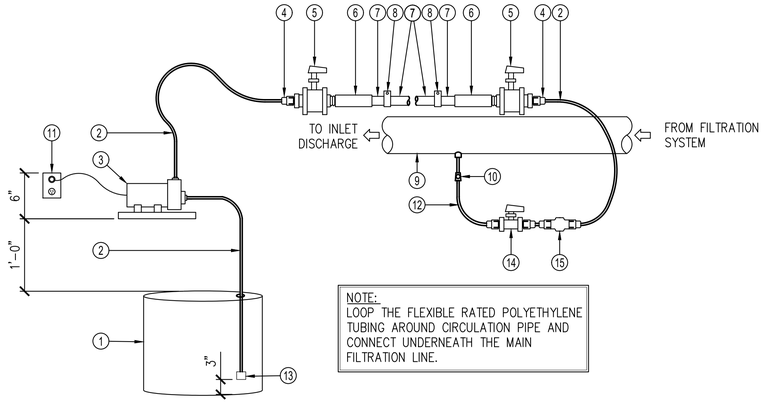
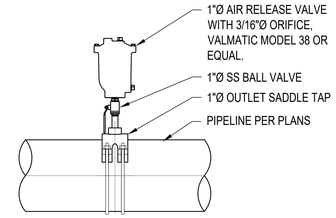
Jul. 22, 2024



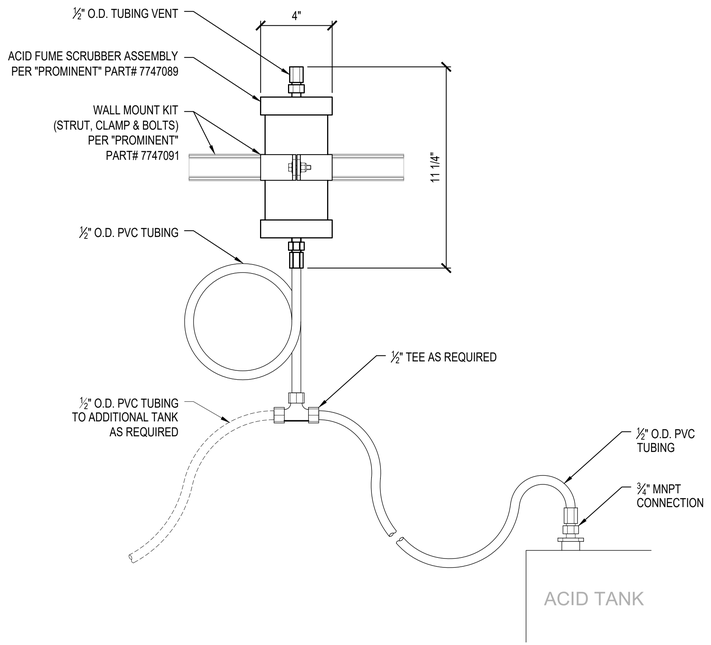
KEYNOTES

1. CHEMICAL TANK
2. FLEXIBLE PRESSURE RATED POLYETHYLENE TUBING SUPPLIED BY PUMP MANUFACTURER (MAX DISTANCES')
3. CHEMICAL FEED PUMP PER EQUIPMENT LIST
4. PIPE TO TUBE ADAPTER TYPICAL
5. ISOLATION VALVE
6. 1/2" SCH. 80 PVC FIP FEMALE ADAPTER TYPICAL
7. 1/2" SCH. 80 PVC PIPE TYPICAL
8. 1/2" PIPE CLIP B-LINE #B3191 AT 24" O.C. MOUNTED TO WALL
9. POOL/SPA CIRCULATION PIPING
10. CHEMICAL INJECTOR PER DETAIL B ON SHEET W451
11. POWER OUTLET (ON/OFF CONTROL BY CONTROL PANEL)
12. NEEDS TO BE ACCESSIBLE FROM THE GROUND BY PERSONNEL WITHOUT A LADDER
13. CHEMICAL SUCTION FOOT VALVE
14. BALL VALVE
15. CHECK VALVE

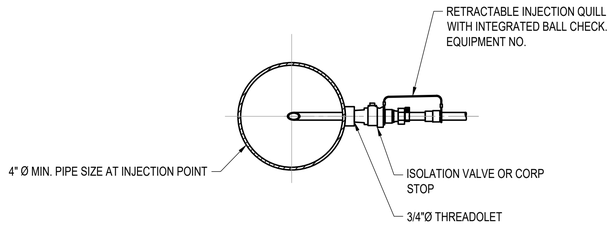
C **CHEMICAL FEED SYSTEM**
NOT TO SCALE



A **AIR RELEASE VALVE DETAIL**
NOT TO SCALE



D **ACID SCRUBBER TANK**
NOT TO SCALE



B **CHEMICAL INJECTION DETAIL**
NOT TO SCALE

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

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PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. ---
EXP. 09/30/2026

DRAWN SP/RC/RT | SCALE 1"=1'SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

TITLE **PUMP STATION DETAILS**

JOB **TEWINKLE PARK**
LAKE RENOVATION
COSTA MESA *CA*

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17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708
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SHEET **W451**
42 OF 50 SHEETS

JOB NO. B836

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R:\B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W451 Pump Station Details.dwg - Tab: 42 - by rhtan on 05/29/24 at 4:15:57 PM

Jul. 22, 2024

GENERAL ELECTRICAL NOTES:

1. ELECTRICAL CODE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (2020 NEC) AS AMENDED BY THE CALIFORNIA ELECTRICAL CODE (2019 CEC) THE ENERGY CODE REFERENCE TO READ CALIFORNIA ENERGY CODE TITLE 24 (2019 CENC) AND ADD CALIFORNIA BUILDING CODE (2019 CBC) AND THE CITY OF COSTA MESA MUNICIPAL CODE.
2. ALL WORK SHALL BE DONE IN A NEAT, WORKMANLIKE, FINISHED AND SAFE MANNER, ACCORDING TO THE LATEST PUBLISHED NATIONAL ELECTRICAL CONTRACTOR'S ASSOCIATION STANDARDS OF INSTALLATION, UNDER COMPETENT SUPERVISION.
3. CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND ALL OTHER FACTORS WHICH MAY AFFECT THE EXECUTION OF THIS WORK.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING WALKS, WALLS, DRIVEWAYS, CURBS, ETC. DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY AT NO ADDITIONAL COST TO THE CITY.
5. CONTRACTOR SHALL PAY FOR LOCAL FEES, PERMITS AND INSPECTIONS AS MAY BE REQUIRED AND PROVIDE A CERTIFICATE OF INSPECTION TO THE CITY.
6. LEAVE THE SITE CLEAN, REMOVE ALL DEBRIS, EMPTY CARTONS, TOOLS, CONDUIT, WIRE SCRAPS AND ALL MISCELLANEOUS SPARE EQUIPMENT AND MATERIALS USED IN THE WORK DURING CONSTRUCTION.
7. IT IS THE OBLIGATION OF THE CONTRACTOR TO ORGANIZE HIS WORK SO THAT A COMPLETE ELECTRICAL, INSTRUMENTATION, AND/OR CONTROL SYSTEM FOR THE FACILITY WILL BE PROVIDED AND SUPPORTED BY ACCURATE SHOP AND RECORD DRAWINGS, AND ALL O&M MANUALS.
8. ALL CABLES SHALL BE NEW, COPPER, RATED FOR 600V AND LISTED FOR ITS LOCATION WITH A MINIMUM TEMPERATURE RATING OF 75 DEG C WET AND 90 DEG C DRY; POWER CABLES SHALL BE TYPE XHHW-2 FOR UNDERGROUND/ABOVE GROUND, UNLESS NOTED OTHERWISE.
9. MINIMUM SIZE CONDUIT ABOVE GROUND SHALL BE 3/4" AND MINIMUM SIZE CONDUIT BELOW GROUND SHALL BE 1" UNLESS NOTED OTHERWISE. ALL CONDUITS FOR POWER AND LIGHTING SHALL CONTAIN A GROUNDING CONDUCTOR.
10. MINIMUM SIZE POWER CONDUCTORS SHALL BE #12 AWG UNLESS NOTED OTHERWISE.
11. ALL TERMINAL RATINGS SHALL HAVE A MINIMUM TEMPERATURE RATING OF 75 DEG C. CABLES SHALL BE DE-RATED PER NEC 110.14 (C).
12. CONDUIT SIZE SHALL BE AS SPECIFIED IN THE PLANS OR DETAILS. UNDERGROUND CONDUIT SHALL BE SCH 40 PVC ENCASED IN CONCRETE WITH PVC COATED GALVANIZED RIGID STEEL BENDS, ELBOWS AND TURN-UPS. EXPOSED CONDUIT IN THE CHEMICAL ROOM AND OUTDOORS SHALL BE PVC COATED GRS. ALL OTHER EXPOSED ABOVE-GROUND CONDUIT SHALL BE GALVANIZED RIGID STEEL.
13. EQUIPMENT AND WIRING METHODS LOCATED OUTSIDE SHALL BE RATED FOR CORROSIVE LOCATIONS, ENCLOSURES SHALL BE NEMA 4X SS. EQUIPMENT IN THE ELECTRICAL ROOM SHALL BE NEMA 12 UNLESS NOTED OTHERWISE.
14. GROUND AND BOND ALL EQUIPMENT AND ENCLOSURES PER NEC ARTICLE 250 AND MANUFACTURER REQUIREMENTS.
15. CONTRACTOR SHALL PLAN AND INSTALL WORK IN SUCH A MANNER AS TO CONFORM TO THE STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEADROOM AND KEEP OPENINGS AND PASSAGEWAYS CLEAR.
16. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, ETC. NECESSARY FOR A COMPLETE AND WORKABLE ELECTRICAL SYSTEM WHETHER OR NOT THESE ITEMS ARE SPECIFICALLY NOTED ON THESE DRAWINGS. INCIDENTAL ITEMS NOT INDICATED ON THE DRAWINGS, NOR MENTIONED IN SPECIFICATIONS THAT CAN BE LEGITIMATELY AND REASONABLY INFERRED TO BELONG TO THE WORK DESCRIBED OR BE NECESSARY IN GOOD PRACTICE TO PROVIDE A COMPLETE SYSTEM, SHALL BE FURNISHED AND INSTALLED AS THOUGH ITEMIZED HERE IN EVERY DETAIL.
17. ALL TRENCHING, CONDUITS, ETC. SHALL BE ROUTED AND INSTALLED IN SUCH A MANNER THAT WILL NOT DAMAGE EXISTING FACILITIES OR UNDERGROUND UTILITIES. SHOULD DAMAGE OCCUR, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR DAMAGE TO THE SATISFACTION OF THE CITY OR INSPECTOR.
18. ALL CONDUIT RUNS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE. THE CONTRACTOR SHALL MAKE SURE THAT ALL CONDUIT MEETS LOCAL AND STATE CODES.
19. WHEN CROSSING PATHWAYS OR SIDEWALKS, CONTRACTOR SHALL BORE UNDER EXISTING CONCRETE WALKS AND SAWCUT ASPHALT WALKS. ASPHALT WALKS AND CONCRETE SIDEWALKS TO BE REPLACED IN KIND.
20. CONTRACTOR SHALL GUARANTEE WORK INSTALLED UNDER THE CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS, USUAL WEAR EXPECTED, AND SHOULD ANY SUCH DEFECTS DEVELOP WITHIN A PERIOD OF ONE YEAR ACCEPTANCE OF THE PROJECT BY THE CITY, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DEFECTIVE ITEMS AND DAMAGE RESULTING FROM FAILURE OF THESE ITEMS, AT NO EXPENSE WHATSOEVER TO THE CITY.
21. ALL CIRCUITS SHALL BE LEGIBLY IDENTIFIED AT THE PANEL, JUNCTION BOXES AND AT ALL EQUIPMENT IN A PERMANENT MANNER (I.E. ETCHED PLATES, CONDUCTOR TAG, PERMANENT MARKER, ETC.). THE LABELING SHALL INCLUDE PANEL CIRCUIT NUMBER, "TO" AND "FROM" IDENTIFICATION, AND MARKED "SPARE" WHERE APPLICABLE.
22. CONTRACTOR SHALL TEST ELECTRICAL SYSTEM FOR SHORT CIRCUITS AND MEGGER TEST FEEDERS AND BRANCH CIRCUIT WIRING. INSURE LOW IMPEDANCE GROUND PATH SYSTEM. PERFORM HIPOT TESTING WHEN REQUIRED BY LOCAL JURISDICTION.
23. CONTRACTOR SHALL COORDINATE ALL EQUIPMENT CONNECTIONS WITH EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN. PROVIDE ADDITIONAL FUSED DISCONNECT SWITCHES AND CONTROLS IF OVERCURRENT PROTECTION OR CONTROLS ARE NOT INTEGRAL WITH UNITS.
24. FULL LOAD AMPS (FLA) SIZES, AS NOTED IN THESE DRAWINGS, ARE BASED ON SPECIFIED EQUIPMENT DATA. CONTRACTOR SHALL VERIFY NAMEPLATE FLA OF EQUIPMENT SUPPLIED AND COORDINATE ACCORDINGLY PER EQUIPMENT SUPPLIERS RECOMMENDATIONS AND CODE REQUIREMENTS.
25. CONDUITS OR RACEWAYS INSTALLED IN AREAS WHERE ELEVATION CHANGES MAY CAUSE WATER OR MOISTURE TO ENTER THE ELECTRICAL EQUIPMENT THROUGH THE CONDUIT SHALL BE SEALED IN ACCORDANCE WITH NEC 300.5 (G).
26. MATERIALS SHALL BE NEW AND OF THE BEST QUALITY WITH MANUFACTURER'S NAME PRINTED THEREON. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH NEMA, ANSI, UNDERWRITER'S LABORATORY OR OTHER APPLICABLE STANDARDS AND RATED FOR HEAVY DUTY SERVICE.
27. SELECTION OF MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE DRAWINGS AND/OR SPECIFICATIONS.
28. THE SUBMITTALS SHALL BE NEATLY GROUPED AND ORGANIZED. PERTINENT INFORMATION SHALL BE HIGHLIGHTED, AND THE SPECIFIC PRODUCT SHALL BE IDENTIFIED. ALL SUBMITTALS SHALL BE COMPLETE, AND PRESENTED IN ONE PACKAGE. THE SUBMITTAL SHALL INCLUDE A COMPLETE LIST OF THE EQUIPMENT AND MATERIALS, INCLUDING THE MANUFACTURER'S NAME, PRODUCT SPECIFICATION, DESCRIPTIVE DATA, TECHNICAL LITERATURE, PERFORMANCE CHARTS, CATALOG CUTS, INSTALLATION INSTRUCTION, AND SPARE PART RECOMMENDATIONS FOR EACH DIFFERENT ITEM OF THE EQUIPMENT SPECIFIED.
29. VERIFY ALL CONDUIT FILL RATIOS, BOX FILLS, AND CONDUIT BENDS (MAX 360 DEGREES) ARE MET PER NEC REQUIREMENTS. INSTALL PULL BOXES AND DE-RATE CABLE AMPACITY AS NECESSARY.
30. CONTRACTOR TO READ ALL THE DRAWINGS IN THIS SET TO BECOME FAMILIARIZED WITH THE FULL ELECTRICAL SCOPE, INCLUDING BUT NOT LIMITED TO THE MECHANICAL, INSTRUMENTATION AND CIVIL DRAWINGS.
31. THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY. WHERE THERE IS OVERLAP, THE MORE STRINGENT REQUIREMENT WILL TAKE PRECEDENCE.
32. CONTRACTOR SHALL VERIFY ALL CIRCUITS CONTAIN LESS THAN 5% VOLTAGE DROP. CONTRACTOR SHALL PROVIDE SHORT CIRCUIT ANALYSIS AND ARC FLASH STUDY, AS REQUIRED.
33. CONTRACTOR SHALL COORDINATE AND PERFORM WORK TO THE STANDARDS OF ALL APPLICABLE UTILITY COMPANIES, INCLUDING BUT NOT LIMITED TO UNDERGROUND ELECTRICAL LINES, GAS LINES AND WATER LINES. WHEN AN ISSUE OR DISCREPANCY ARISES, NOTIFY THE CITY AND ENGINEER IMMEDIATELY.
34. CONTRACTOR TO PROVIDE REQUIREMENTS FOR NFPA 70E, AS REQUIRED.
35. CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY WITH ANY DISCREPANCIES FOUND DURING INSTALLATION OR REVIEW.
36. LIGHTING SHALL BE INSTALLED IN THE BUILDING TO PROVIDE A MINIMUM OF 30 FOOT CANDLES IN ALL INDOOR ROOMS.
37. ALL POWER AND LIGHTING CONDUITS SHALL HAVE A GROUND WIRE, BE AT LEAST #12 THHN, AND SIZED FOR PROPER AMPACITY DERATING AND CONDUIT FILL.
38. ALL 120V RECEPTACLES SHALL BE GFCI PROTECTED, EITHER WITH A GFCI RECEPTACLE OR THROUGH A GFCI CIRCUIT BREAKER.

SCOPE OF WORK:

THE CITY OF COSTA MESA UPGRADE LAKE PUMP MOTORS AT TEWINKLE MEMORIAL PARK:

1. PROVIDE DESIGN DETAIL TO UPGRADE POWER CONDUIT SUPPORT CONNECTIONS TO REFURBISHED LAKE PUMP MOTORS PER N.E.C.
2. PROVIDE DEDICATED 120V CIRCUITS TO NEW LAKE AIR COMPRESSOR AND CHEMICAL INJECTION PUMPS.

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PRELIMINARY DESIGN DRAWING

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NO	BY	DATE	REVISIONS	DATE	APP.
1					
2					
3					
4					
5					

PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. ---- #C89315
EXP. 09/30/2026

DRAWN SP,RC,RT | SCALE AS SHOWN
DESIGNED BL
CHECKED ZS | DATE 7/22/2024

TITLE
ELECTRICAL GENERAL NOTES

JOB
TEWINKLE PARK
LAKE RENOVATION
COSTA MESA *CA*

PACE
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SHEET
W500
43 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24v.dwg
Dimscale = 24; LTscale = 1; PSltscale = 1; ACAD Ver. = 23.0s (LMS Tech); Visretain = 1
R:\B836\Engineering\B836-13 (Bid Documents)\sheets\B836-13 W500 Electrical General Notes.dwg - Tab: 43 - by rhan on 05/28/24 at 1:58:03 PM

Jul. 22, 2024

PLAN LEGEND

- EXPOSED CONDUIT
- EXISTING EXPOSED CONDUIT
- CONDUIT WITHIN CEILING, FLOOR, WALLS, OR UNDERGROUND
- EXIST. CONDUIT WITHIN CEILING, FLOOR, WALLS, OR UNDERGROUND
- GROUNDING ELECTRODE CONDUCTOR
- OHE — EXISTING OVERHEAD ELECTRIC
- CONDUIT BEND UP
- CONDUIT BEND DOWN
- FENCE
- FLOOR MOUNTED ETHERNET (10/100) OUTLET (RJ-45)
- TELEPHONE OUTLET (RJ-11)
- ETHERNET (10/100) OUTLET (RJ-45)
- COMBINATION TELEPHONE/ETHERNET (10/100) OUTLET (RJ-11 & RJ-45)
- 20 — 240V SIMPLEX RECEPTACLE (NUMBER DENOTES CIRCUIT AMPS)
- 20 — 480V SIMPLEX RECEPTACLE (NUMBER DENOTES CIRCUIT AMPS)
- 120V, 20A SIMPLEX RECEPTACLE
- 120V, 20A DUPLEX RECEPTACLE
- 120V, 20A QUADRAPLEX RECEPTACLE
- $ — 120V, 20A SPST SWITCH
- $M — MANUAL MOTOR STARTER
- $3 — 120V, 20A 3-WAY SWITCH
- $4 — 120V, 20A 4-WAY SWITCH
- AT — ANALYZER TRANSMITTER
- CS — CONDUCTIVITY SWITCH
- FS — FLOAT SWITCH
- J — ABOVE GROUND JUNCTION BOX
- LE — LEVEL ELEMENT
- LP — LEVEL PROBES
- LT — LEVEL TRANSPONDER
- PC — PHOTOCELL
- PS — PRESSURE SWITCH
- TS — TEMPERATURE SWITCH
- T — THERMOSTAT
- ZS — INTRUSION ALARM SWITCH
- JB — UNDERGROUND JUNCTION BOX
- MH — MANHOLE
- HH — HANDHOLE
- DISCONNECT SWITCH
- F — FUSED DISCONNECT SWITCH
- CB — ENCLOSED CIRCUIT BREAKER
- COMBINATION MOTOR STARTER
- MOTOR STARTER
- PUSHBUTTON CONTROL STATION
- CONDUIT SEAL-OFF FITTING
- S — SOLENOID VALVE (ENERGIZED TO CLOSE)
- S — SOLENOID VALVE (ENERGIZED TO OPEN)
- BUTTERFLY VALVE
- PLUG VALVE
- GATE VALVE
- ALARM BEACON
- H — HORN

SINGLE LINE DIAGRAM AND SCHEMATIC LEGEND

- FIELD WIRING
- PANEL WIRING
- COMMUNICATIONS WIRING
- CABLE (MULTICONDUTOR SHIELDED)
- R — PILOT LIGHT (LETTER DENOTES COLOR)
- R — PUSH-TO-TEST PILOT LIGHT (LETTER DENOTES COLOR)
- CR — CONTROL RELAY
- PRESSURE SWITCH (N.O.) CLOSES ON RISING LEVEL
- PRESSURE SWITCH (N.C.) OPENS ON RISING LEVEL
- TIMING RELAY, (N.O.) CONTACT TIME TO CLOSE (ON DELAY TIMER)
- TIMING RELAY, (N.C.) CONTACT TIME TO OPEN (ON DELAY TIMER)
- TIMING RELAY, (N.O.) CONTACT TIME TO OPEN (OFF DELAY TIMER)
- TIMING RELAY, (N.C.) CONTACT TIME TO CLOSE (OFF DELAY TIMER)
- FLOW SWITCH (N.O.) CLOSES ON RISING LEVEL
- FLOW SWITCH (N.C.) OPENS ON RISING LEVEL
- FLOAT SWITCH (N.C.) OPENS ON RISING LEVEL
- FLOAT SWITCH (N.O.) CLOSES ON RISING LEVEL
- LIMIT SWITCH (N.C.)
- LIMIT SWITCH (N.O.)
- LIMIT SWITCH (N.C.)
- LIMIT SWITCH (N.O.)
- TEMPERATURE SWITCH (N.C.) OPENS ON RISING LEVEL
- TEMPERATURE SWITCH (N.O.) CLOSES ON RISING LEVEL
- CIRCUIT BREAKER WITH DOOR OPERATED HANDLE, 3P, 480V, THERM MAG TRIP, UNO
- 3P, 480V MOLDED CASE CIRCUIT BREAKER WITH THERMAL MAG TRIP, UNO
- CONTACT (N.O.)
- CONTACT (N.C.)
- PUSHBUTTON (N.O.) MOMENTARY CLOSE
- PUSHBUTTON (N.C.) MOMENTARY OPEN
- 2-POSITION SELECTOR SWITCH
- H O A — 3-POSITION SELECTOR SWITCH (HAND-OFF-AUTO)
- LO STOP — LOCKOUT STOP PUSHBUTTON
- PUSH-PULL EMERGENCY STOP PUSHBUTTON
- DISCONNECT SWITCH (N.O.)
- DISCONNECT SWITCH (N.C.)
- EARTH GROUND CONNECTION
- GROUND ROD AND WELL
- OVERLOAD (ELECTRONIC TYPE)
- THERMAL OVERLOAD (BI-METALLIC)
- FUSED TERMINAL BLOCK
- N — NEUTRAL BUS
- G — GROUND BUS
- H — HORN
- BUZZER
- TERMINAL BLOCK
- FIELD TERMINATION
- MLO — MAIN LUG ONLY
- POWER DISTRIBUTION BLOCK
- COIL/INDUCTOR
- POWER TRANSFORMER
- HEATER
- M — MOTOR STARTER CONTACTOR COIL
- ETM — ELAPSED TIME METER
- M — METER & CURRENT TRANSFORMER
- WHM — WATT HOUR METER AND SOCKET
- PFR — PHASE FAILURE RELAY
- TR XX — TIME DELAY RELAY
- LR XX — LATCHING RELAY
- CR XX — CONTROL RELAY
- ISR XX — INTRINSICALLY SAFE RELAY
- EDGE CONNECTORS
- INTERNAL CONTACT (N.O.)
- INTERNAL CONTACT (N.C.)
- BATTERY
- CAPACITOR
- SOLENOID
- RESISTOR
- DIODE
- MOV — METAL OXIDE VARISTOR
- INDICATING FUSE HOLDER AMPERE SIZE SHOWN
- S, LA — LIGHTNING ARRESTER
- CXXXX — CONDUIT DESIGNATION C-CONTROL P-POWER
- EQUIPMENT TAG REFERENCE
- I/O POINT REFERENCE PLC, I/O RACK, OR ENUNCIATOR PANEL
- DRAWING REFERENCE
- LOCATION SYMBOL
- SHEET NOTE TAG
- EDGE CONNECTOR
- INSTRUMENTATION
- PHOTOCELL AND TIME CLOCK
- CONDUIT STUB-UP AND CAP
- INV — ACTIVE HARMONIC FILTER

ABBREVIATION LIST

A, AMP	AMPERES	RR	RUN RELAY
AM	AMMETER	RV	REDUCED VOLTAGE
AC	ALTERNATING CURRENT	RVAT	REDUCED VOLTAGE AUTO-TRANSFORMER
AIC	AMPS INTERRUPTING CAPACITY	SSS	SOLID-STATE STARTER
BAT	BATTERY BC BATTERY CHARGER	SR	SIMPLEX RECEPTACLE
C	COMMON	SS	SELECTOR SWITCH, SOFT STARTER
CB	CIRCUIT BREAKER	SP	SURGE PROTECTOR
CNTL	CONTROL	SPD	SURGE PROTECTOR DEVICE
CPT	CONTROL POWER TRANSFORMER	SV	SOLENOID VALVE
CP	CONTROL PANEL	SWBD	SWITCHBOARD
CR	CONTROL RELAY	TB	TERMINAL BLOCK
CT	CURRENT TRANSFORMER	TR	TIME DELAY RELAY
DC	DIRECT CURRENT	TC	TIMECLOCK
DR	DUPLEX RECEPTACLE	TM	THERMAL MAGNETIC
(E)	EXISTING	TS	TEMPERATURE SWITCH
EC	EDGE CONNECTOR	TSP	TWISTED SHIELDED PAIR
EF	EXHAUST FAN	TWP	TWISTED PAIR
ETM	ELAPSED TIME METER	TYP	TYPICAL
F	FUSE	UG	UNDERGROUND
FB	FUSE BLOCK	V	VOLTS, VOLTAGE
(F)	FUTURE	VM	VOLTMETER
FLTR	FILTER	VFD	VARIABLE FREQUENCY DRIVE
FS	FLOAT SWITCH	WP	WEATHERPROOF
FVNR	FULL VOLTAGE NON REVERSING	TR,XFMR	TRANSFORMER
FVR	FULL VOLTAGE REVERSING	XP	EXPLOSION PROOF
G, GND	GROUND	XMITR	TRANSMITTER/TRANSPONDER
GFCI	GROUND FAULT CIRCUIT INTERRUPTER		
HPS	HIGH PRESSURE SODIUM		
HS	HAND SWITCH		
ICP	INSTRUMENTATION CONTROL PANEL		
ISR	INTRINSICALLY SAFE RELAY		
I, IND	INDICATOR		
INST	INSTANTANEOUS		
KV	KILOVOLT		
KVA	KILOVOLT AMPERES		
KW	KILOWATT		
LED	LIGHT EMITTING DIODE		
LCD	LIQUID CRYSTAL DISPLAY		
LA	LIGHTNING ARRESTER		
LCP	LOCAL CONTROL PANEL		
LPU	LIGHTNING PROTECTION UNIT		
LOS	LOCK OUT STOP		
LR	LATCH RELAY		
LS	LOAD SPLITTER		
MA	MILLIAMPERES		
MB	MAIN BREAKER		
MCC	MOTOR CONTROL CENTER		
MCP	MOTOR CIRCUIT PROTECTOR		
MOT	MOTOR OVERTEMPERATURE		
MMS	MOTOR MOISTURE SENSOR		
MS	MOTOR STARTER		
N	NEUTRAL		
NA	NON AUTOMATIC		
(N)	NEW		
N.I.C.	NOT IN CONTRACT		
NP	NAMEPLATE		
OT	OVERTEMPERATURE		
O/L	OVERLOAD DEVICE		
PB	PUSHBUTTON		
PCB	PRINTED CIRCUIT BOARD		
PC	PROGRAMMABLE CONTROLLER		
PLC	PROGRAMMABLE LOGIC CONTROLLER		
PL-1	PILOT LIGHT 1		
PFR	PHASE/POWER FAIL RELAY		
PNL	PANEL		
POT	POTENTIOMETER		
PPM	POWER PHASE MONITOR		
PR	PAIR CABLE		
PS	PRESSURE SWITCH		
PT	POTENTIAL TRANSFORMER		
PTT	PUSH TO TEST		
PVC	POLYVINYL CHLORIDE		
PWR	POWER		

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PREPARED BY: ZIRANG SONG
R.C.E. NO. — PROJECT ENGINEER #C89315
EXP: 06/30/2026

DRAWN: SP,RC,RT | SCALE: AS SHOWN
DESIGNED: BL
CHECKED: ZS | DATE: 7/22/2024

TITLE: **ELECTRICAL LEGEND**

JOB: **TEWINKLE PARK** *LAKE RENOVATION* **COSTA MESA** CA

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SHEET **W501**
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X-refs: B836-07 36x24x.dwg
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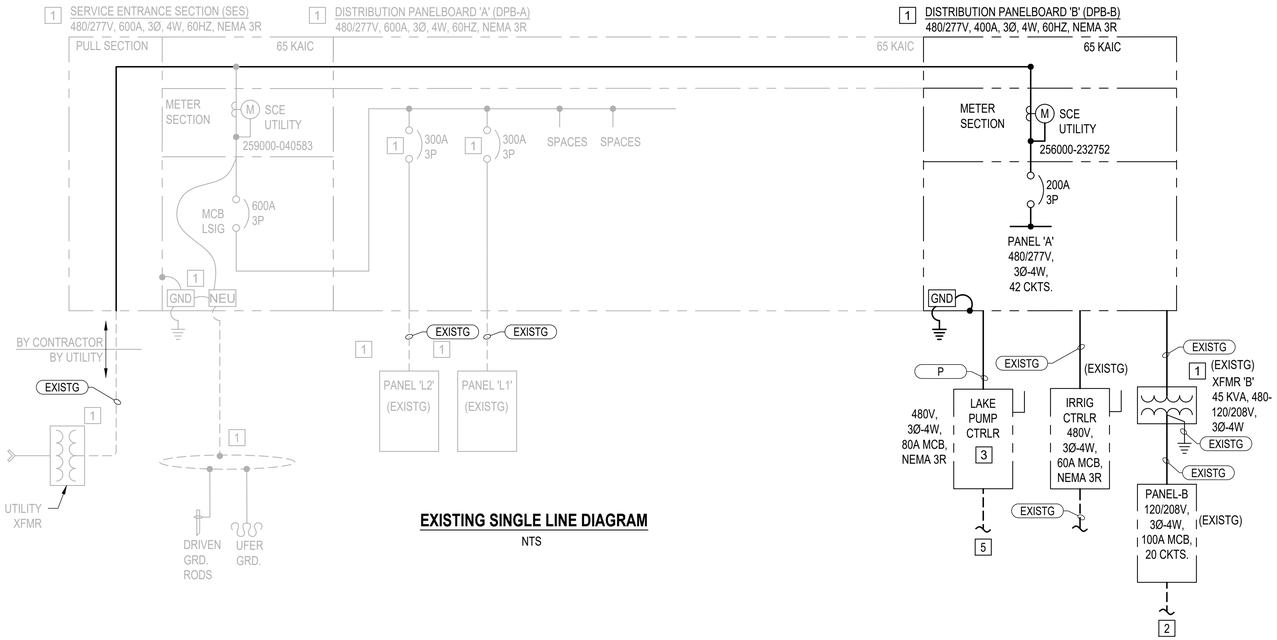
Jul. 22, 2024



EXISTING SINGLE LINE DIAGRAM

NTS

CONSTRUCTION NOTES:

1. EXISTING ELECTRICAL EQUIPMENT AND CONDUIT TO REMAIN.
2. REFER TO POWER AND CONTROL PLAN FOR ROUTING OF NEW ELECTRICAL EQUIPMENT IN LAKE PUMP STATION.
3. REUSE EXISTING LAKE PUMP CONTROLLER PANEL WALL - MOUNTED BY (TOTAL CONTROL MANUF) AND PANEL A.
4. DEMO AND LABEL "SPACE" REMOVE ALL EXISTING "OZONE" ELECTRICAL EQUIPMENT FROM THE LAKE PUMP STATION RETURN TO CITY PER PROJECT SCOPE OF WORK.
5. USE EXISTING CONDUIT STUB-UP PROTECTION WITH FLOOR MOUNTED STRUT SYSTEM TO EXISTING MOTORS ON VERTICAL POWER PER NEC CODE.
6. ADDED GFCI RECEPTACLE FOR DOSING PUMPS.

NOTES:

1. DRAWINGS ARE DIAGRAMMATIC AND DO NOT REFLECT ACTUAL ROUTING. CONTRACTOR SHALL INSTALL PULLPOINTS WHERE REQUIRED FOR PULLING TENSION AND MAINTAINING LESS THEN (4) 90 DEGREE BENDS.
2. ALL EQUIPMENT, INCLUDING INSTRUMENTATION, IS NOT SHOWN ON THIS DIAGRAM. REFERENCE MECHANICAL AND INSTRUMENTATION DIAGRAMS.
3. GROUND AND BOND ALL ENCLOSURES PER GROUNDING PLANS AND MANUFACTURER/CODE REQUIREMENTS.
4. NOT ALL EQUIPMENT AND WIRING IS SHOWN ON THIS DIAGRAM. REFERENCE DRAWINGS IN THE ELECTRICAL SET AND ENTIRE PROJECT TO COMPLETELY UNDERSTAND THE SCOPE OF ELECTRICAL WORK.

PANEL "A"

VOLTAGE:	480/277 VAC			VOLT AMPS					MAIN BKR:	200	A
SCCR:	42 KAIC								PANEL BUS:	225	A

LOAD DESCRIPTION	VA	CB	BKR	PHASE A	PHASE B	PHASE C	BKR	CB	VA	LOAD DESCRIPTION	
"SPACE"			1	16295			2		16295	LAKE PUMP CTRLR PANEL	3
"SPACE"			3		16295		4	80/3	16295	LAKE PUMP CTRLR PANEL	3
"SPACE"			5			16295	6		16295	LAKE PUMP CTRLR PANEL	3
"SPACE"			7	14000			8		14000	XFMR B 45 KVA	
"SPACE"			9		14000		10	100/3	14000	XFMR B 45 KVA	
"SPACE"			11			14000	12		14000	XFMR B 45 KVA	
"SPACE"			13	4750			14		4750	IRRIG CONTROLLER	
"SPACE"			15		4750		16	60/3	4750	IRRIG CONTROLLER	
"SPACE"			17			4750	18		4750	IRRIG CONTROLLER	
"SPACE"			19	0			20			"SPACE"	
"SPACE"			21		0		22			"SPACE"	
"SPACE"			23			0	24			"SPACE"	
"SPACE"			25	0			26			"SPACE"	
"SPACE"			27		0		28			"SPACE"	
"SPACE"			29			0	30			"SPACE"	
"SPACE"			31	0			32			"SPACE"	
"SPACE"			33		0		34			"SPACE"	
"SPACE"			35			0	36			"SPACE"	
"SPACE"			37	0			38			"SPACE"	4
"SPACE"			39		0		40			"SPACE"	4
"SPACE"			41			0	42			"SPACE"	4
				PHASE A	PHASE B	PHASE C					
VA/PHASE (SUBTOTAL)				35045	35045	35045	3Φ, 4W				
AMPS/PHASE (SUBTOTAL)				126.5	126.5	126.5	10,000 AIC BREAKERS				
VA (SUBTOTAL)				105135			NEMA 1 INSIDE "DPB-B" INSIDE NEMA 3R ENCL.				
25% OF LARGEST INDUCTIVE LOAD (VA)				0	290	0					
GRAND TOTAL (AMPS)				126.8			* INDICATES LOAD CALCULATED AT 125%				
PERCENT CAPACITY				63.4%							

PANEL "B"

VOLTAGE:	120/208 VAC			VOLT AMPS					MAIN BKR:	100	A
SCCR:	22 KAIC								PANEL BUS:	125	A

LOAD DESCRIPTION	VA	CB	BKR	PHASE A	PHASE B	PHASE C	BKR	CB	VA	LOAD DESCRIPTION	
MAIN		100	1	0			2		0	"SPACE"	
CIRCUIT		/	3		0		4	15/1	0	SPARE	
BKR		3	5			0	6	15/1	0	SPARE	
LIGHTS	300	20/1	7	550			8	20/1	250	SPRINKLER TIMER	
GFCI RECEPT	180	20/1	9		680		10	20/1	500	SPRINKLER TIMER	
SPARE	0	20/1	11			204	12	20/1	204	GFCI RECEPT FOR CHEM. FEED PUMP #1	6
"SPACE"	0		13	0			14	15/1	0	SPARE	
"SPACE"	0		15		0		16		0	"SPACE"	
SPARE	0	20/1	17			204	18	20/1	204	GFCI RECEPT FOR CHEM. FEED PUMP #2	6
"SPACE"	0		19	0			20		0	"SPACE"	
				PHASE A	PHASE B	PHASE C					
VA/PHASE (SUBTOTAL)				550	680	408	3Φ, 4W				
AMPS/PHASE (SUBTOTAL)				4.6	5.7	3.4	10,000 AIC BREAKERS				
VA (SUBTOTAL)				1638			NEMA 3R ENCL.				
25% OF LARGEST INDUCTIVE LOAD (VA)				125	125	125					
GRAND TOTAL (AMPS)				5.6			* INDICATES LOAD CALCULATED AT 125%				
PERCENT CAPACITY				5.6%							

BUS BRACING CALCULATION (WORST CASE)
MAIN CIRCUIT BREAKER - 600 AMPERES

Isc = (300A) (480V) (1.73) / 1000 = 249.4 KVA

ASSUME 300KVA UTILITY TRANSFORMER @ 3.0% Z

SHORT-CIRCUIT CURRENT AVAILABLE (WORST CASE) BY EATON, TABLE 1.

= 33,451 AMPS.

ADD MOTOR CONTRIBUTION

33,451 + (48) = 33,499 AMPS

MULTIPLY BY 10% FOR VOLTAGE FLUCTUATION

33,499 X 1.1 = 36,849 AMPS

BUS BRACING SHALL BE 42 KAIC

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

THIS DRAWING IS FOR BIDDING USE ONLY AND NOT INTENDED TO BE USED FOR CONSTRUCTION.

NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY: ZHANG SONG
R.C.E. NO. PROJECT ENGINEER #C89315
EXP: 06/30/2026
DRAWN: SP,RC,RT
DESIGNED: BL
CHECKED: ZS
SCALE: AS SHOWN
DATE: 7/22/2024

TITLE: ELECTRICAL SINGLE LINE DIAGRAM

JOB: TEWINKLE PARK / LAKE RENOVATION / COSTA MESA CA

PACE Advanced Water Engineering
17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708
P: (714) 481-7300 | www.pacewater.com

SHEET W502
45 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24v.dwg
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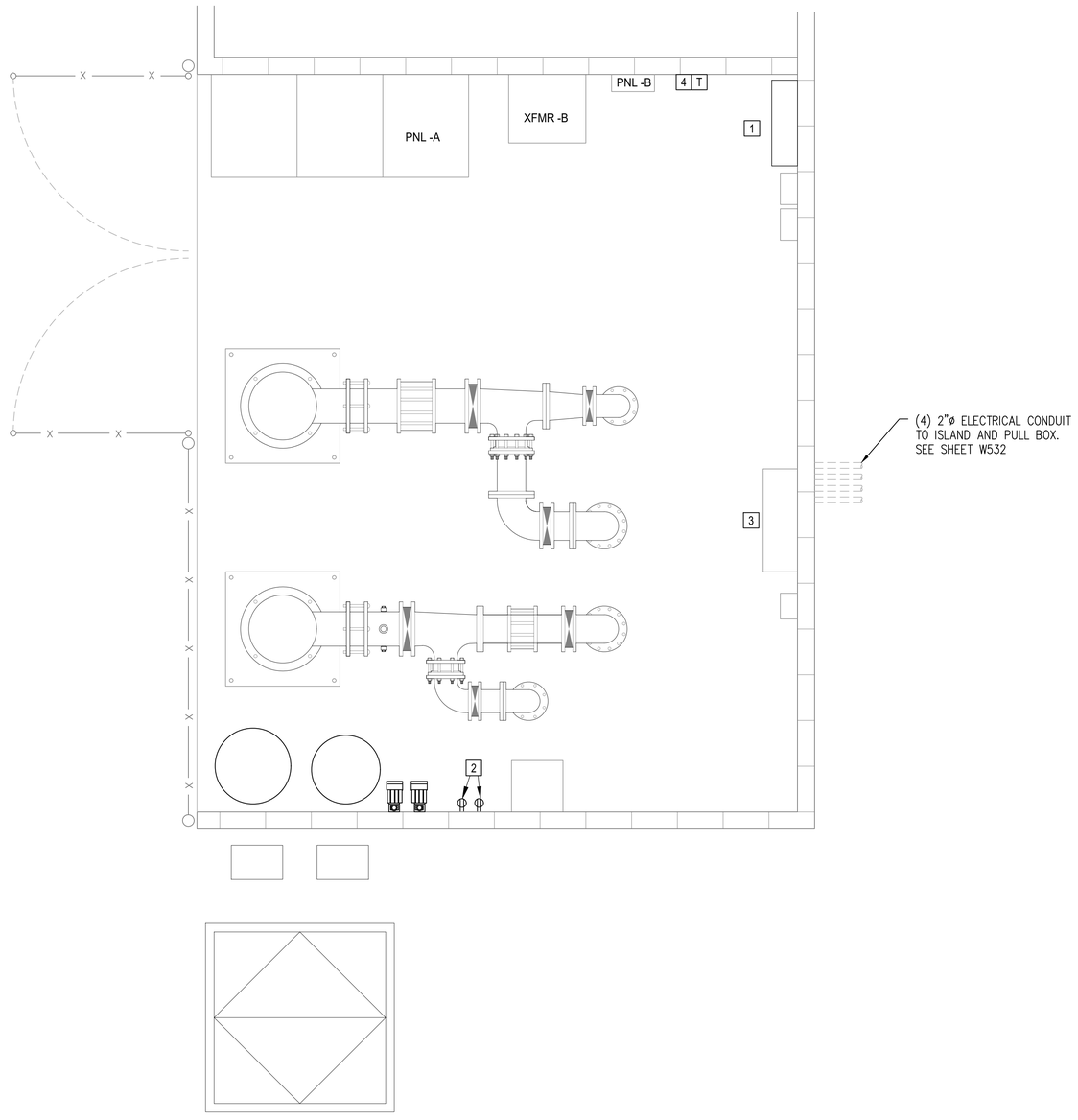
Jul. 22, 2024



PUMP STATION PLAN

½"=1'-0"

CONSTRUCTION NOTES:

1. ~~REUSE EXISTING PUMP CONTROLLER FROM MIXER MOTOR AS REQUIRED BY MANUFACTURER SPECIFICATIONS.~~ NOT USED
2. INSTALL NEW #10 AWG WIRE IN 0.75" CONDUIT FROM RECEPTACLES TO EXISTING PANEL B.
3. REUSE EXISTING IRRIGATION / FOUNTAIN CONTROLLER PANEL.
4. REUSE EXISTING PUMP CONTROLLER PANEL TRANSFORMER WALL MOUNTED.
5. ~~INSTALL NEW DISCONNECT SWITCH FOR NEW MIXER.~~ NOT USED

NOTES:

1. LABEL CONDUITS PER DETAIL "F" ON.
2. CONDUCTORS FOR HOME RUN CIRCUITS FOR LIGHTING AND RECEPTACLES SHALL BE #10 AWG MINIMUM SIZE.
3. RECEPTACLE WIRING SHALL BE TYPE XHHW-2.
4. RECEPTACLE OUTLETS SHALL BE CLEARLY LABELED WITH THE CIRCUIT PROVIDING POWER. LABEL SHALL BE SUITED FOR ENVIRONMENT RECEPTACLE IS LOCATED IN.
5. ALL CONDUITS SHALL CONTAIN A PROPERLY SIZED GROUND CONDUCTOR.
6. MOUNT AND WIRE ALL EQUIPMENT PER MANUFACTURER REQUIREMENTS.

LEGEND:

WP	120V, 20A GFCI DUPLEX TAMPER-WEATHER RESISTANT RECEPTACLE WITH METALLIC WEATHERPROOF WHILE IN USE COVER, EXTRA DUTY.
	120V, 20A GFCI DUPLEX TAMPER-WEATHER RESISTANT RECEPTACLE.
J	ABOVE GROUND JUNCTION BOX
T	POWER TRANSFORMER

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY DESIGN DRAWING

THIS DRAWING IS FOR BIDDING USE ONLY AND NOT INTENDED TO BE USED FOR CONSTRUCTION.

NO	BY	DATE	REVISIONS	DATE	APP.

PREPARED BY
ZHANG SONG
PROJECT ENGINEER
R.C.E. NO. #C89315
EXP. 07/30/2026

DRAWN SP/RC/RT
DESIGNED BL
CHECKED ZS
SCALE AS SHOWN
DATE 7/22/2024

TITLE
ELECTRICAL POWER AND CONTROL PLAN

JOB
TEWINKLE PARK
LAKE RENOVATION
COSTA MESA ***CA***

PACE
Advanced Water Engineering
17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708
P: (714) 481-7300 | www.pacewater.com

SHEET
W503
46 OF 50 SHEETS

JOB NO. B836

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Xrefs: B836-07 36x24.dwg; B836-07 Existing Pump Station.dwg
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SECTION "G"

APPENDIX "C"

CITY AND CALTRANS STANDARD DRAWINGS

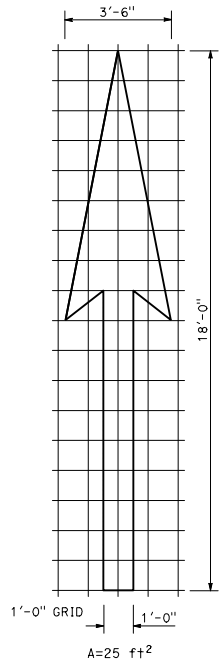
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

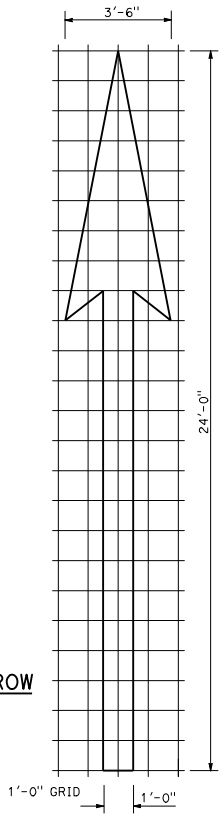
REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



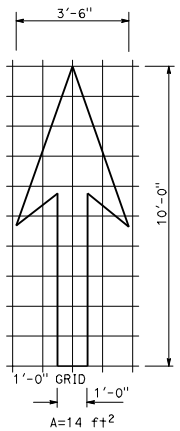
A=25 ft²

TYPE I 18'-0" ARROW



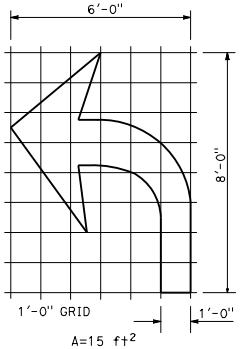
A=31 ft²

TYPE I 24'-0" ARROW



A=14 ft²

TYPE I 10'-0" ARROW

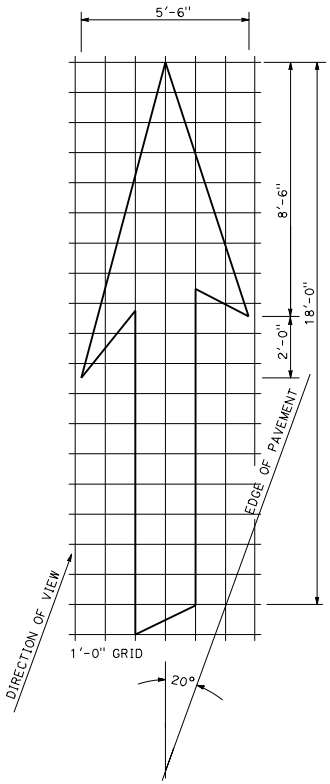


A=15 ft²

TYPE IV (L) ARROW

(For Type IV (R) arrow, use mirror image)

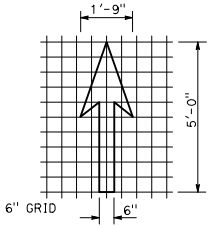
NOTE:
Minor variations in dimensions may be accepted by the Engineer.



A=42 ft²

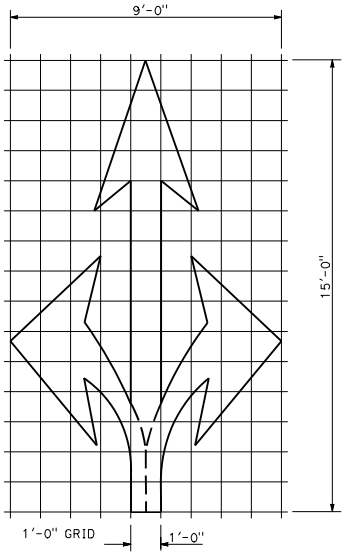
TYPE VI ARROW

Right lane drop arrow (For left lane, use mirror image)



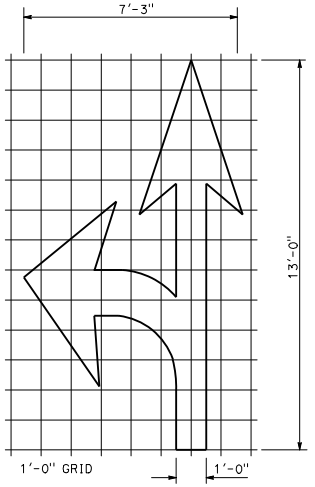
A=3.5 ft²

BIKE LANE ARROW



A=36 ft²

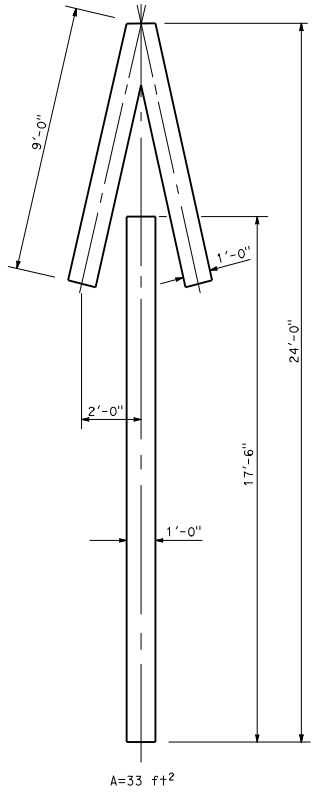
TYPE VIII ARROW



A=27 ft²

TYPE VII (L) ARROW

(For Type VII (R) arrow, use mirror image)



A=33 ft²

TYPE V ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS

NO SCALE

A24A

1-26-18

Return to Table of Contents

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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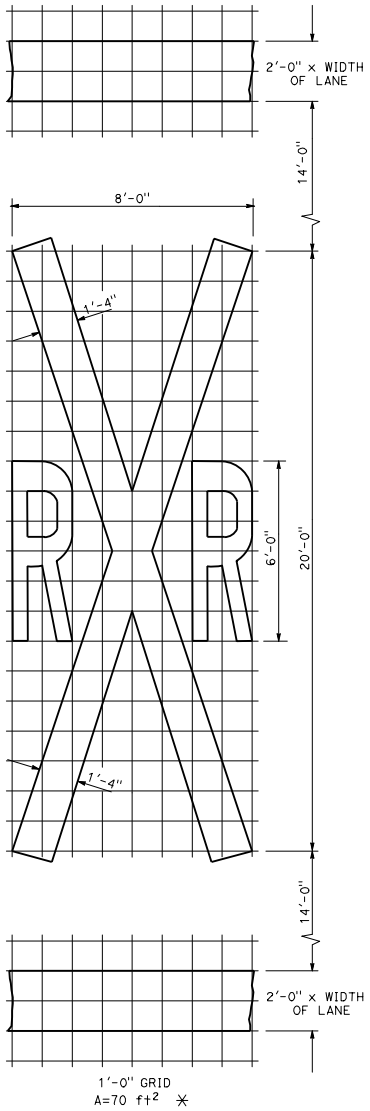
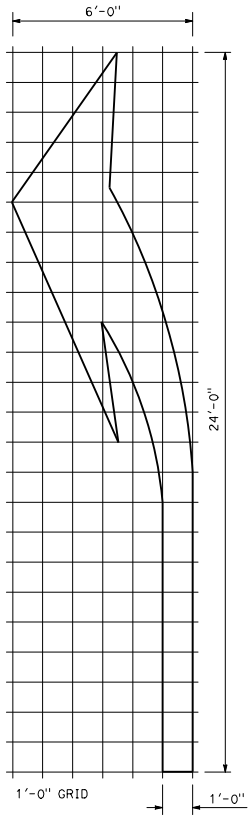


A=70 ft² *

RAILROAD CROSSING SYMBOL

* 70 ft² does not include the 2'-0" x variable width transverse lines.



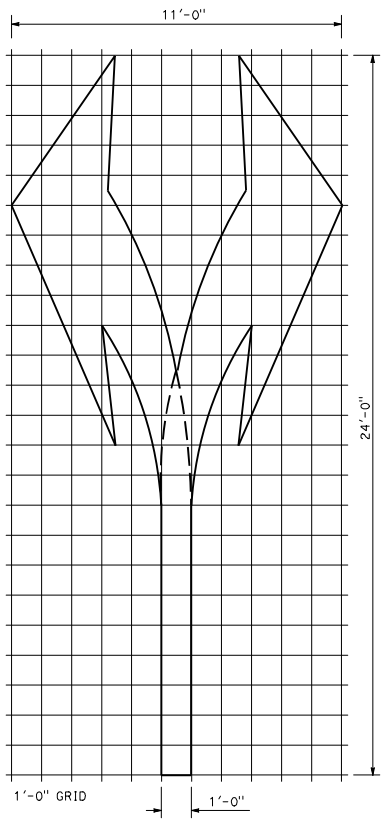
A=42 ft²

TYPE III (L) ARROW

(For Type III (R) use mirror image)

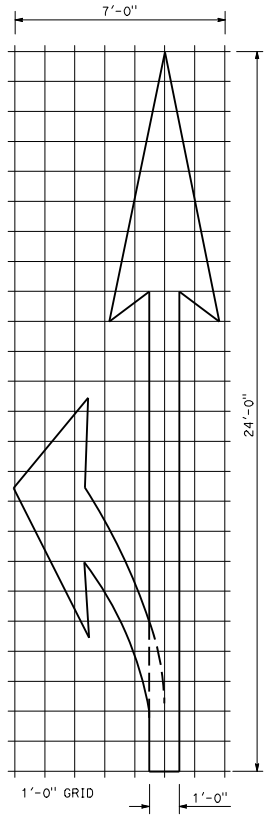
NOTE:

Minor variations in dimensions may be accepted by the Engineer.



A=73 ft²

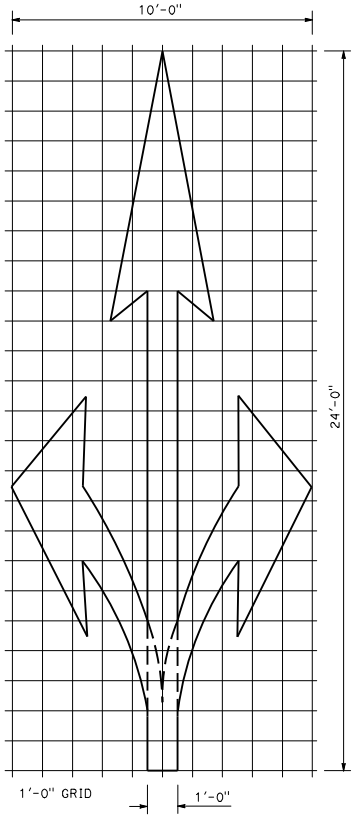
TYPE III (B) ARROW



A=45 ft²

TYPE II (L) ARROW

(For Type II (R) use mirror image)



A=59 ft²

TYPE II (B) ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS AND SYMBOLS

NO SCALE

A24B

1-26-18

Return to Table of Contents

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Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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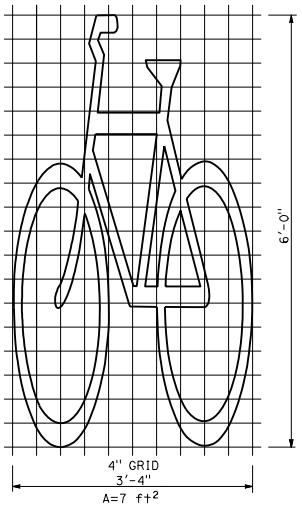
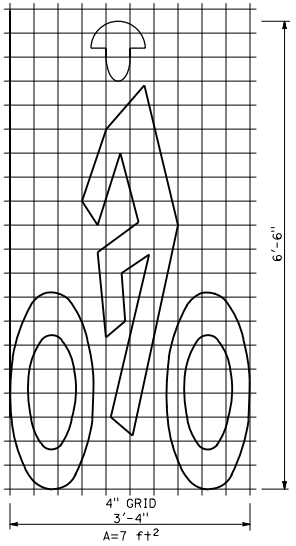
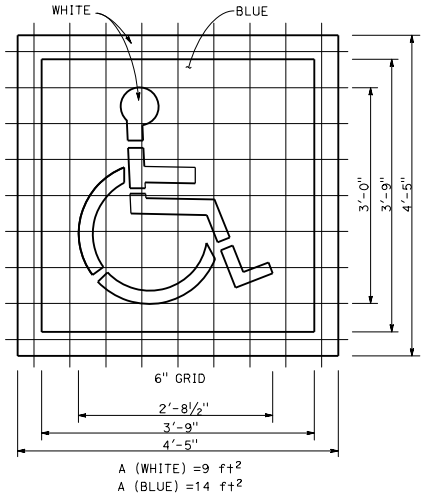


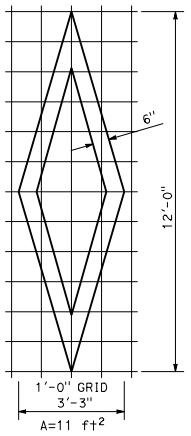
BIKE LANE SYMBOL WITHOUT PERSON



BIKE LANE SYMBOL WITH PERSON



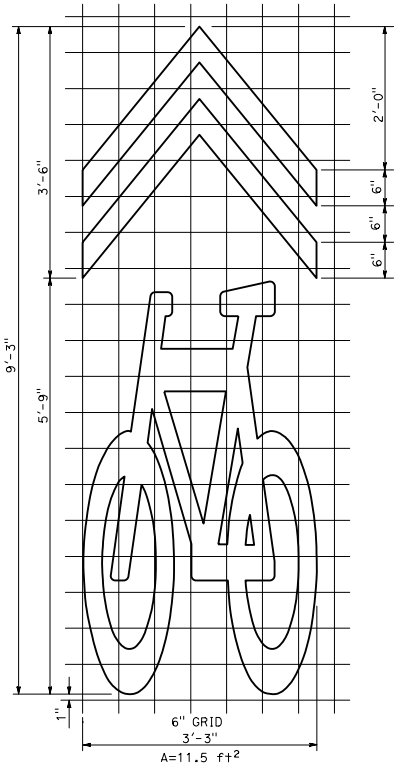
INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING



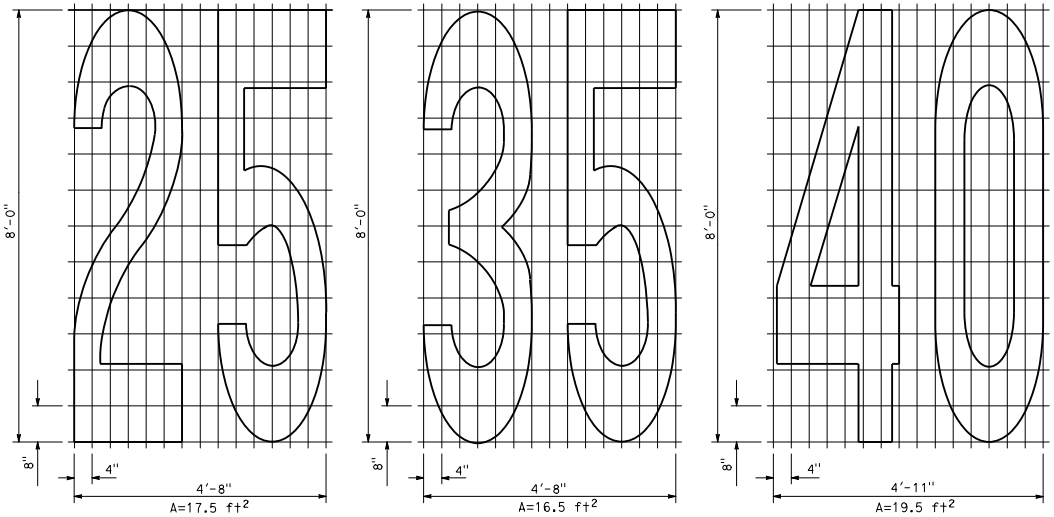
DIAMOND SYMBOL

NOTE:

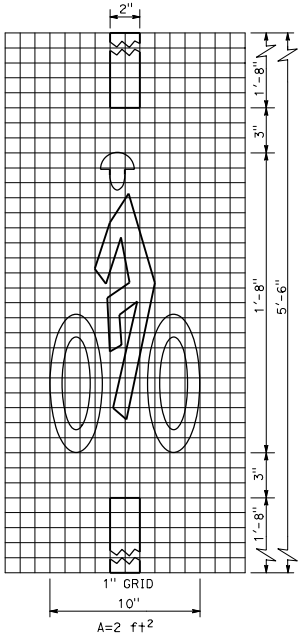
Minor variations in dimensions may be accepted by the Engineer.



SHARED ROADWAY BICYCLE MARKING



NUMERALS



BICYCLE LOOP DETECTOR SYMBOL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS SYMBOLS AND NUMERALS

NO SCALE

A24C

1-26-18

2018 STANDARD PLAN A24C

Return to Table of Contents

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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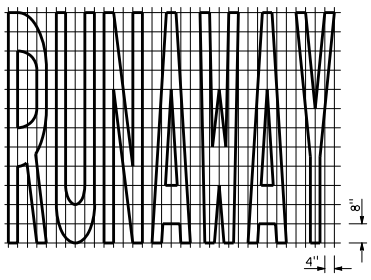

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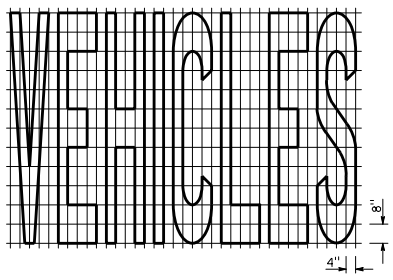

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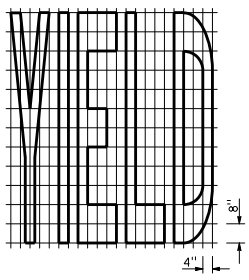

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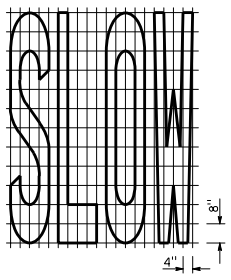

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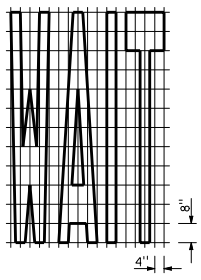

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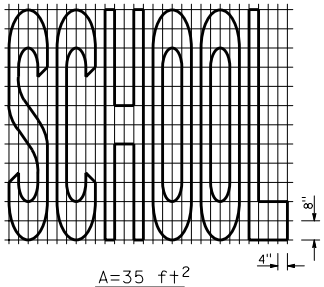

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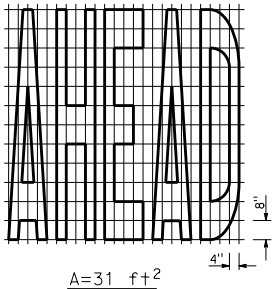

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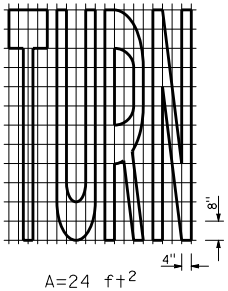

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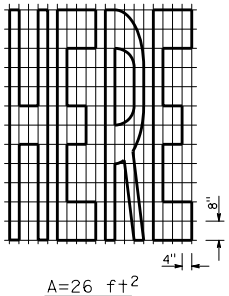

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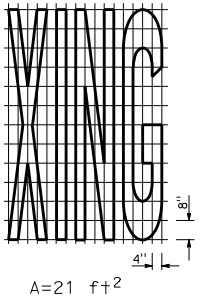

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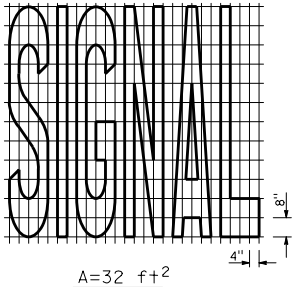

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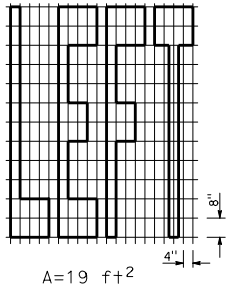

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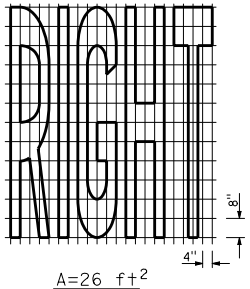
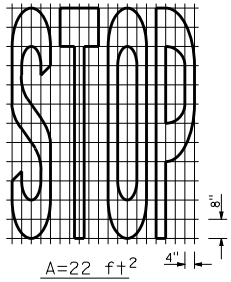
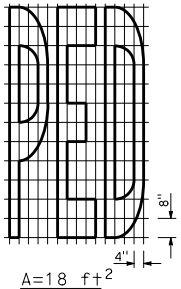


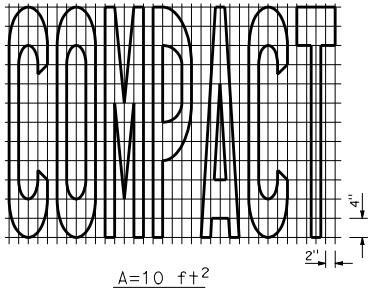
A=26 ft²



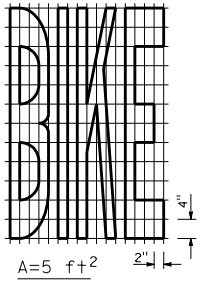
A=22 ft²



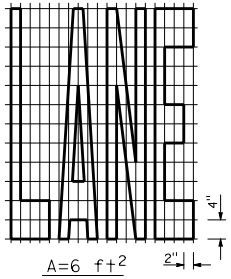
A=18 ft²



A=10 ft²



A=5 ft²



A=6 ft²

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

NO SCALE

A24D

1-26-18

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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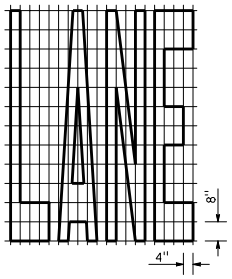
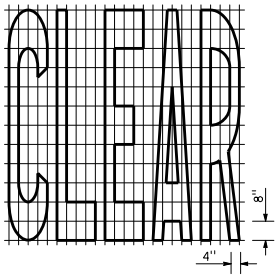
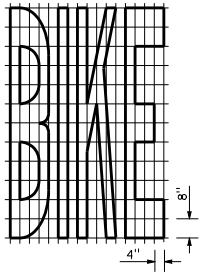


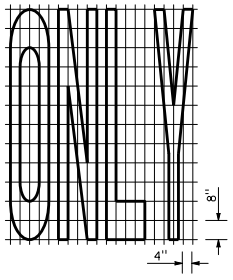
A=24 ft²



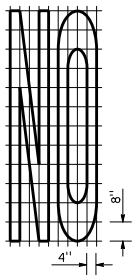
A=27 ft²



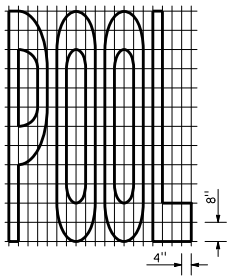
A=21 ft²



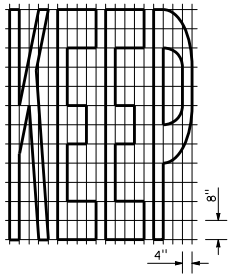
A=22 ft²



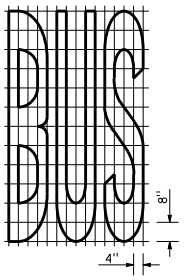
A=14 ft²



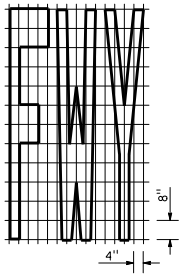
A=23 ft²



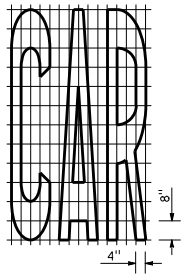
A=24 ft²



A=20 ft²

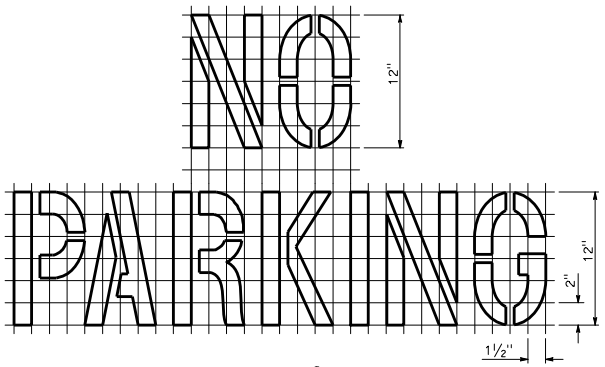


A=16 ft²

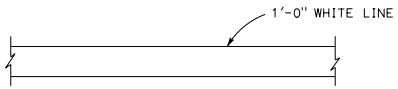


A=17 ft²

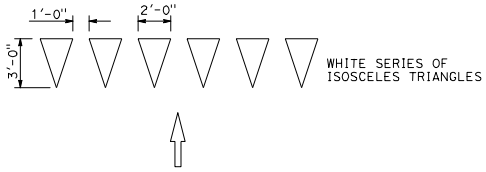
WORD MARKINGS			
ITEM	ft²	ITEM	ft²
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16



A=2 ft²
See Notes 6 and 7



LIMIT LINE (STOP LINE)



YIELD LINE

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES

NO SCALE

A24E

1-26-18

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

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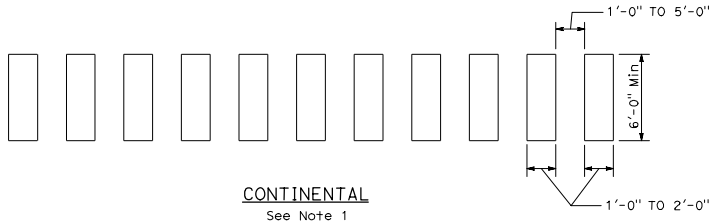
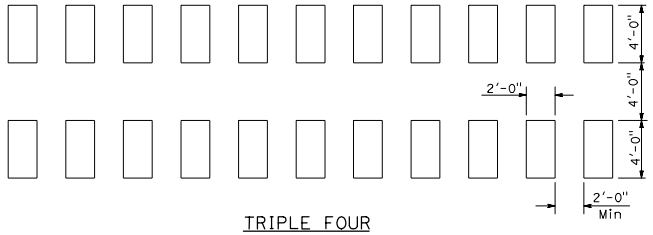
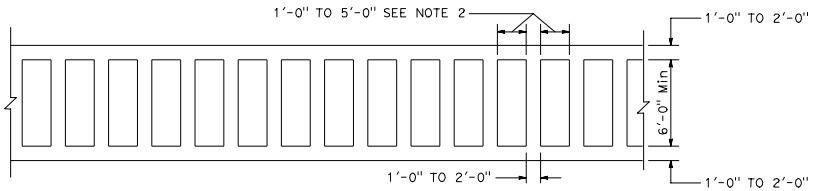


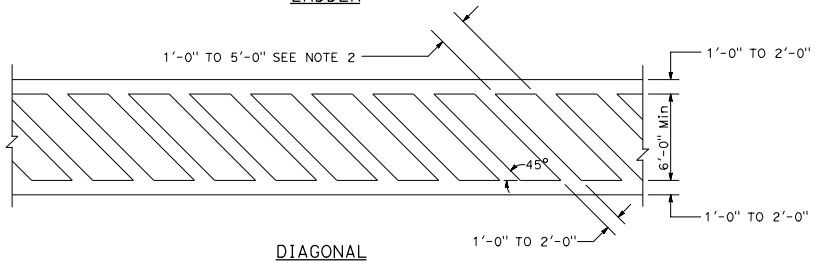
CONTINENTAL
See Note 1



TRIPLE FOUR
See Note 1



LADDER

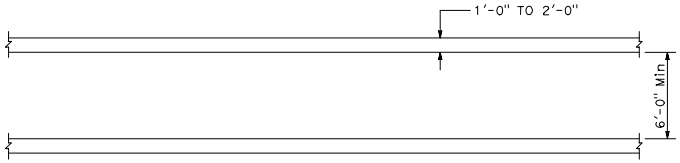


DIAGONAL

HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
CROSSWALKS

NO SCALE

A24F

2018 STANDARD PLAN A24F

1-26-18

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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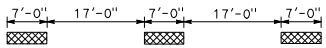
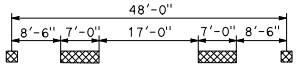
CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2

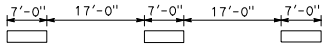


~~DETAIL 3~~ DETAIL 3 DELETED

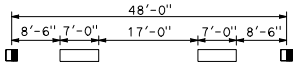
~~DETAIL 4~~ DETAIL 4 DELETED

LANELINES
(MULTILANE HIGHWAYS)

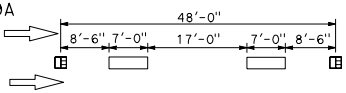
DETAIL 8



DETAIL 9



DETAIL 9A
SEE NOTE



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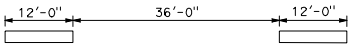
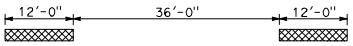
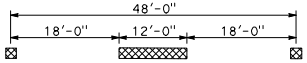
DETAIL 11



DETAIL 5



DETAIL 6



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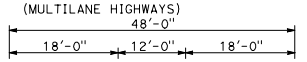
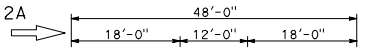
LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



DETAIL 12A
SEE NOTE



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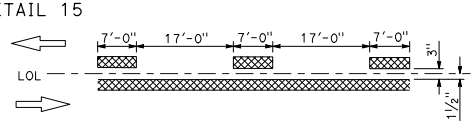
~~DETAIL 14~~ DETAIL 14 DELETED

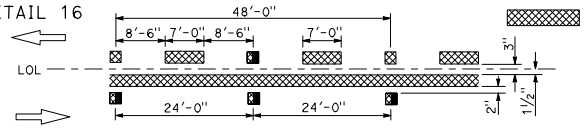
~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

DETAIL 15



DETAIL 16



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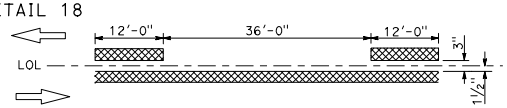
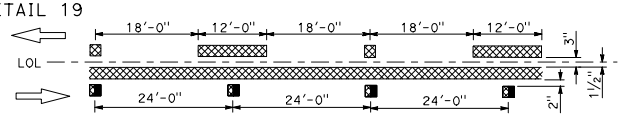
DETAIL 18



DETAIL 19

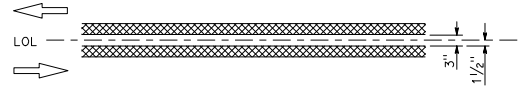


~~DETAIL 20~~ DETAIL 20 DELETED

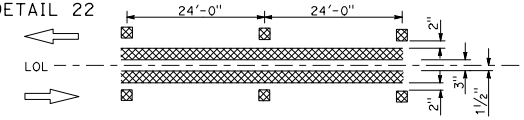
NOTE:
FOR FREEWAY APPLICATION ONLY

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

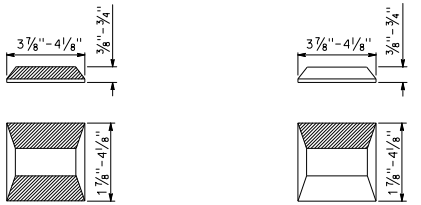
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D — TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

1-26-18

2018 STANDARD PLAN A20A

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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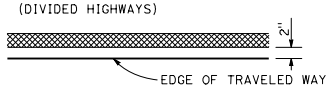
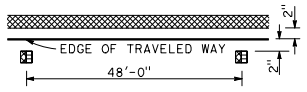
LEFT EDGELINES

(DIVIDED HIGHWAYS)

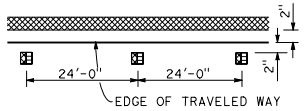
DETAIL 24



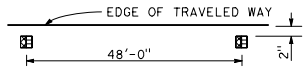
DETAIL 25



DETAIL 25A



DETAIL 26



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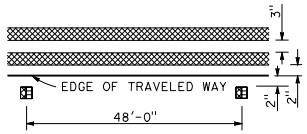
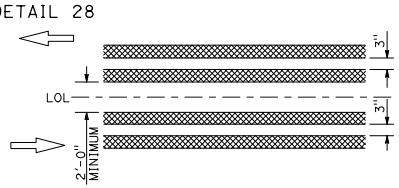
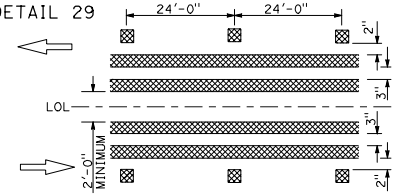


MEDIAN ISLANDS

DETAIL 28



DETAIL 29

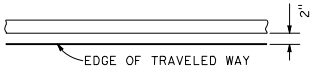


~~DETAIL 30~~ DETAIL 30 DELETED

RIGHT EDGELINES

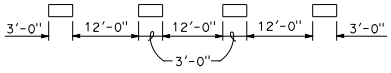
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



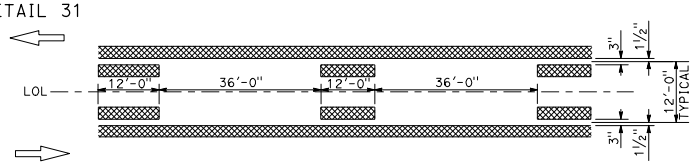
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

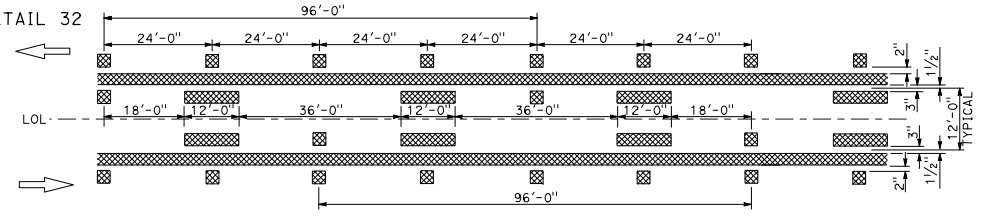


TWO-WAY LEFT TURN LANES

DETAIL 31



DETAIL 32



~~DETAIL 33~~ DETAIL 33 DELETED

LEGEND

MARKERS

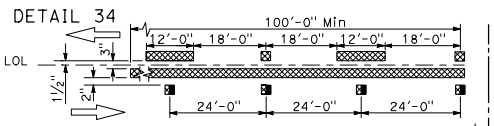
- TYPE D — TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H — ONE-WAY YELLOW RETROREFLECTIVE
- TYPE RY — RED-YELLOW RETROREFLECTIVE

LINES

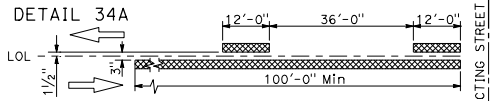
- 6" WHITE
- 6" YELLOW

INTERSECTION TREATMENTS

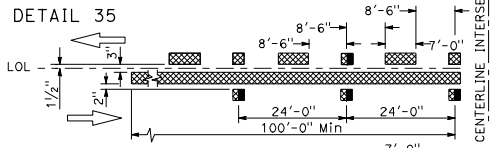
DETAIL 34



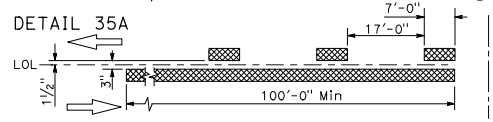
DETAIL 34A



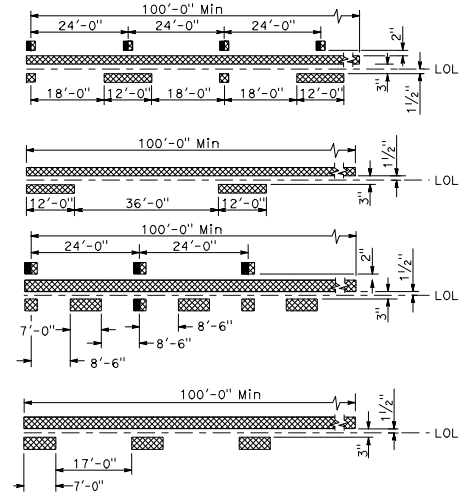
DETAIL 35



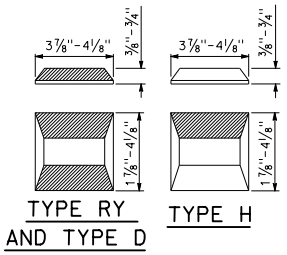
DETAIL 35A



CENTERLINE INTERSECTING STREET



MARKER DETAILS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20B

1-26-18

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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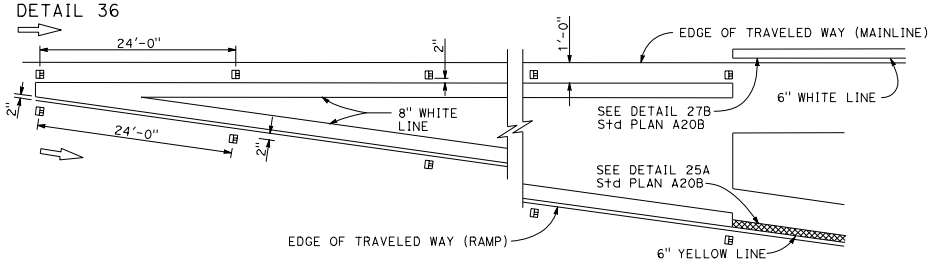
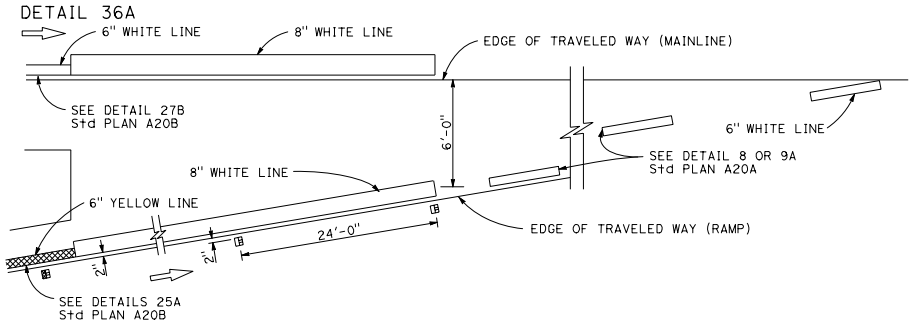
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



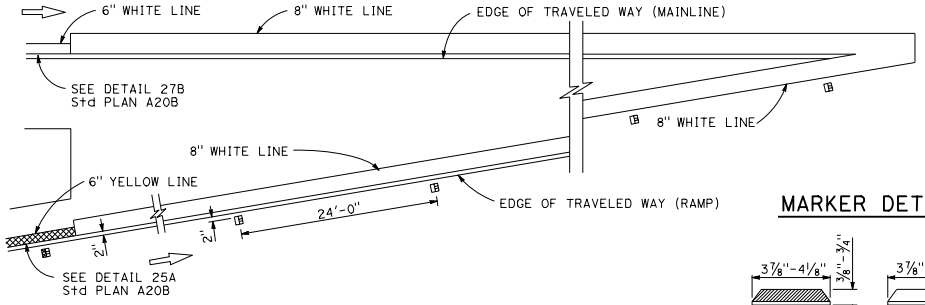
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



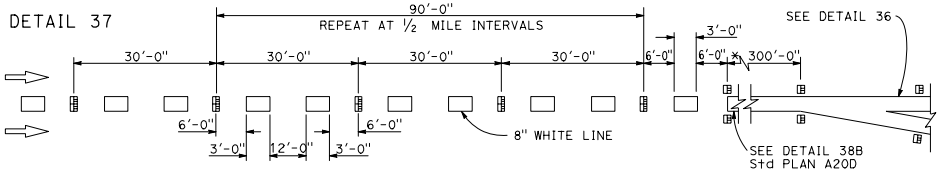
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B



LANE DROP AT EXIT RAMPS

DETAIL 37

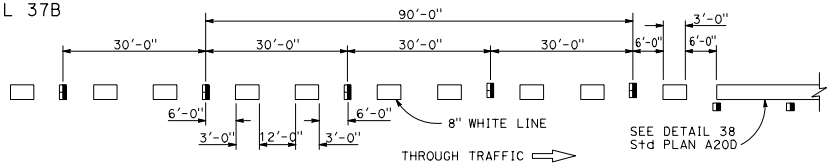


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~DETAIL 37A~~ DETAIL 37A DELETED

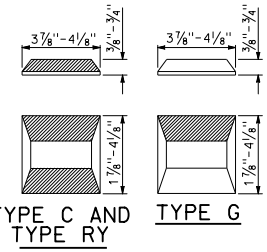
LANE DROP AT INTERSECTIONS

DETAIL 37B



~~DETAIL 37C~~ DETAIL 37C DELETED

MARKER DETAILS



LEGEND:

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

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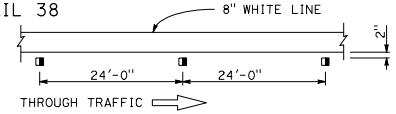
CHANNELIZING LINE

DETAIL 38



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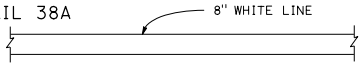
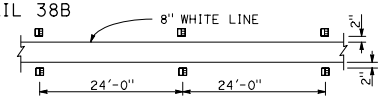


DETAIL 38B



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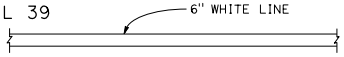
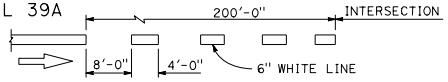
BIKE LANE LINE

DETAIL 39



INTERSECTION LINE
BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40

~~DETAIL 40A~~ DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41

~~DETAIL 41A~~ DETAIL 41A DELETED

LEGEND

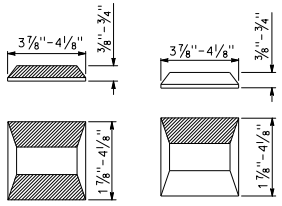
MARKERS

TYPE C RED-CLEAR RETROREFLECTIVE

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

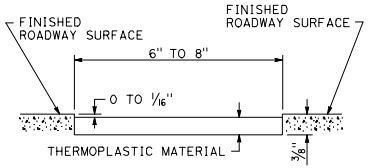
6" YELLOW LINE

MARKER DETAILS



TYPE C TYPE G

RETROREFLECTIVE FACE



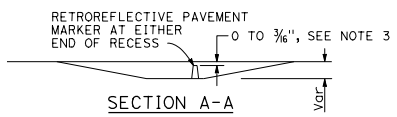
DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

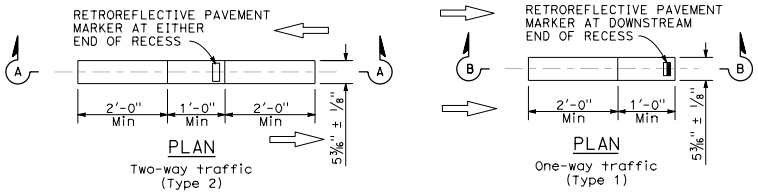
See Notes A and B.

RECESSED THERMOPLASTIC NOTES

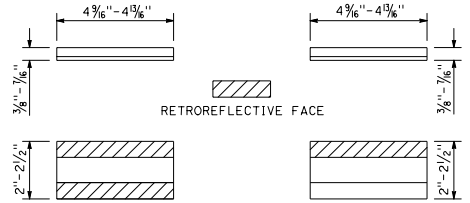
A. See typical traffic line details for pavement marking patterns.

B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.





RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20D

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2018 STANDARD PLAN A20D

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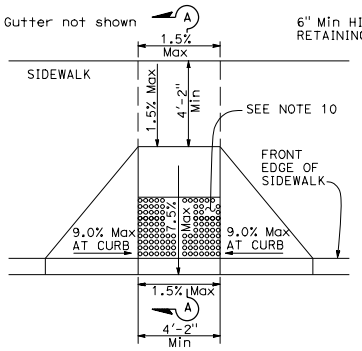
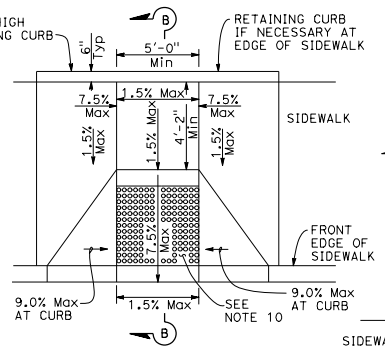
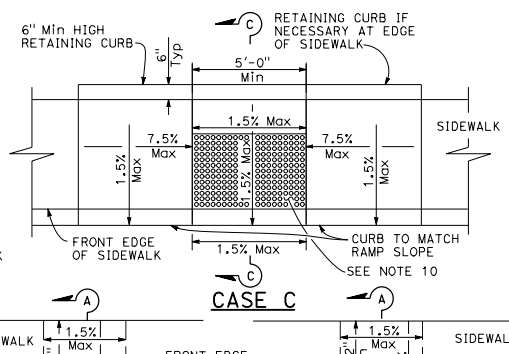


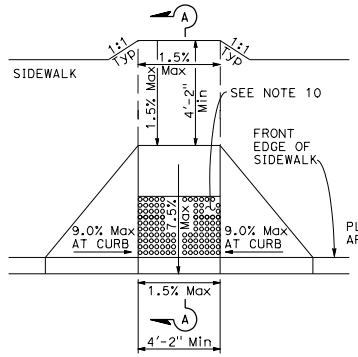
CASE A



CASE B



CASE C



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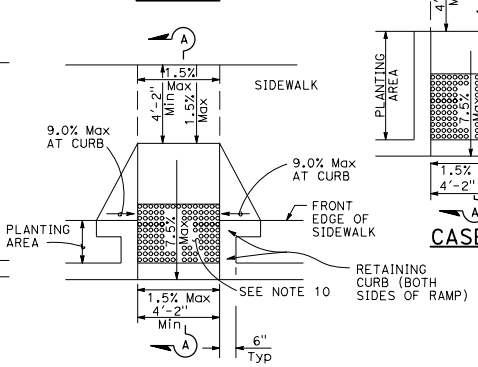

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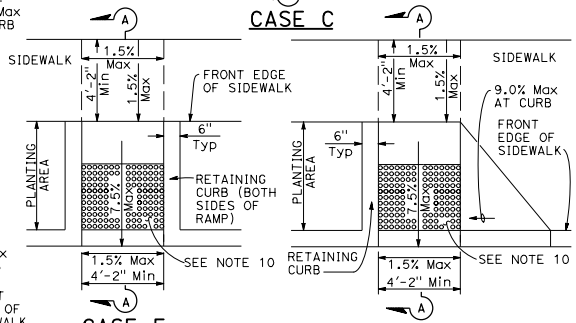
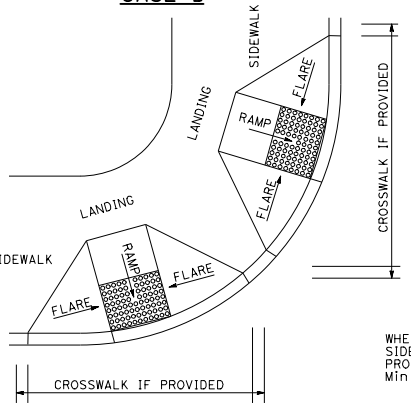


CASE F

CASE G

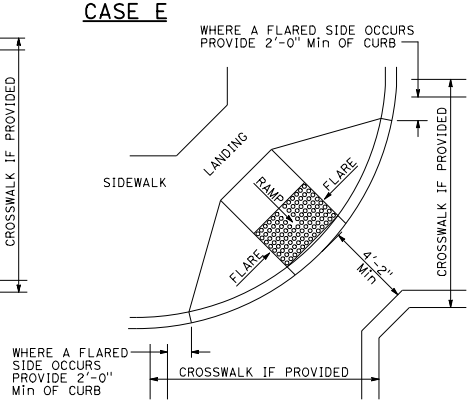
See Note 4



DETAIL A

TYPICAL TWO-RAMP CORNER INSTALLATION

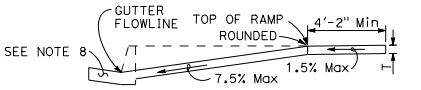
See Note 1



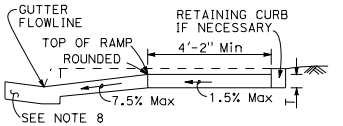
DETAIL B

TYPICAL ONE-RAMP CORNER INSTALLATION

See Notes 1 and 3

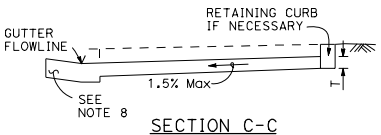


SECTION A-A

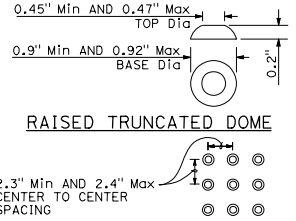


SECTION B-B

Depress entire sidewalk as required



SECTION C-C



RAISED TRUNCATED DOME PATTERN (IN-LINE)

DETECTABLE WARNING SURFACE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVAL DATE

Rebecca Lynn Mowry No. C54415 Exp. 12-31-19 CIVIL — REGISTERED PROFESSIONAL ENGINEER — STATE OF CALIFORNIA

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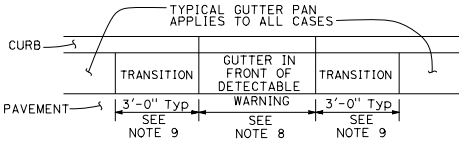
NOTES: See Note 10

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness, "T", shall be 3½" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



GUTTER PAN TRANSITION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

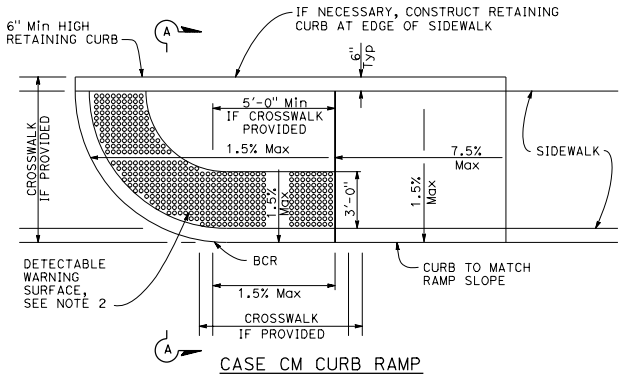
NO SCALE

A88A

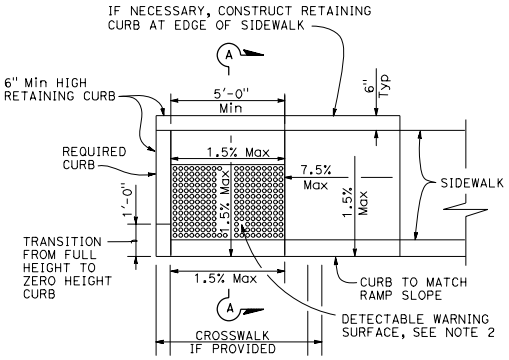
1-29-18

Return to Table of Contents

Gutter not shown



CASE CM CURB RAMP



CASE CH CURB RAMP

NOTES:

1. Sidewalk, ramp and passageway thickness, "T", shall be 3½" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

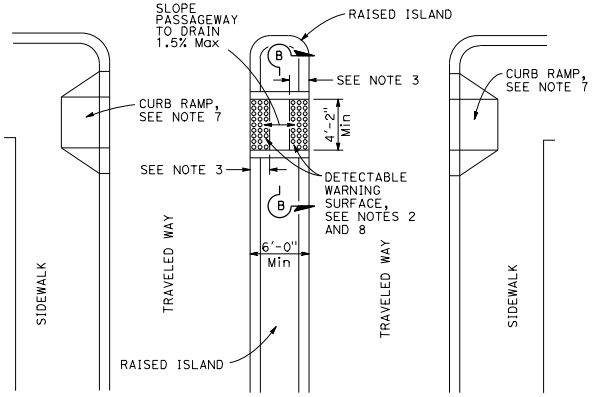
REGISTERED CIVIL ENGINEER

May 31, 2018

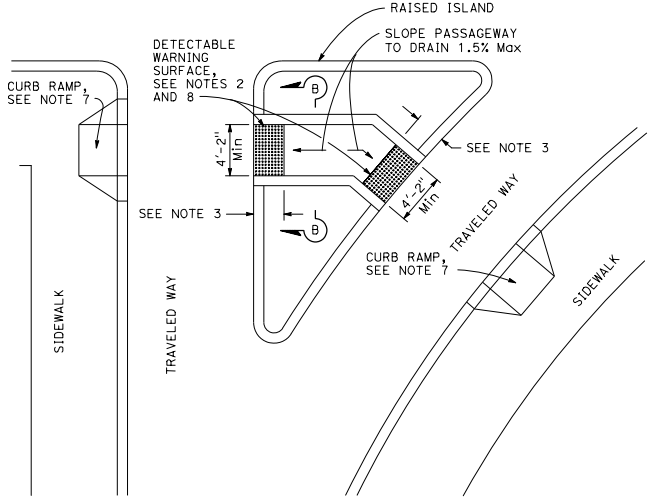
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

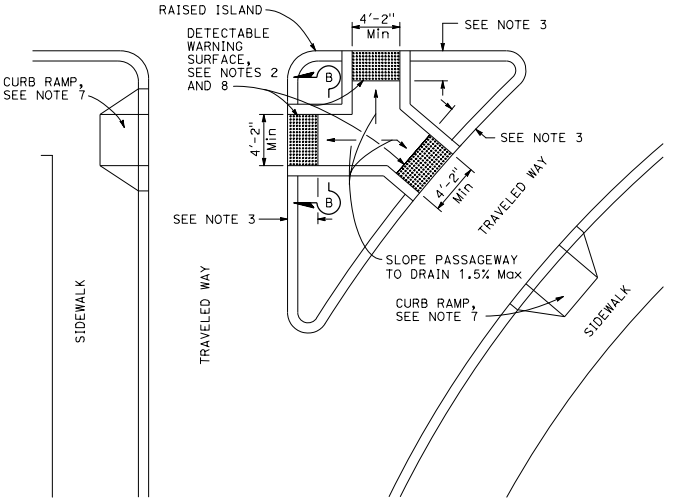
REGISTERED PROFESSIONAL ENGINEER — Rebecca Lynn Mowry — No. C54415 — Exp. 12-31-19 — CIVIL — STATE OF CALIFORNIA



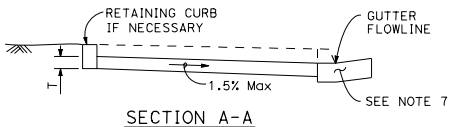
TYPE A PASSAGEWAY



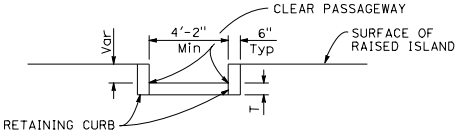
TYPE B PASSAGEWAY



TYPE C PASSAGEWAY



SECTION A-A



SECTION B-B

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP AND ISLAND PASSAGEWAY DETAILS

NO SCALE

A88B

1-29-18

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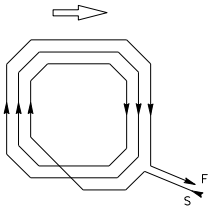
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

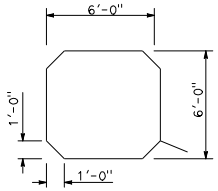
H.R.J
REGISTERED ELECTRICAL ENGINEER
May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Hamid Zolfaghari
No. E15636
Exp. 12-31-19
ELECTRICAL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

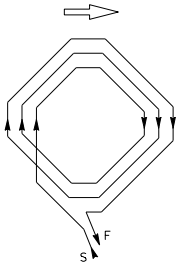


WINDING DETAIL

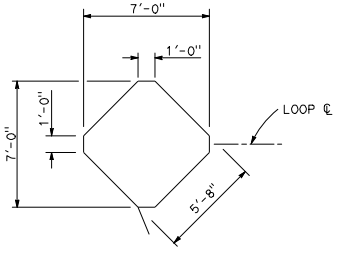


SAW CUT DETAIL

TYPE A LOOP DETECTOR CONFIGURATION

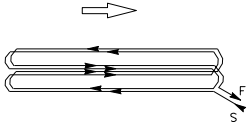


WINDING DETAIL

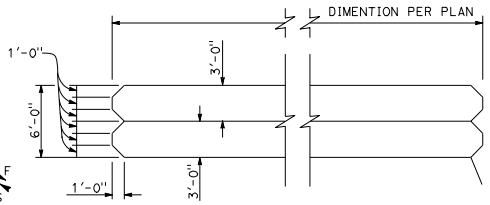


SAW CUT DETAIL

TYPE B LOOP DETECTOR CONFIGURATION

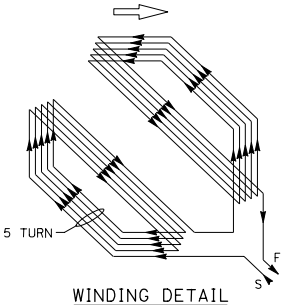


WINDING DETAIL

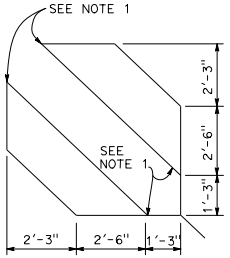


SAW CUT DETAIL

TYPE C LOOP DETECTOR CONFIGURATION

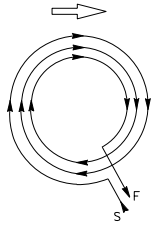


WINDING DETAIL

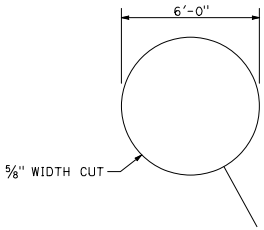


SAW CUT DETAIL

TYPE D LOOP DETECTOR CONFIGURATION

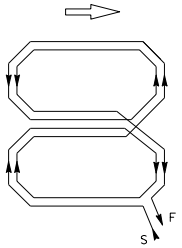


WINDING DETAIL

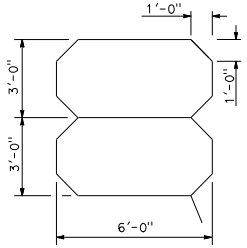


SAW CUT DETAIL

TYPE E LOOP DETECTOR CONFIGURATION



WINDING DETAIL

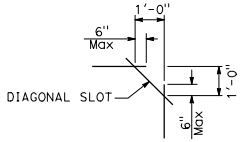


SAW CUT DETAIL

TYPE Q LOOP DETECTOR CONFIGURATION

NOTES:

1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, and E installation in single lane.
3. Use Type D loops for limit line detection and bicycle lanes.



PLAN VIEW OF DIAGONAL SLOT AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (DETECTORS)

NO SCALE

ES-5B

1-30-18

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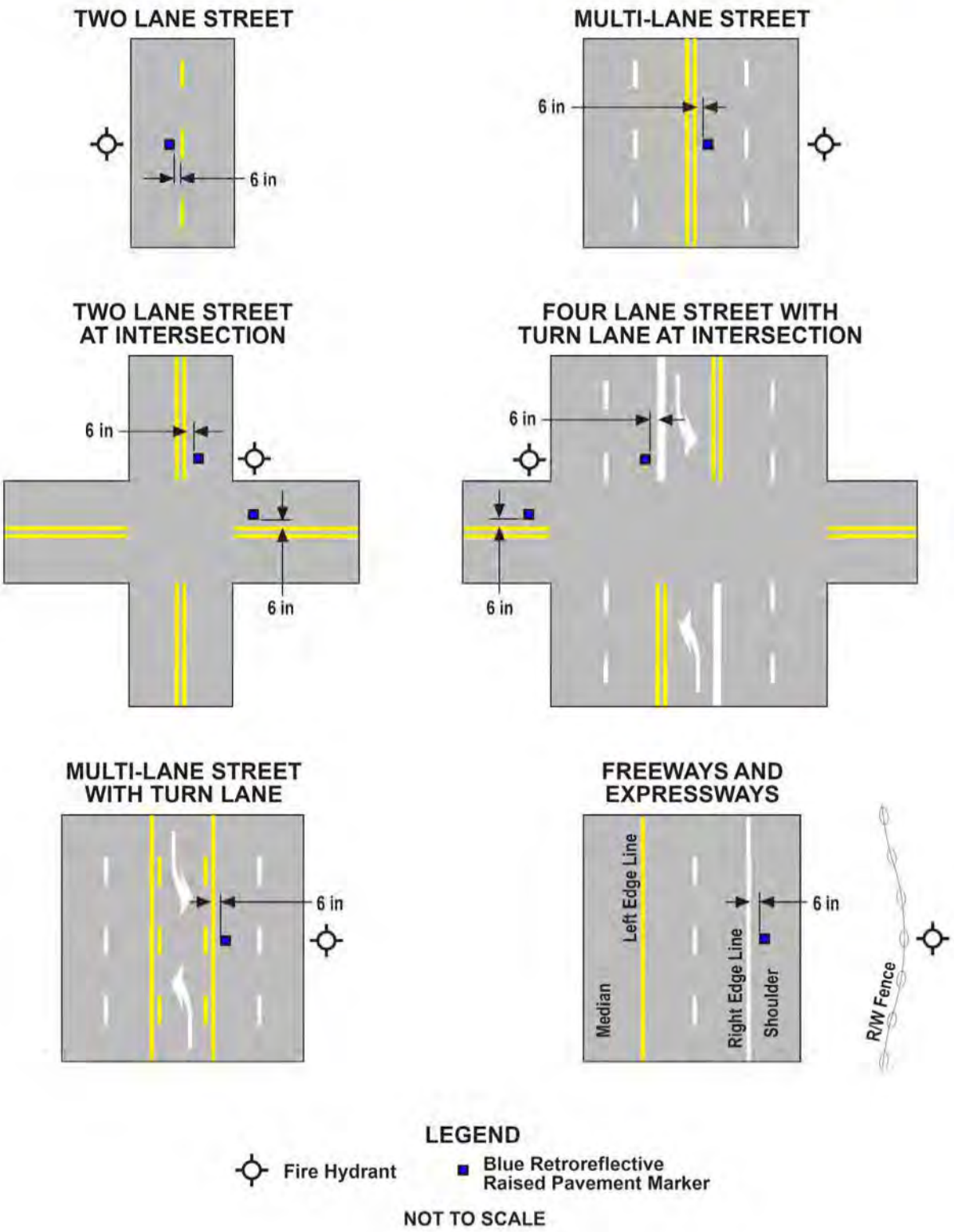
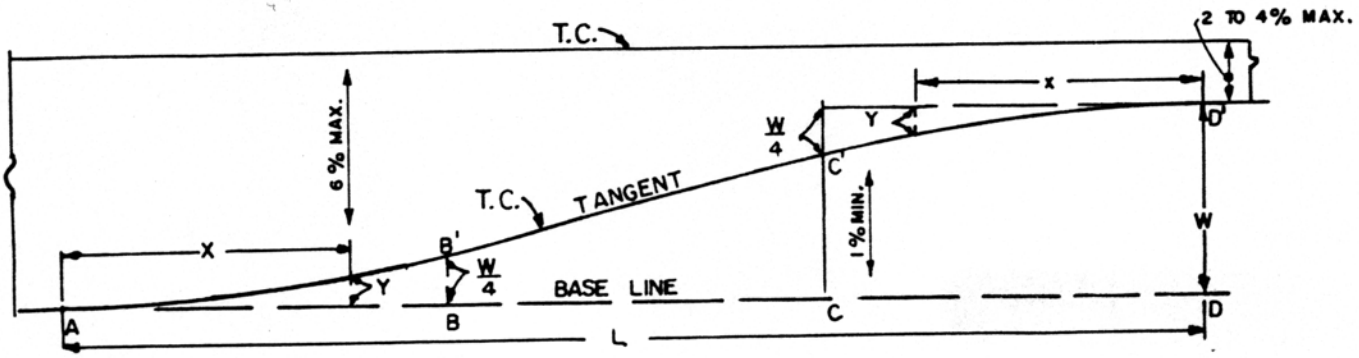
Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers





W = Width of left turn pocket

L = Length of taper

$AB = BC = CD = \frac{L}{3}$

AB' and C'D' are parabolic curves except on curved alignments

X = Distance from point "A" along base line

$Y = \text{Offset from base line} = 2.25 W X^2/L^2$

SINGLE LEFT TURN POCKET

L=90' W=10'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'
Y	0.00'	0.28'	1.11'	2.50'	4.17'	5.83'	7.50'	8.89'	9.72'	10.00'

L=60'* W=10'

X	0'	10'	20'	30'	40'	50'	60'
Y	0.00'	0.62'	2.50'	5.00'	7.50'	9.38'	10.00'

DOUBLE LEFT TURN POCKET

L=150' W=20'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'	100'	110'	120'	130'	140'	150'
Y	0.00'	0.20'	0.80'	1.80'	3.20'	5.00'	7.00'	9.00'	11.00'	13.00'	15.00'	16.80'	18.20'	19.20'	19.80'	20.00'

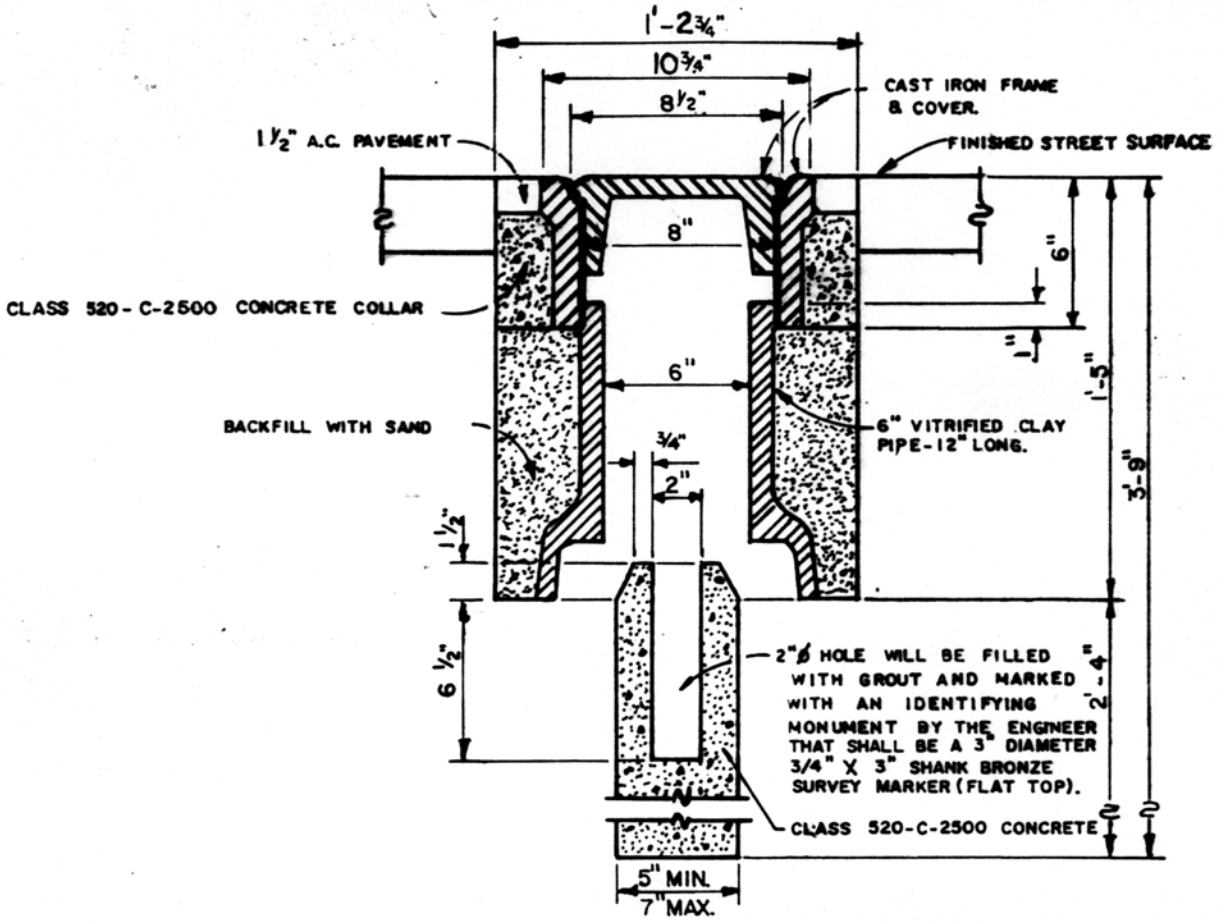
NOTE:

In the case when the base line is curved the offsets are calculated by assuming the base line to be a tangent they are then applied to the curved base line. AB' and C'D' are no longer parabolic and BC is no longer a tangent.

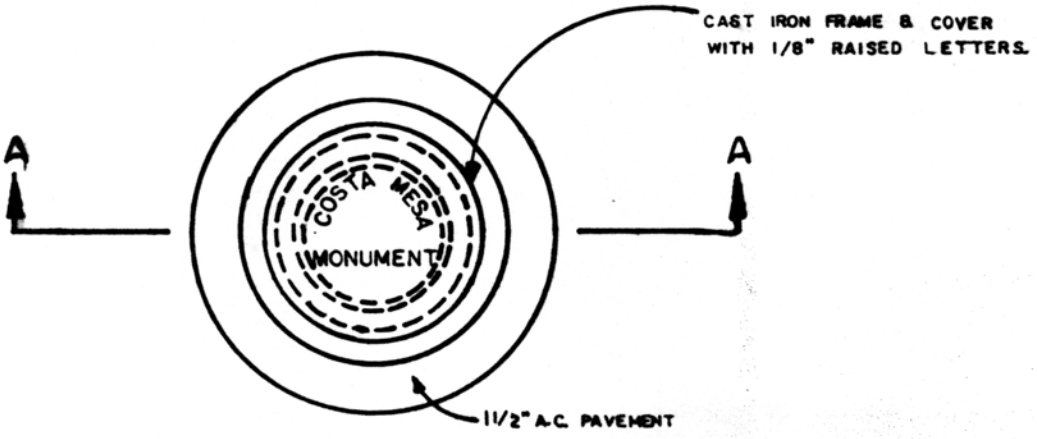
* Use 60' transition when insufficient distance is available for 90' transition or where approved by the Engineer.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	PARABOLIC MEDIAN CURB TRANSITION APPROVED BD Mattern DATE: 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN: C.P.R. SCALE: NONE STD. DWG NO. 116

REV.:

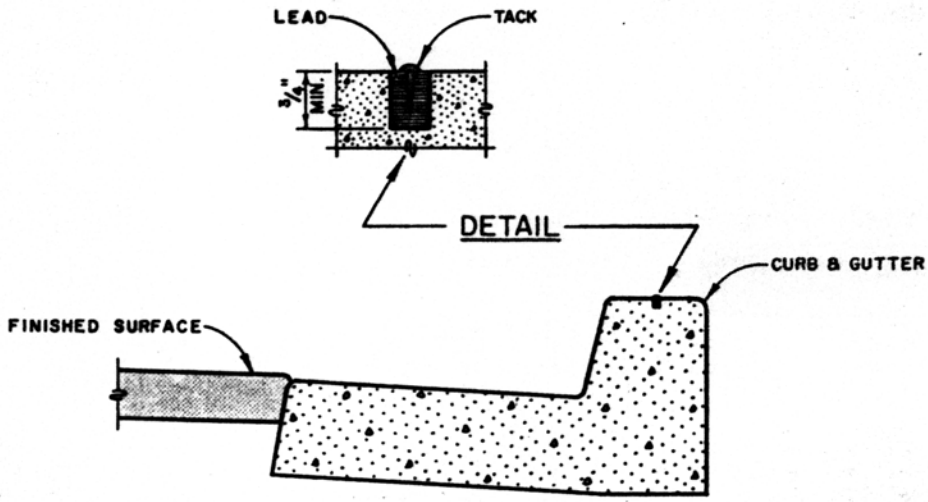


SECTION A-A

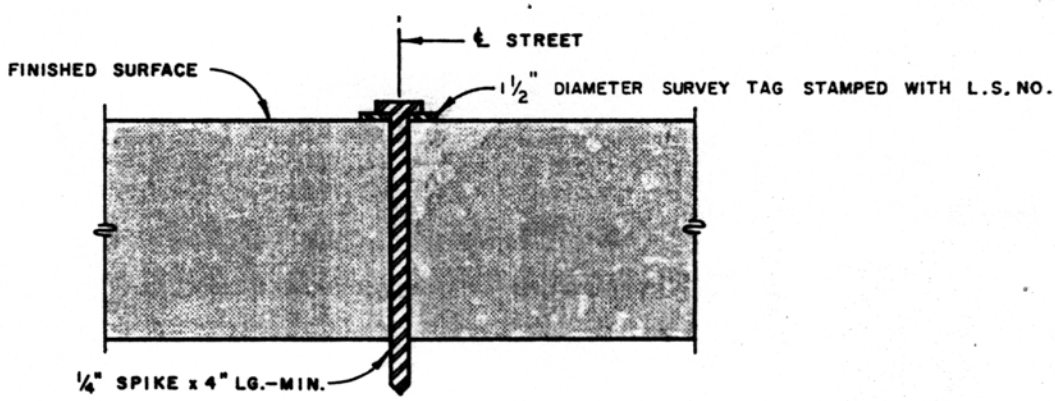


PLAN

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	SURVEY MONUMENT TYPE "A" APPROVED B D Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN C.P.R. SCALE NONE STD. DWG. 596 613



SECTION



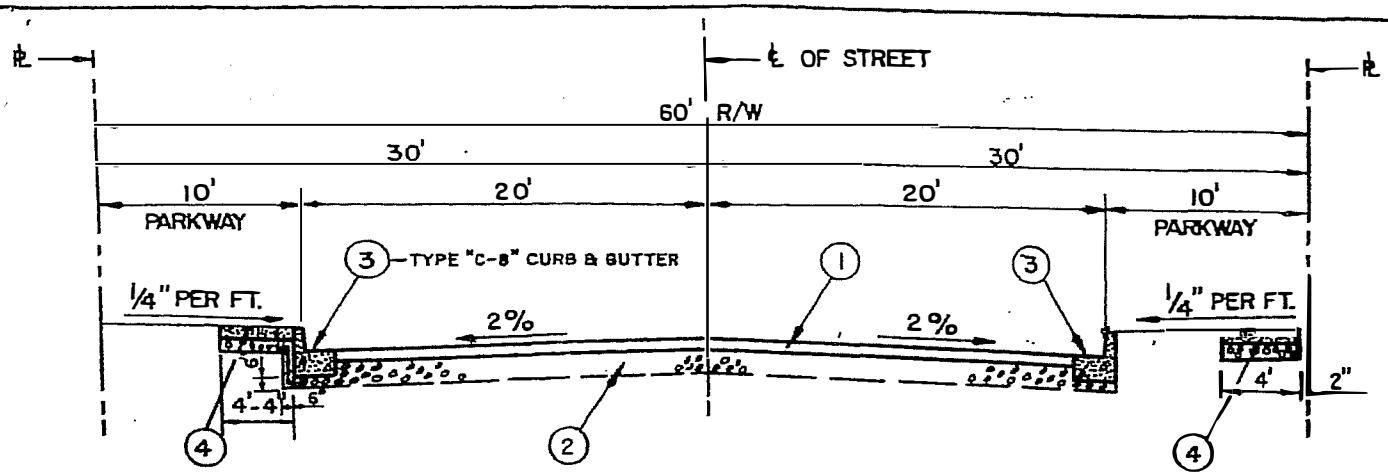
SECTION

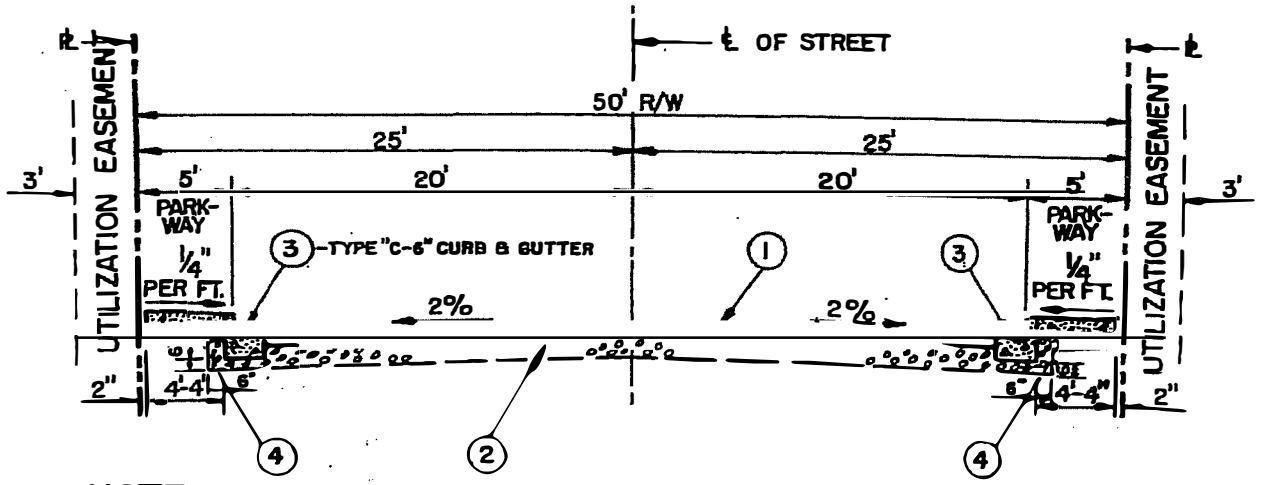
NOTES:

1. ALL TIE POINTS SHALL BE LEAD & TACK. LEAD SHALL BE A MIN. OF 3/4" DEEP AND TACKS SHALL BE MADE OF BRASS.
2. ALL INTERSECTION & CENTER LINE CONTROL POINTS SHALL BE SPIKE & WASHER.
3. ALL CONTROL POINTS SHALL HAVE A MIN. OF 4 TIES, WITH TIES PLACED SUCH THAT A PROPER ANGLE IS OBTAINED FROM THE TIE TO THE CONTROL POINT AS DETERMINED BY THE CITY ENGINEER.
4. RECORD CENTER LINE TIE DATA ON TIE SHEET AVAILABLE AT THE CITY OF COSTA MESA, ENGINEERING DIVISION.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	SURVEY CENTER LINE TIES	DRAWN W.A.B. SCALE NONE
	APPROVED BD Mattern DATE 12/13/05 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 615

REV.





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

NOTES:

(1) ASPHALTIC CONCRETE PAVEMENT (4" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.

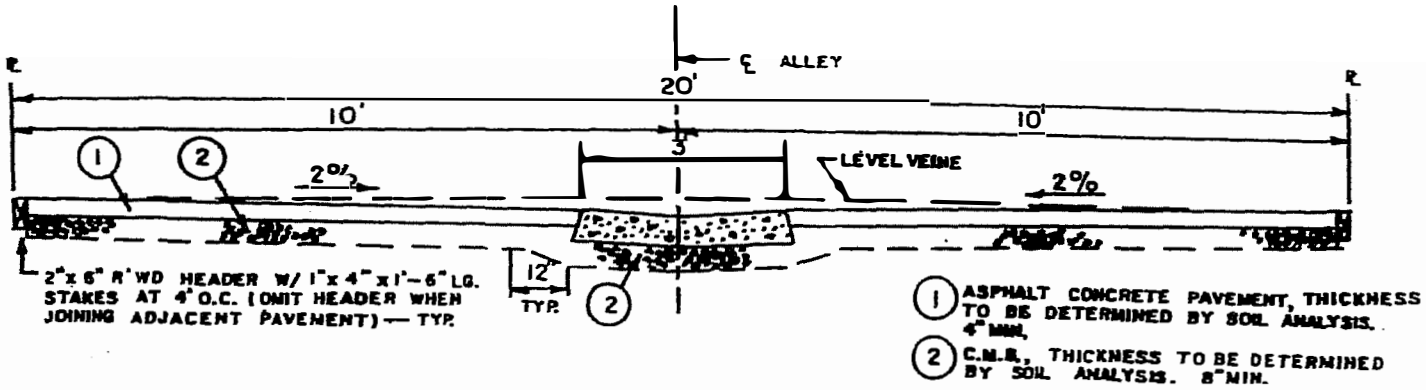
(2) CRUSHED AGGREGATE BASE (8" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.

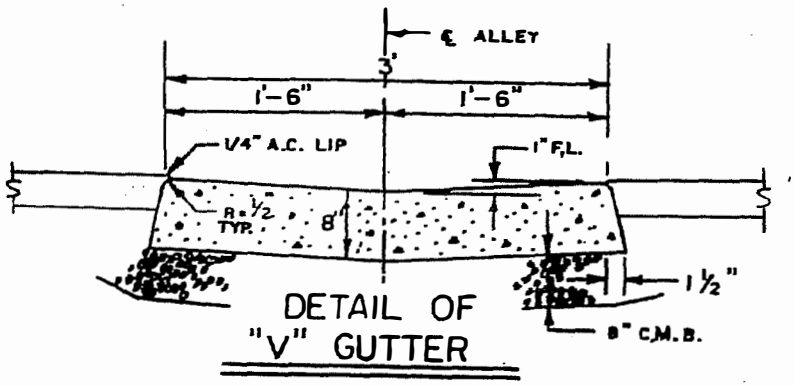
(3) TYPE "C-8" OR "C-6" CURB AND GUTTER PER STD. DWG. NO. 312.

(4) 4" P.C.C. SIDEWALK PER STD. DWG. NO. 411.

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

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	TYPICAL SECTION 60' & 50' RESIDENTIAL STREETS APPROVED B D Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN J.C.B. SCALE NONE STD. DWG. NO. 114 598



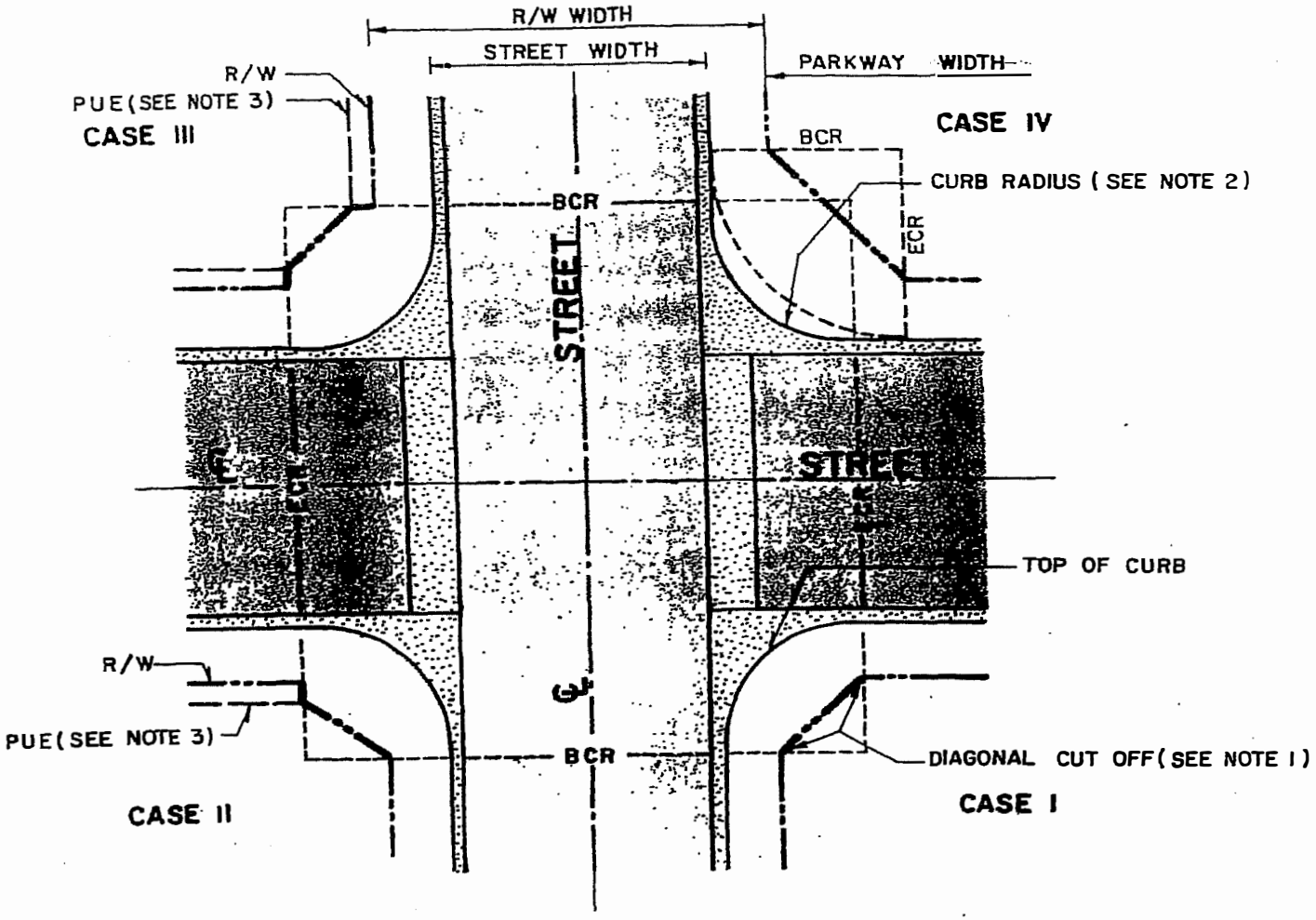


DETAIL OF "V" GUTTER

NOTES:

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

CITY OF COSTA MESA CALIFORNIA ENGINEERING DEPARTMENT	TYPICAL SECTION ALLEY AND "V" GUTTER	DRAWN B.T.M. SCALE NONE
	APPROVED B D Mattern 1/21/88 BRUCE D. MATTERN RCE 19388 DATE	STD. DWG. NO. 118



PLAN

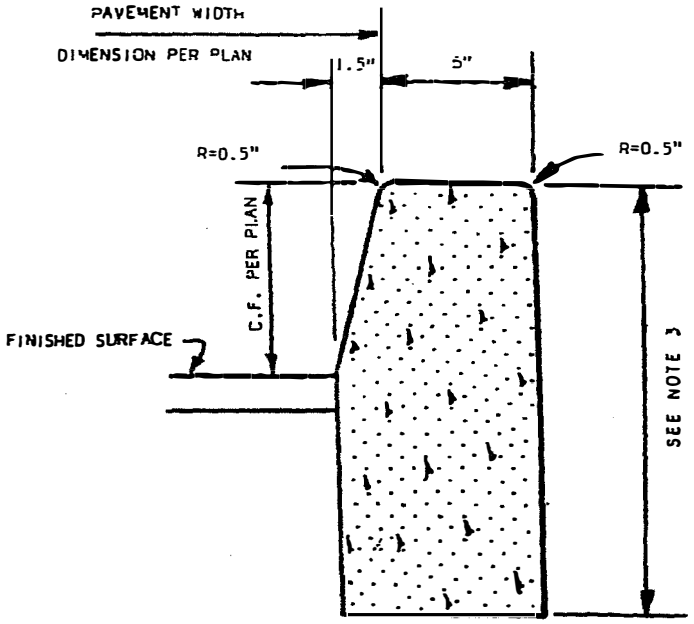
PARKWAY WIDTHS:

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

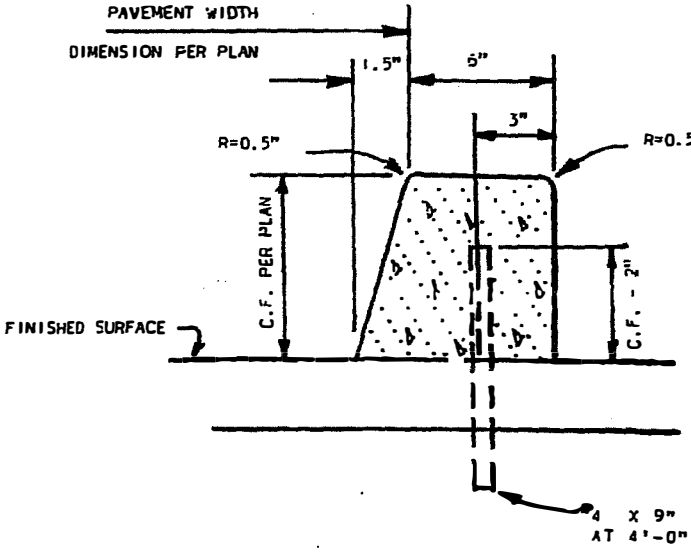
NOTES:

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

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	CURB RETURN RADII AND PROPERTY LINE DIAGONAL CUT-OFF	DRAWN F.S. SCALE NONE
	APPROVED BD Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 214



TYPE "A" CURB



TYPE "B" CURB

NOTES

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" x 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DWG. NO. 314.

2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.

3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND H SHALL BE PER PLAN.

4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.

5. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2 .

REVISED 4-16-86

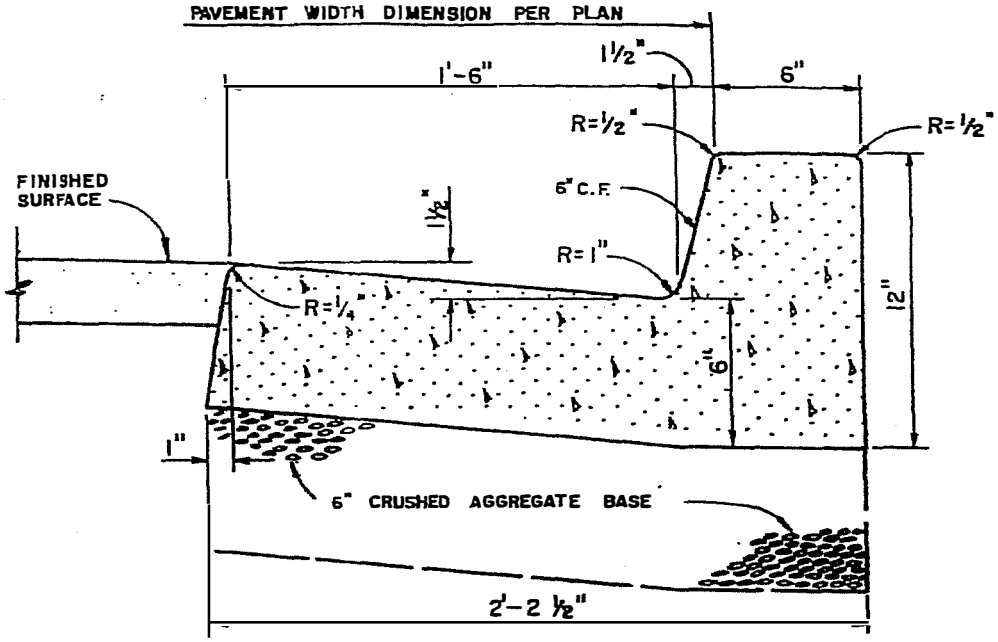
CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

TYPES "A" & "B" CURBS

DRAWN DWL
SCALE NONE

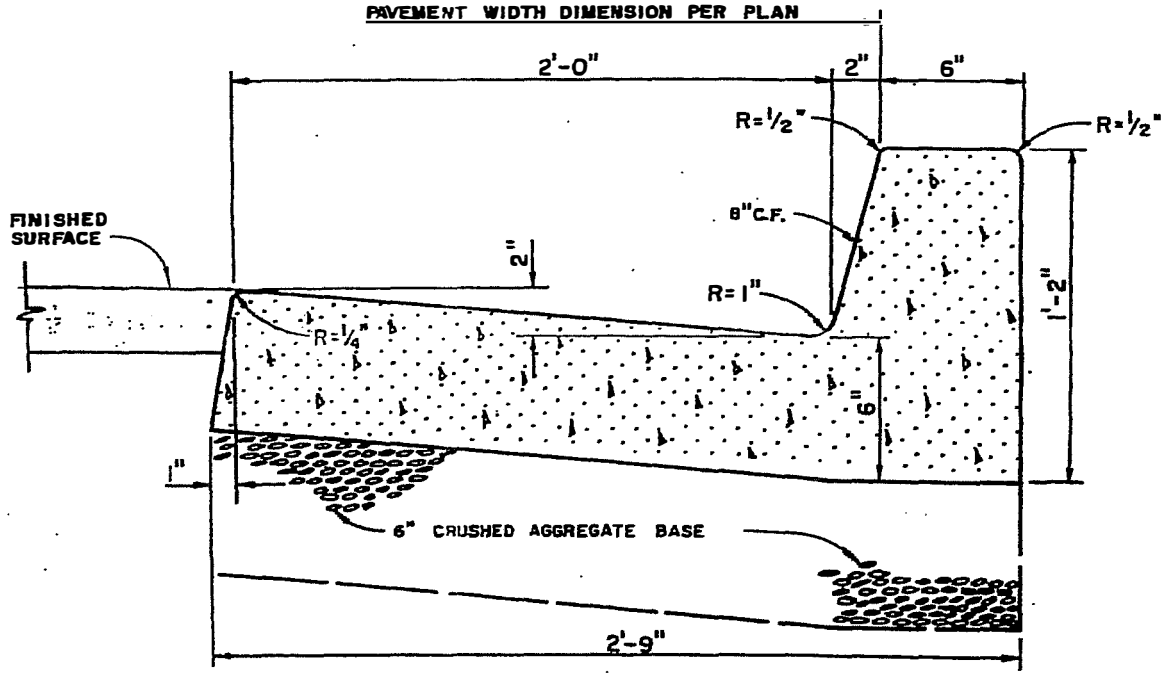
APPROVED BRUCE MATTSON R.C.E. 14588 DATE 4/23/86

STD. DRWG. NO. 311



CONC. PER LIN. FT. = 0.05054 CU. YDS.
1 CU. YD. = 19.7863 LIN. FT.

TYPE "C-6" CURB & GUTTER



CONC. PER LIN. FT. = 0.0645 CU. YDS.
1 CU. YD. = 15.50 LIN. FT.

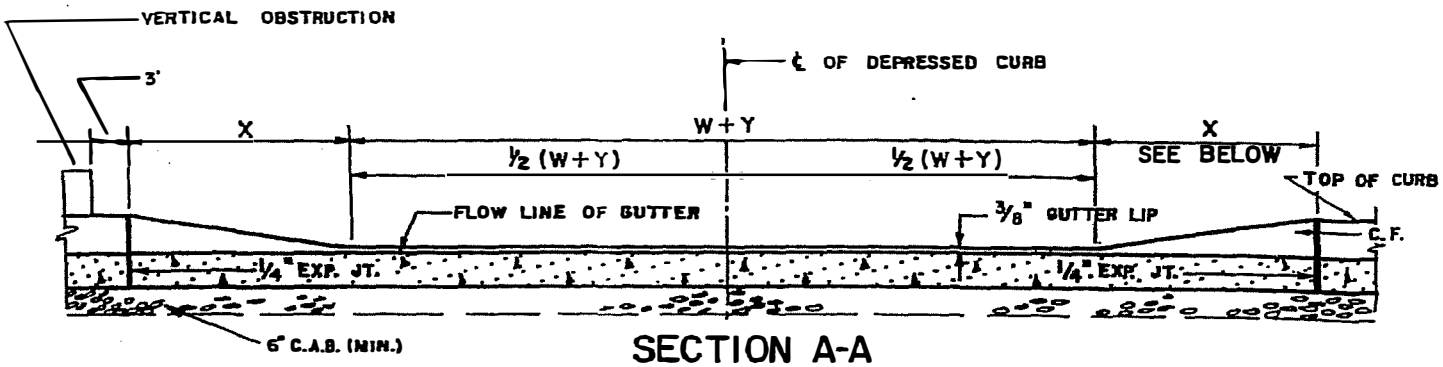
TYPE "C-8" CURB & GUTTER

NOTES:

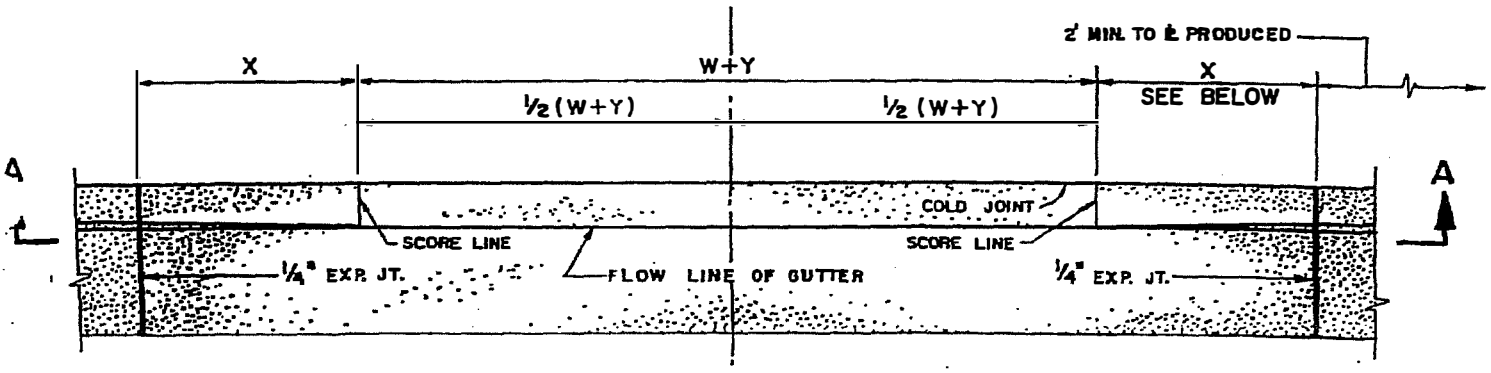
1. ¼" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL B.C.R.'S E.C.R.'S AND 1/8"X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS, SEE STD. DWG. NO. 314.
2. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
3. SUBGRADE RELATIVE COMPACTION SHALL NOT BE LESS THAN 90%.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	TYPE "C" CURB & GUTTER	DRAWN M.K.S. SCALE NONE
	APPROVED BD Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 312

REV.



SECTION A-A



PLAN

NOTES:

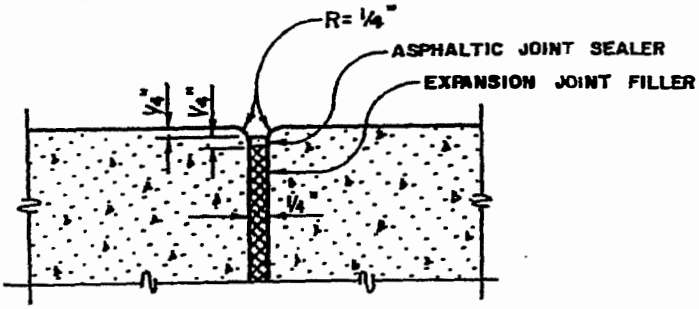
1. FOR CURB AND GUTTER DETAILS, SEE STD. DWG. NO. 312.
2. FOR JOINT DETAILS, SEE STD. DWG. NO. 314.
3. CONCRETE TO BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2
4. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY TRANSPORTATION SERVICES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

DIMENSIONS:

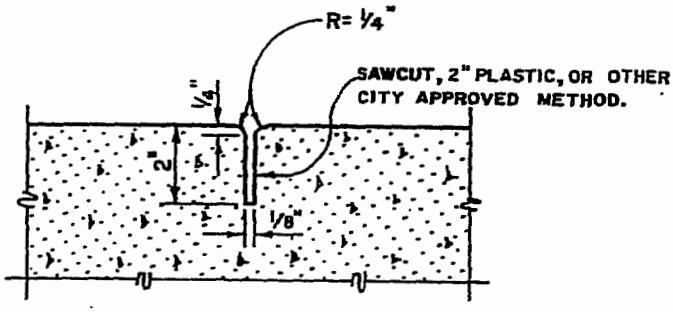
W = 10' MIN.–16' MAX. FOR RESIDENTIAL DRIVEWAYS IN R-1 ZONE. Y = 0.
W = 16' MIN.–26' MAX. FOR OTHER DRIVEWAYS.
X = 4' FOR 6" CURB FACE.
X = 5' FOR 8" CURB FACE.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	DEPRESSED CURB FOR DRIVEWAY APPROACH APPROVED BDMattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN M.K.S. SCALE NONE STD. DWG. NO. 313

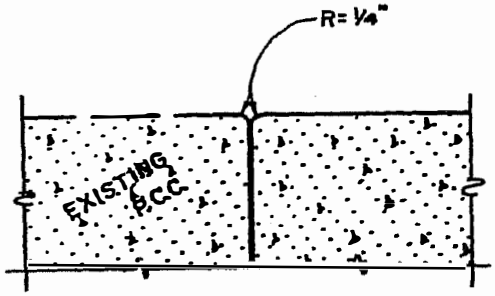
REV.



1/4" EXPANSION JOINT
40' INTERVALS



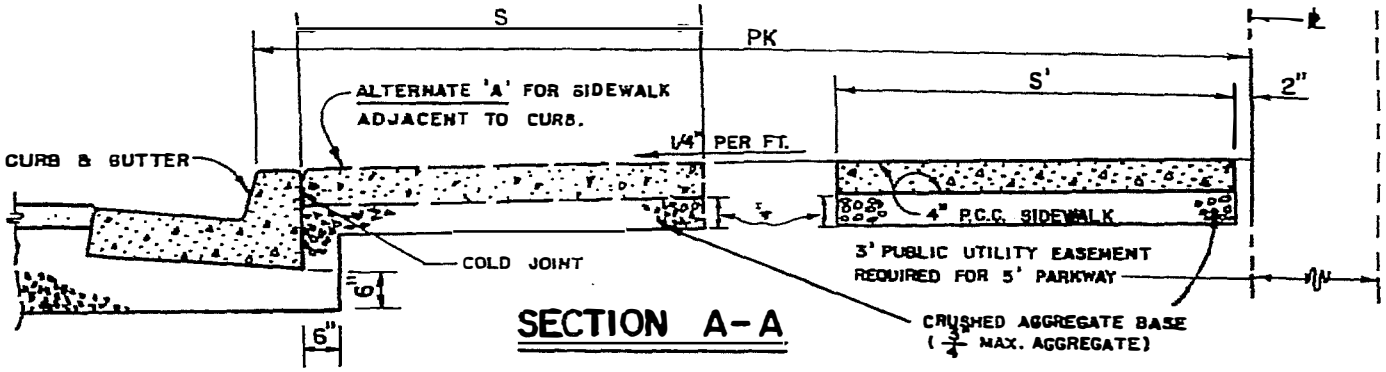
1/8" x 2" WEAKENED PLANE JOINT
10' INTERVALS



CONSTRUCTION JOINT

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	JOINT DETAILS APPROVED BD Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN M.K.S. SCALE NONE STD. DWG. NO. 314

REV.



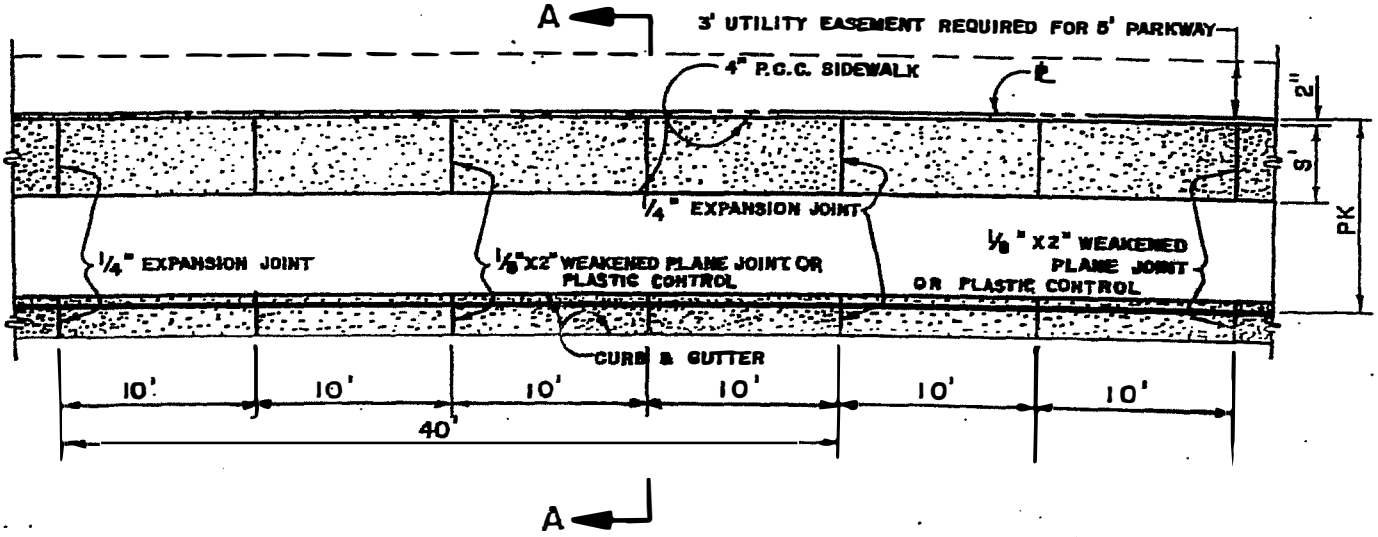
SECTION A-A

DIMENSIONS:

PK = PARKWAY WIDTH
S = SIDEWALK WIDTH

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

S' = 4'-0"



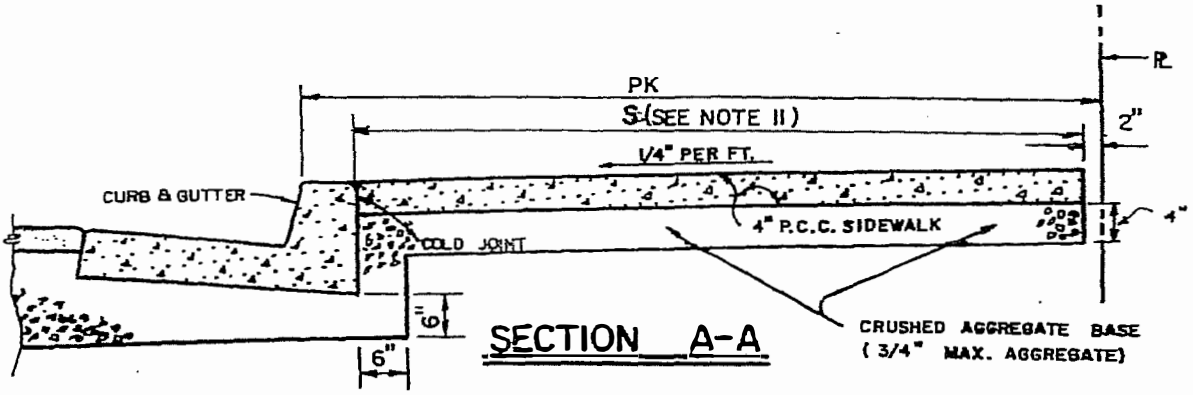
PLAN

NOTES:

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

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	STANDARD SIDEWALK DETAILS	DRAWN: W.A.B. SCALE: NONE
	APPROVED BD Mattern DATE 12/12/85 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 411

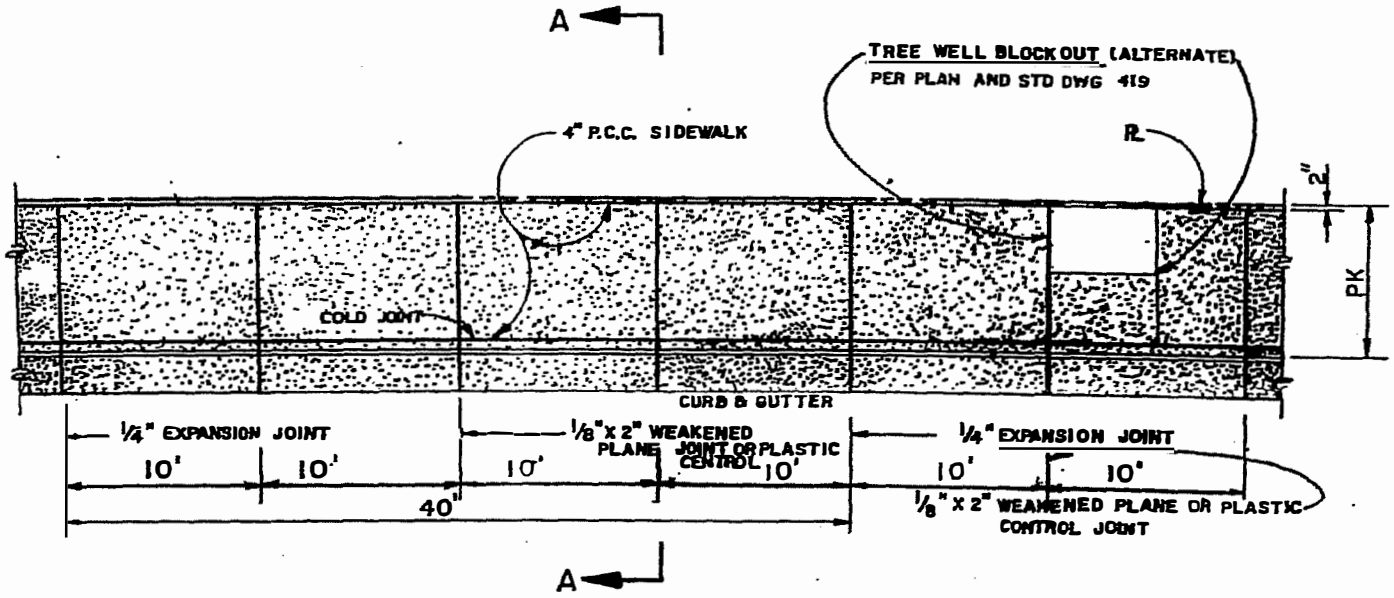
REV. 6-9-75 DB



SECTION A-A

DIMENSIONS:

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



PLAN

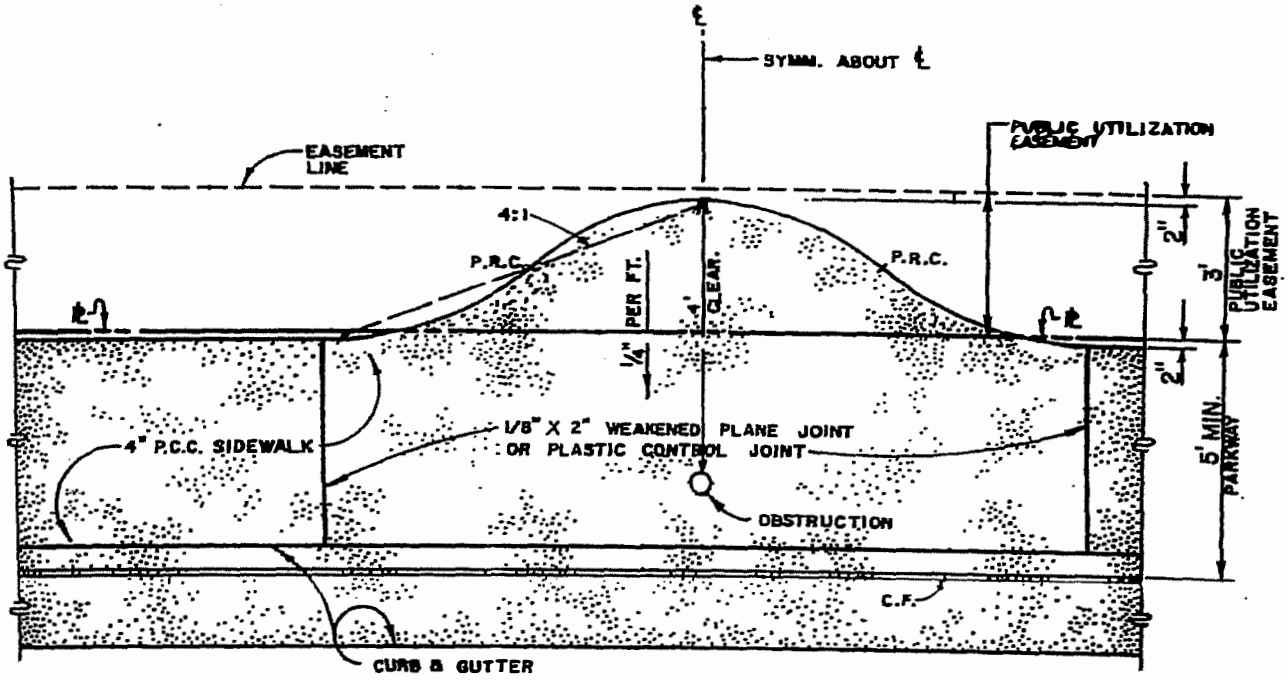
NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520 C 2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
7. TREE WELL BLOCKOUTS TO BE CONSTRUCTED W/ LOCATION & SPACING PER PLAN.
8. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED IF JOINING EXISTING IMPROVEMENTS.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.
10. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
11. SIDEWALK WIDTH(S) SHALL BE PER STD. DWG. NO. 411.

REV. 6-25-80 H.R.
REV. 2-2-79 CMG
REV. 3-23-78
REV. 5-12-77
REV. 12-23-75

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICE DEPARTMENT	COMMERCIAL SIDEWALK DETAILS	DRAWN W.A.B. SCALE NONE
	APPROVED BRUCE D. MATTERN R.C.E. 19388 DATE	STD. DWG. NO. 412

REV.



PLAN

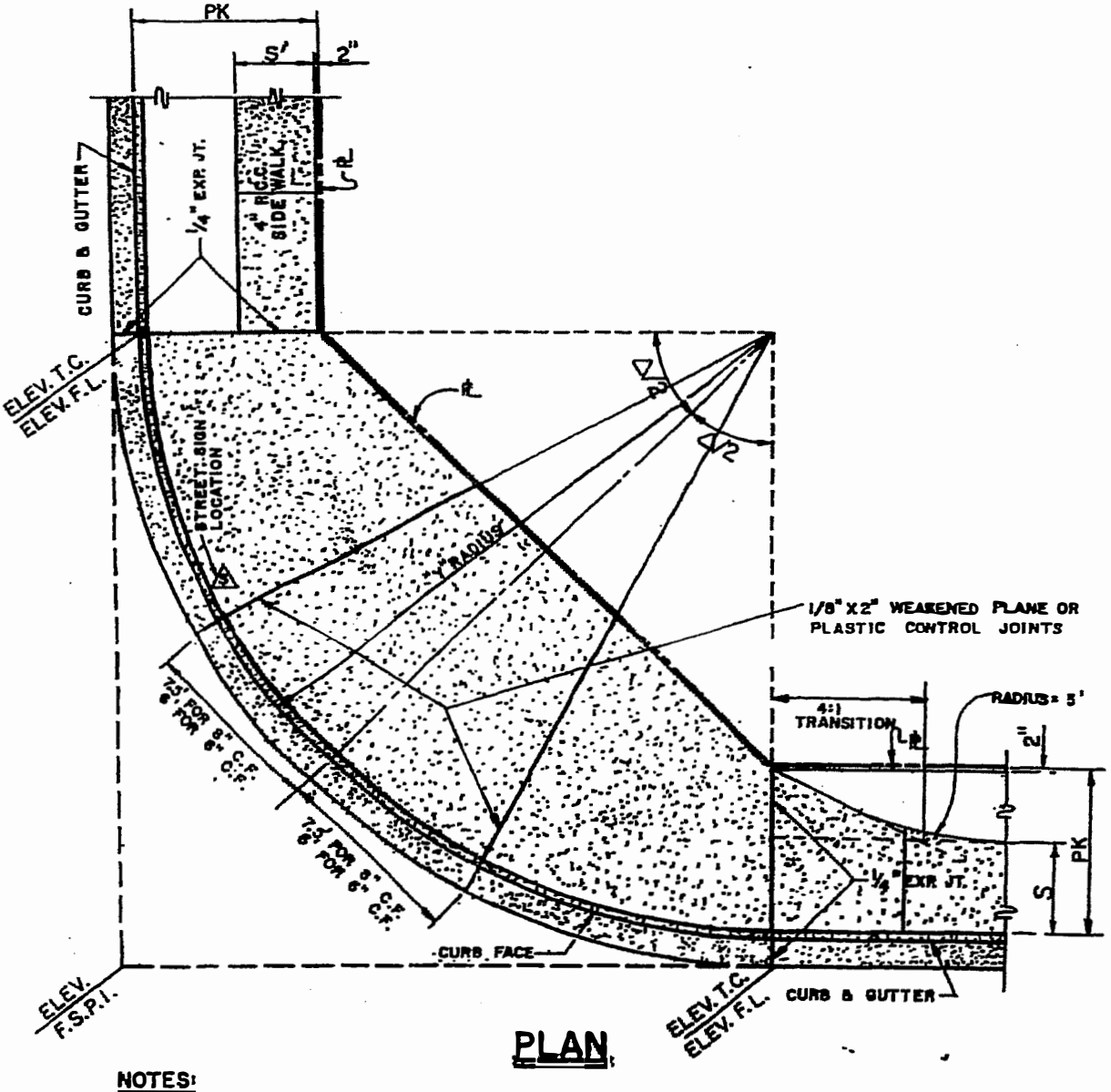
NOTES:

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

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	SIDEWALK OBSTRUCTIONS FLARE	DRAWN W.A.B. SCALE NONE
	APPROVED [redacted] DATE [redacted] BRUCE D. MATYEAN R.C.E. 19388	STD. DWG. NO. 413

DIMENSIONS:

PK = PARKWAY WIDTH
S = SIDEWALK WIDTH SEE NOTE 7
50' R/W — PK=5'
60' R/W — PK=10'
84' R/W — PK=7'
106' R/W — PK=7'
120' R/W — PK=8'
"Y" — RADIUS VARIES (25' OR 35')
5' = 4'—0"

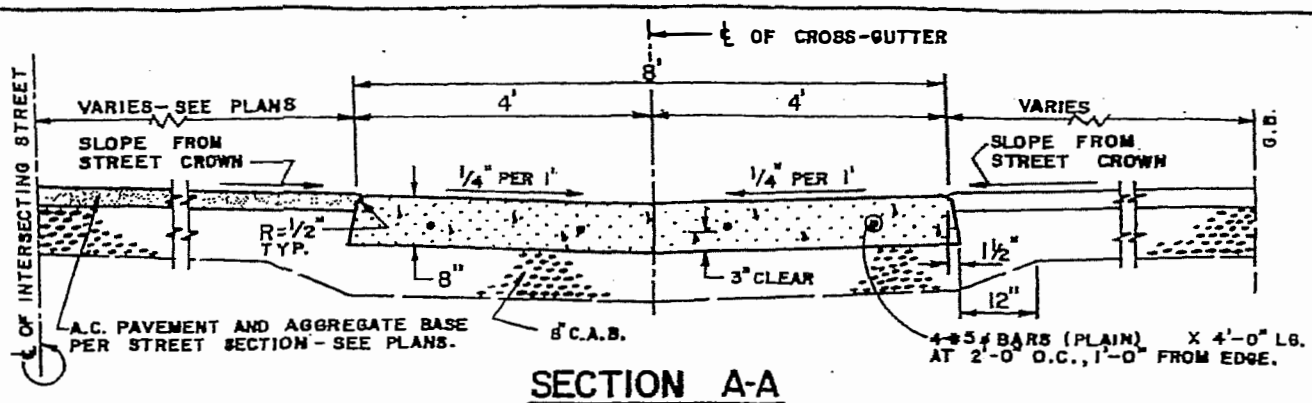


PLAN

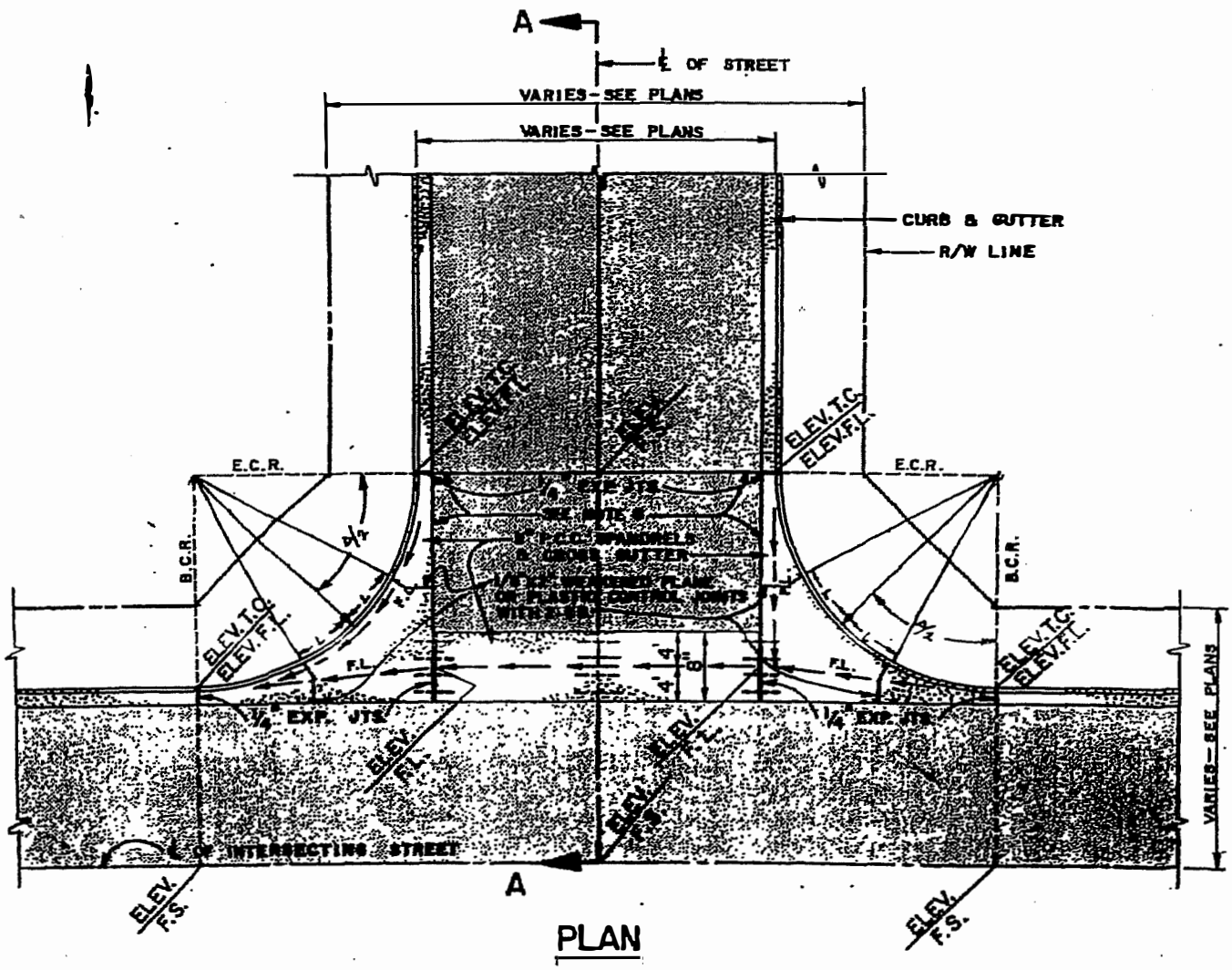
NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT END OF CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED SO AS NOT TO EXCEED 10' O.C. AT R.
3. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
4. CONCRETE SHALL BE PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2, CLASS 520C-2500
5. ALL ELEVATIONS PER PLAN. FOR CROSS GUTTERS F.L.P.I. PER STD. DWG. NO. 415 SHALL BE SHOWN ON PLAN.
6. FOR STREET RADIUS DATA, SEE STD. DWG. NO. 214.
7. SEE STD. DWG. NO. 411, 412 AND 415 FOR BASE AND SIDEWALK REQUIREMENTS.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	STANDARD SIDEWALK RETURN APPROVED [redacted] DATE [redacted]	DRAWN W.A.B. SCALE NONE STD. DWG. NO. 412608



SECTION A-A

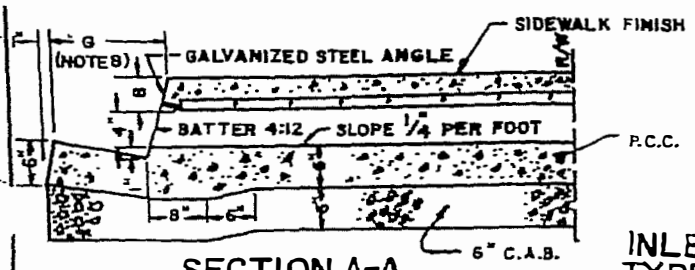


PLAN

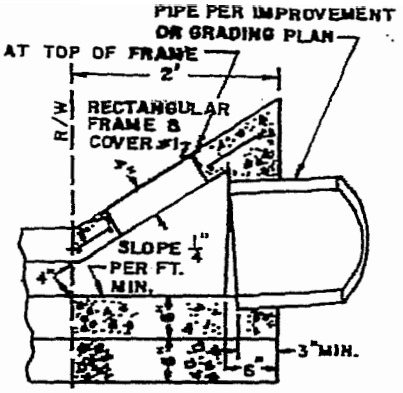
NOTES:

1. SMOOTH TROWEL 8" WIDE FLOW LINE IN CROSS-GUTTER AND SPANDRELS.
2. AGGREGATE BASE THICKNESS FOR SPANDRELS SHALL BE THE SAME AS FOR CROSS-GUTTER.
3. POUR CURB MONOLITHICALLY WITH SPANDREL.
4. FOR JOINT DETAILS, SEE STD. DWG. NO. 314 AND 414.
5. CONCRETE SHALL BE 560 C 3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEC 201-1.1.2.
6. ALL ELEVATIONS SHALL BE PER PLAN.
7. DISTANCE L FROM MIDDLE ORDINATE OF CURB RETURN TO JOINT SHALL BE 7' FOR 8" C.F. OR 6' FOR 6" C.F..
8. ANY CROSS-GUTTER TO BE CONSTRUCTED ON LESS THAN 0.20 % SHALL HAVE DRAINAGE STRUCTURES CONSTRUCTED TO MITIGATE THE ADVERSE EFFECTS OF NUISANCE WATER AND FULL CONCRETE APRON WITH EXPANSION JOINTS ALONG ℄ AND ALONG EDGE OF GUTTERS.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	TYPICAL CROSS-GUTTER	DRAWN M.K.S. SCALE NONE
	APPROVED [signature] DATE 9/16/97 BRUCE D. MATTERN R.C.E. 19586	STD. DWG. NO. 415



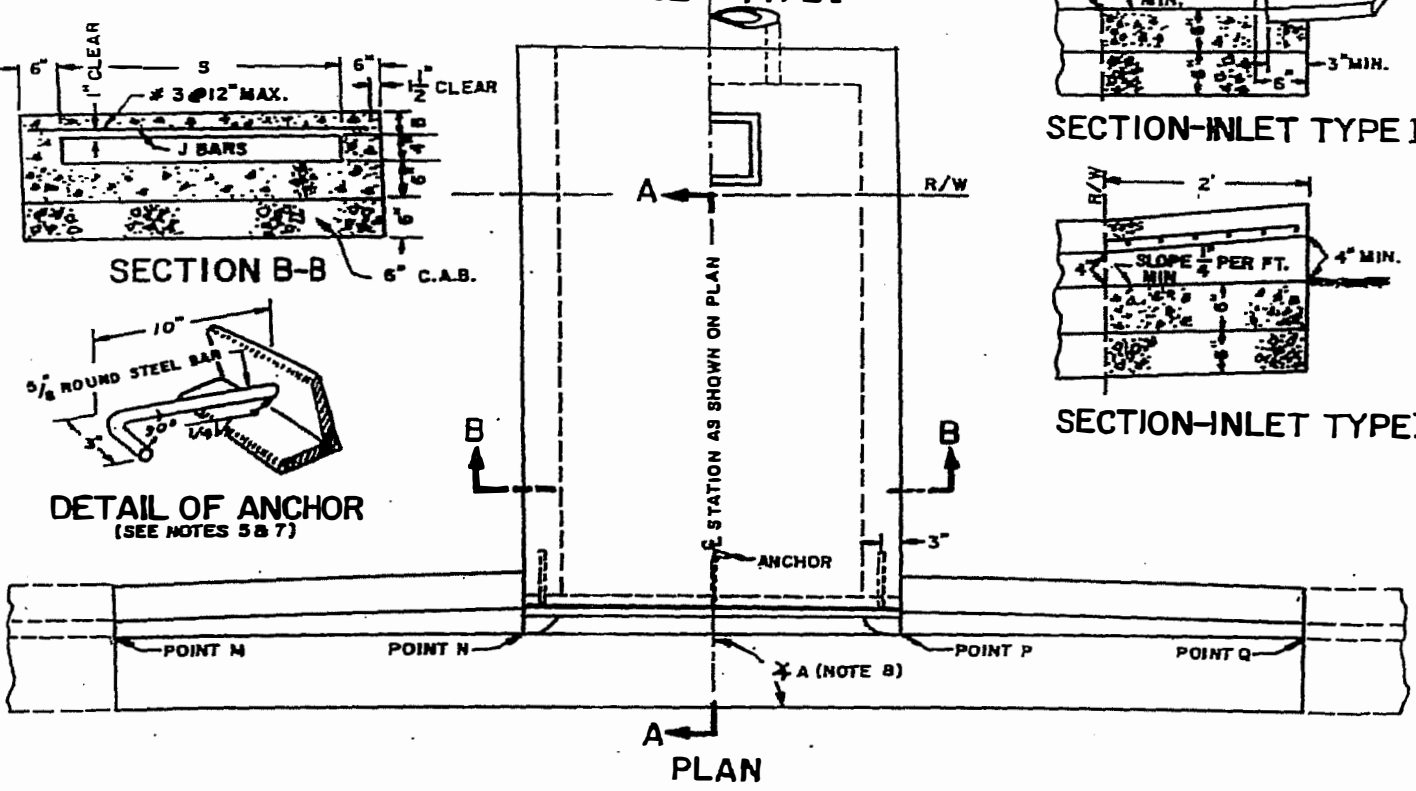
SECTION A-A



SECTION-INLET TYPE I

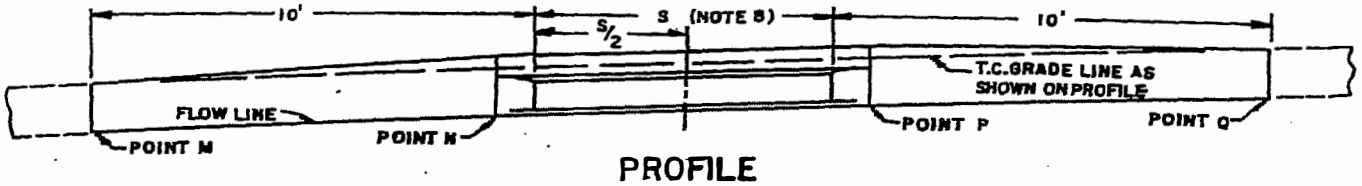
SECTION B-B

DETAIL OF ANCHOR
(SEE NOTES 5 & 7)



PLAN

SECTION-INLET TYPE II



PROFILE

NOTES:

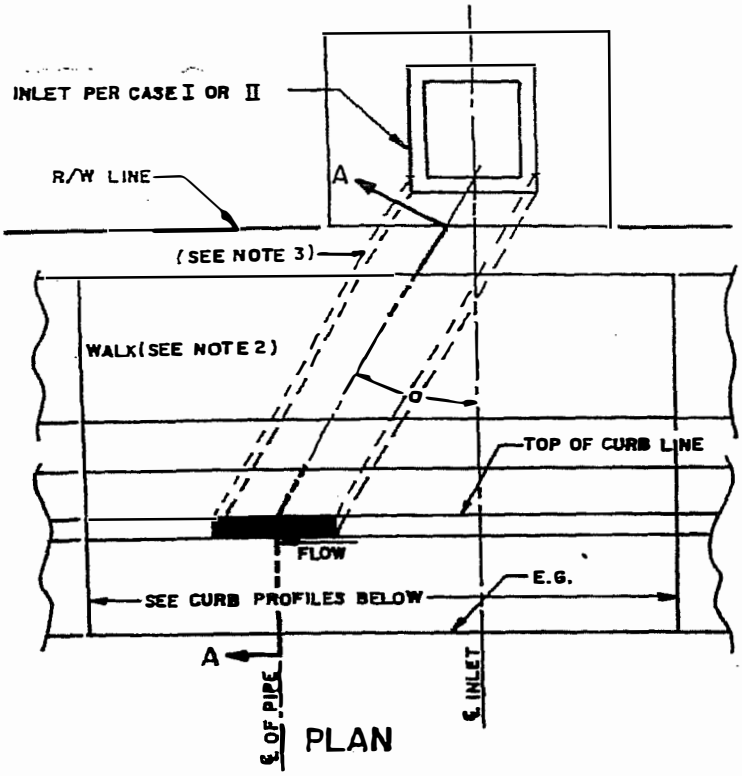
1. FLOOR OF BOX TO BE TROWELED SMOOTH.
2. WHEN THE TOE OF SLOPE IS WITHIN THE R/W, INLET TYPE I BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH APPROACH (TYPE II) THE 2' EXTENSION IS NOT REQUIRED WHEN THE BACK OF WALK IS 2' OR MORE FROM THE R/W LINE.
4. TOP OF INLET STRUCTURE (TYPE I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

STEEL LIST

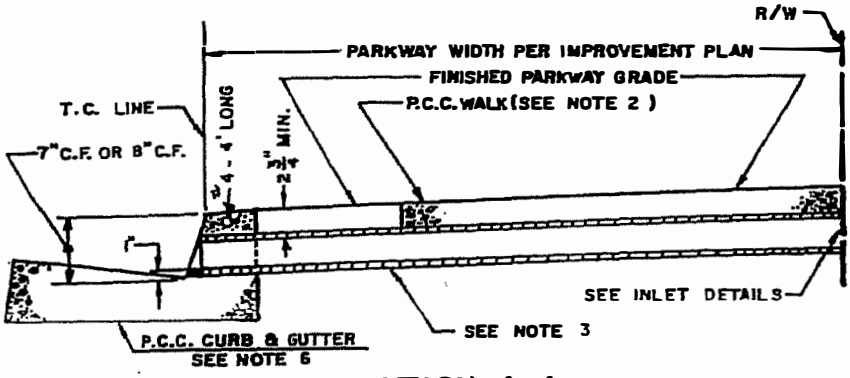
S	B	GALVANIZED STEEL ANGLE	ANCHOR	J BAR SIZE	J BAR SPACING	J BAR LENGTH
1'-0"	3"	2$\frac{1}{2}$" X 2" X $\frac{3}{16}$"	2	#3	7"	1'-8"
1'-6"	"	"	"	"	"	2'-3"
2'-0"	"	"	"	"	"	2'-8"
2'-6"	"	"	"	"	"	3'-3"
3'-0"	"	"	3	"	"	3'-8"
3'-6"	"	"	"	"	6"	4'-3"
4'-0"	"	"	"	"	5"	4'-8"
4'-6"	4"	3$\frac{1}{2}$" X 3" X $\frac{1}{2}$"	"	"	6$\frac{1}{2}$"	5'-3"
5'-0"	"	"	"	"	5"	5'-8"
5'-6"	"	"	"	"	4"	6'-3"
6'-0"	"	"	"	"	3$\frac{1}{2}$"	6'-8"

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	PARKWAY DRAIN NO. 1	DRAWN E.K.S. SCALE NONE
	APPROVED B.D. Mattern DATE 12/13/65 BRUCE D. MATTERN R.C.E. 19309	STD. DWG. NO. 417

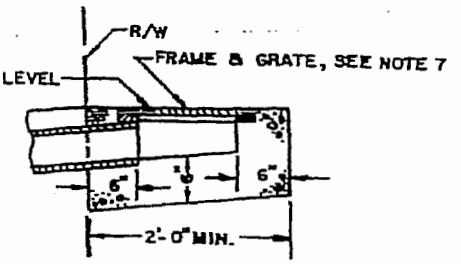
REV.



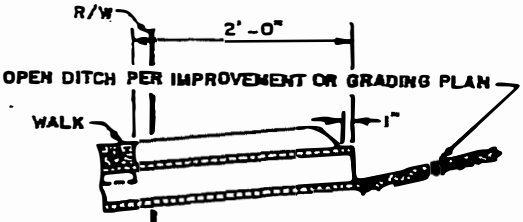
PLAN



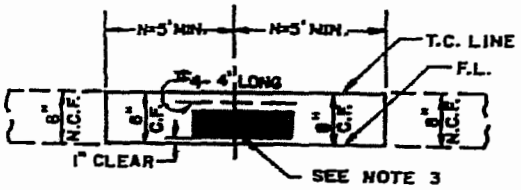
SECTION A-A



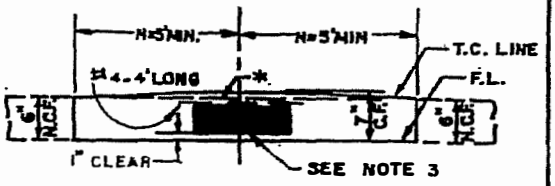
CASE I INLET
DROP INLET CATCH BASIN SECTION



CASE II INLET
GRADED DITCH SECTION



CURB PROFILE
8" NORMAL CURB FACE



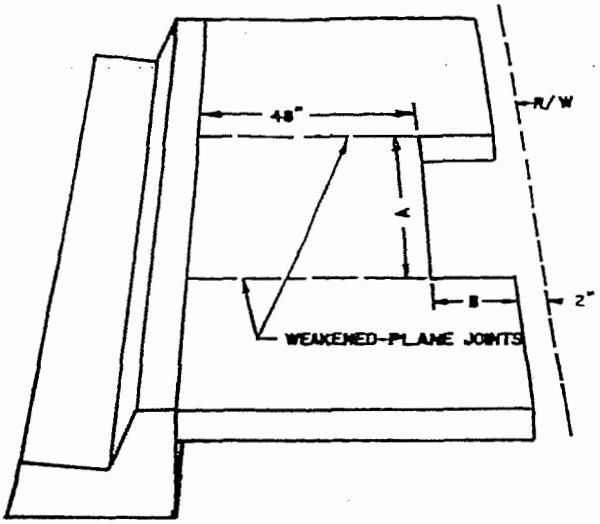
* NORMAL T.C. GRADE LINE AS SHOWN ON PROFILE

CURB PROFILE
6" NORMAL CURB FACE

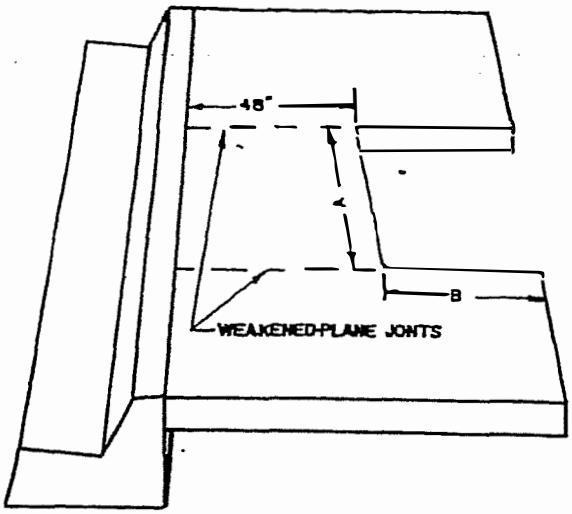
NOTE:

1. TOP OF INLET STRUCTURE(CASE I) TO BE FLUSH WITH ADJACENT SURFACE.
2. CONSTRUCT P.C.C. WALK AND CURB AND GUTTER AS SPECIFIED ON PLAN. MINIMUM REPLACEMENT OF WALK AND CURB AND GUTTER SHALL BE FROM JOINT TO JOINT OR AS DIRECTED BY THE CITY ENGINEER. SEE STD. DWG. NO. 314. THE CONTRACT PRICE PAID FOR P.C.C. WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUCTION WITH PARKWAY CULVERT.
3. ONE CIRCULAR PIPE SHALL BE PLACED AT A LOCATION OTHERWISE, THE PIPE SHALL BE ALHAMBRA FOUNDRY A470 OR EQUAL WITH THE SIZE AS SPECIFIED ON PLAN, FOR SIZES OTHER THAN 3" X 5,9,12" H SHALL BE 10" AND C.F. OVER PIPE SHALL BE INCREASED 1" FOR 1".
4. INLET CASE TO BE SPECIFIED ON IMPROVEMENT OR GRADING PLAN.
5. ANGLE "α" EQUALS 0° UNLESS OTHERWISE SPECIFIED.
6. TYPE, DIMENSIONS, AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER IMPROVEMENT PLAN.
7. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR INLET CASE I SHALL BE ALHAMBRA FOUNDRY 14" X 24" TYPE A-2422 (GALVANIZED) OR EQUAL, PLACED LEVEL.
8. CONCRETE SHALL BE CLASS 520C 2500.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	PARKWAY DRAIN NO.2	DRAWN E.K.S. SCALE NONE
REV.	APPROVED B D Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19368	STD. DWG. NO. 418



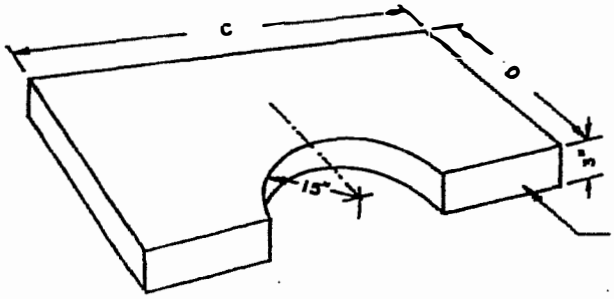
PARKWAYS LESS THAN 8'
1 COVER REQUIRED
CASE I: 2'X 4' TREE WELL



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

TREE WELLS

CASE	A	B	C	D
I	4'-0"	2'-0"	3'-11"	1'-11½"
II	4'-0"	4'-0"	3'-11"	1'-11½"



POROUS TREE WELL COVER

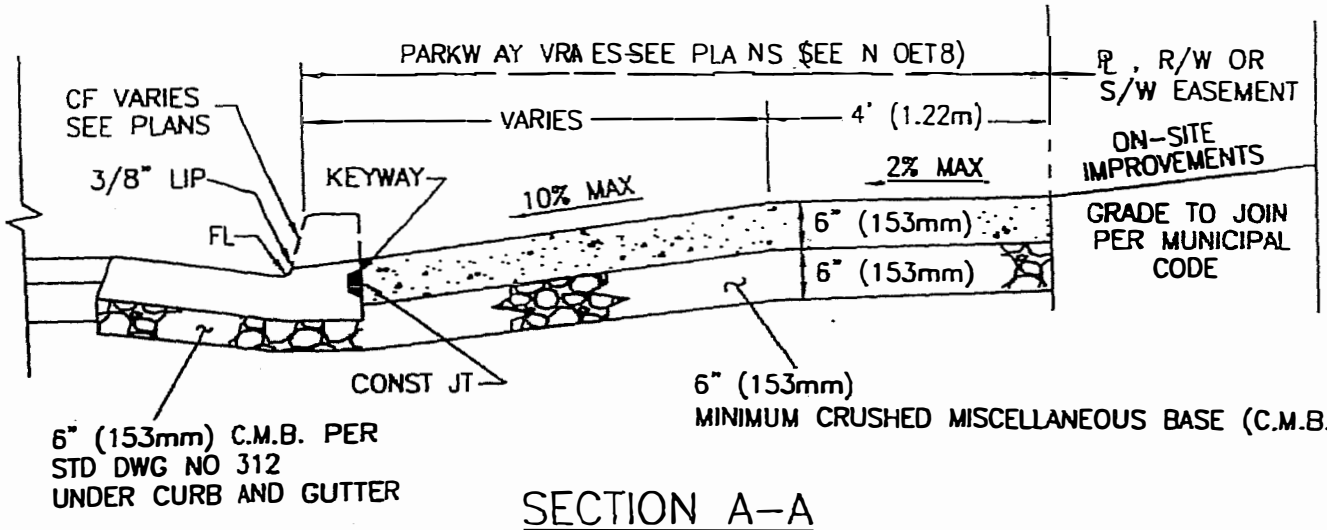
TYPICAL SECTIONS

NOTES:

1. TREE WELLS SHALL BE PLACED APPROXIMATELY 50' APART, BUT NOT LESS THAN ONE PER RESIDENTIAL LOT.
2. LOCATION OF TREE WELLS WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:
   A. 25' FROM CURB RETURNS.
   B. 15' FROM LIGHT STANDARDS AND POWER POLES.
   C. 10' FROM FIRE HYDRANTS, DRIVEWAYS, HOUSE WALKS, UTILITY METERS, PEDESTALS.
   D. 10' FROM ALL UTILITY LATERALS AND MAINS.
3. COVERS ARE TO BE COLORED BUFF USING AN ACCEPTABLE COLORING AGENT.
4. TREE WELLS ARE TO BE BACKFILLED WITH CLEAN DIRT AND FLUSH WITH ADJACENT WALK UNTIL TREES ARE PLANTED.

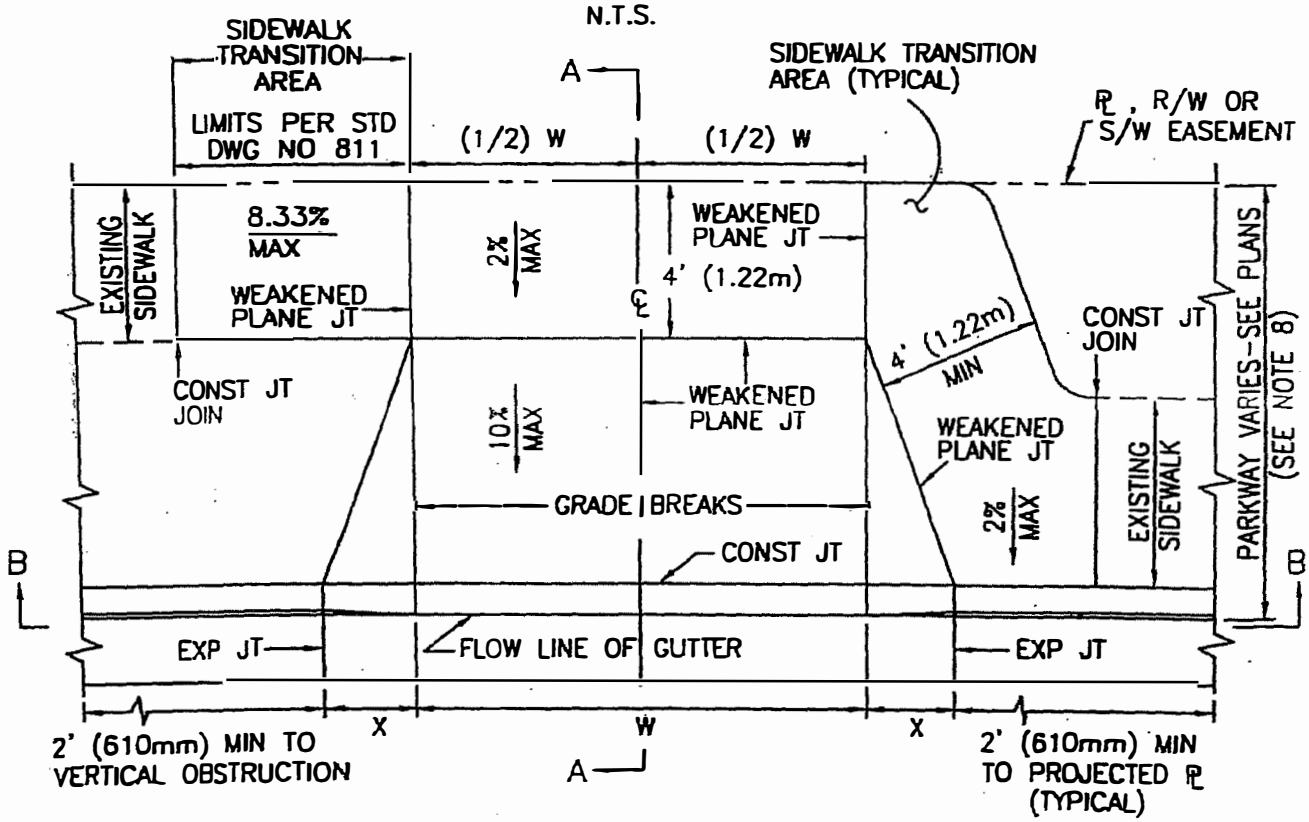
CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	SIDEWALK TREE WELL & COVER	DRAWN E.K.S. SCALE NONE
	APPROVED B D Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 419

REV.



SECTION A-A

N.T.S.

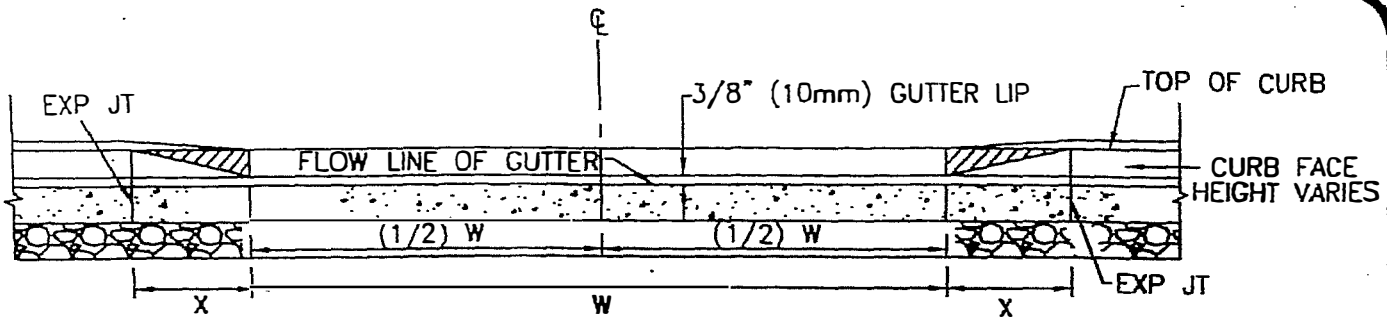


PLAN

N.T.S.

CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT	RESIDENTIAL DRIVEWAY APPROACH TYPE I	
APPROVED BY: ERNESTO MUÑOZ, CITY ENGINEER — WILLIAM MORRIS, DIRECTOR OF PUBLIC SERVICES 1/10/03		STD. DWG. NO. 513

FILE NAME: STD-513.DWG / REVISED: SHT. 1 OF 2



SECTION B–B

N.T.S.

DIMENSIONS

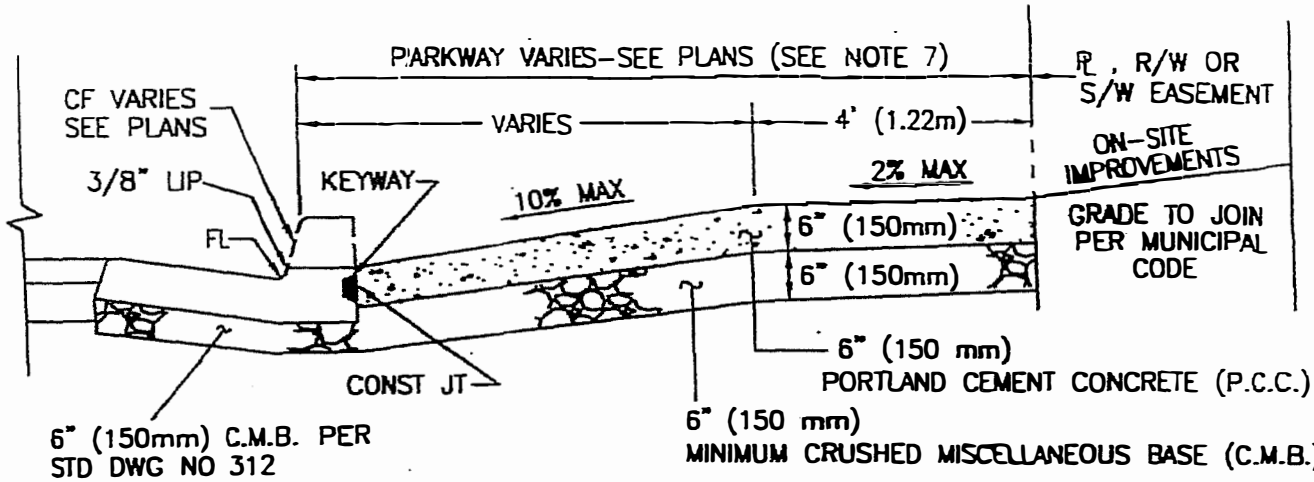
W=10' (3.05m) MIN – 16' (4.88m) MAX FOR RESIDENTIAL DRIVEWAYS.
X= 4' (1.22m) FOR 6" (153mm) CURB FACE.
X= 5' (1.52m) FOR 8" (204mm) CURB FACE.

NOTES:

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

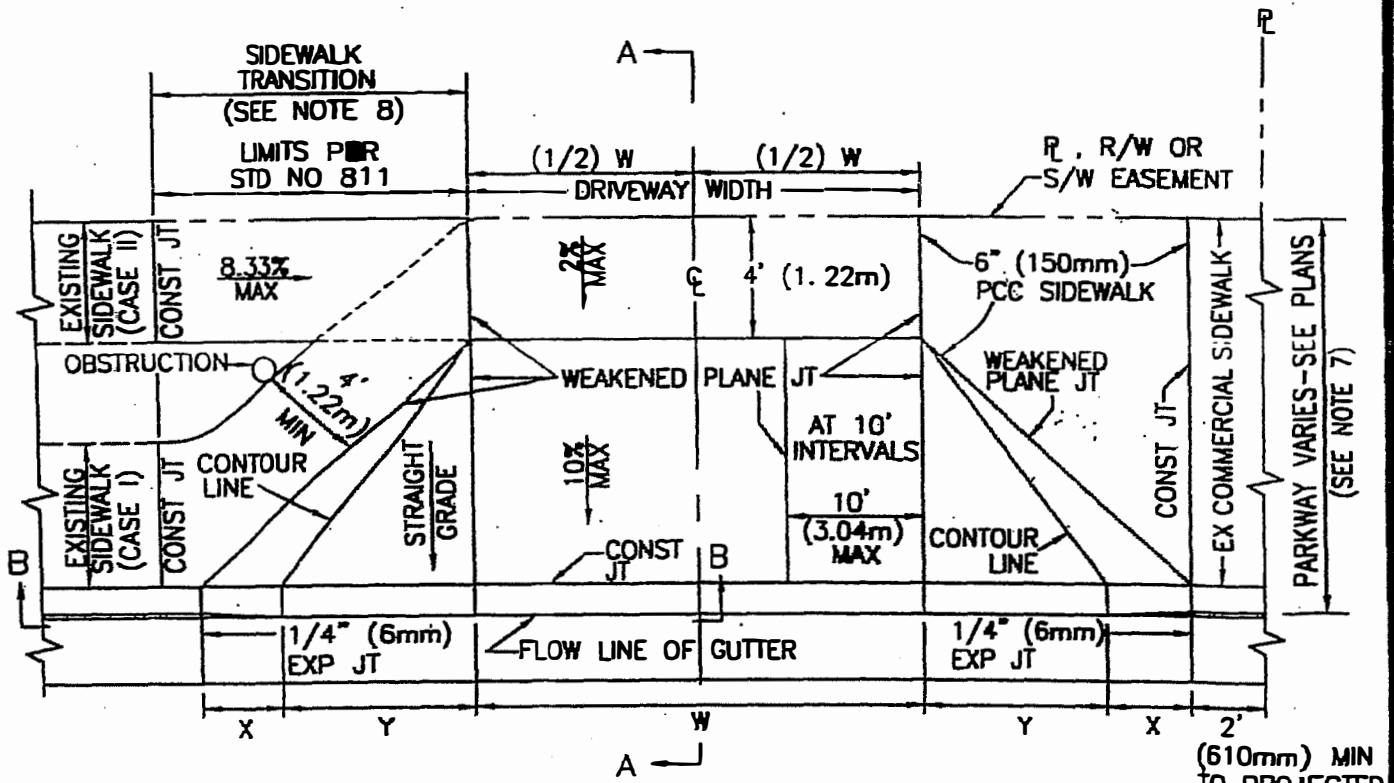
CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT	RESIDENTIAL DRIVEWAY APPROACH TYPE I	
APPROVED BY: ERNESTO MUÑOZ CITY ENGINEER — WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES 1/10/03		STD. DWG. NO. 513

FILE NAME: STD–513.DWG REVISED: SHT. 2 OF 2



SECTION A–A

N.T.S.

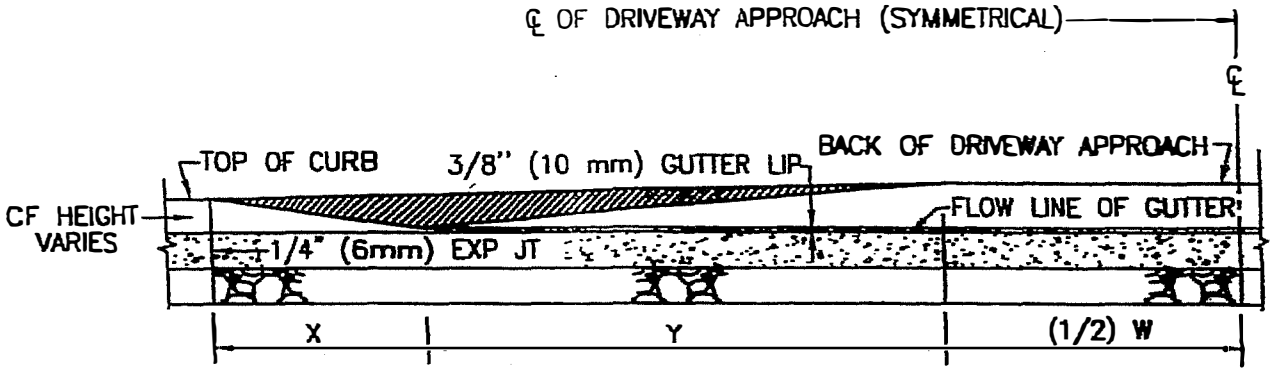


PLAN

N.T.S.

CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT	DRIVEWAY APPROACH–TYPE II COMMERCIAL AND MULTI–USE	Costa Mesa
APPROVED: ERNESTO MUNOZ CITY ENGINEER — WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES 9/24/03		STD. DWG. NO. 514

FILE NAME: STD–514.DWG REVISED: SHT. 1 OF 2



SECTION B–B

N.T.S.

DIMENSIONS

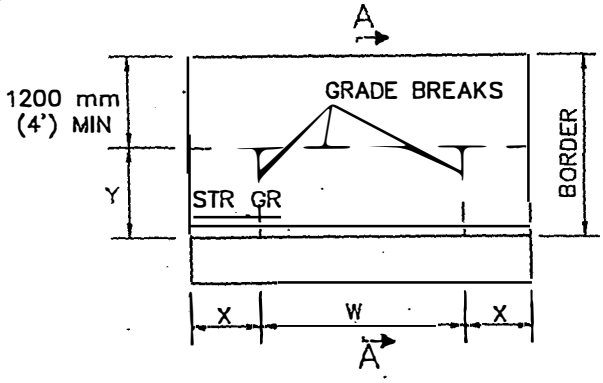
W= 16' (4.88m) MIN – 26' (7.92m) MAX FOR ALL DRIVEWAYS.
X= 4' (1.22m) FOR 6" (150mm) CURB FACE.
X= 5' (1.52m) FOR 8" (200mm) CURB FACE.
Y= 7' (2.13m) ON MASTER PLAN STREETS
Y= 4' (1.22m) ON RESIDENTIAL, NON–MASTER PLAN STREETS.

NOTES:

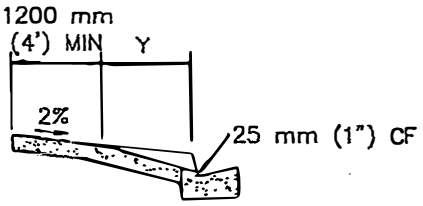
1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. CONCRETE SHALL BE CLASS 560–C–3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201–1.
3. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
4. BASED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

CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT	DRIVEWAY APPROACH–TYPE II COMMERCIAL AND MULTI–USE	Costa Mesa
APPROVED: ERNESTO MUNOZ / CITY ENGINEER — WILLIAM MORRIS / DIRECTOR OF PUBLIC SERVICES 9/24/03		STD. DWG. NO. 514

FILE NAME: STD–514.DWG REVISED: SHT. 2 OF 2

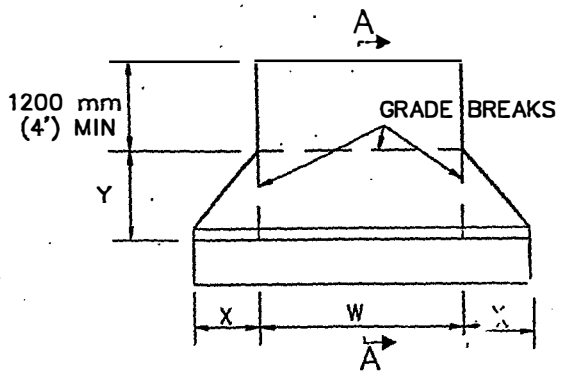


TYPE A



SECTION A–A

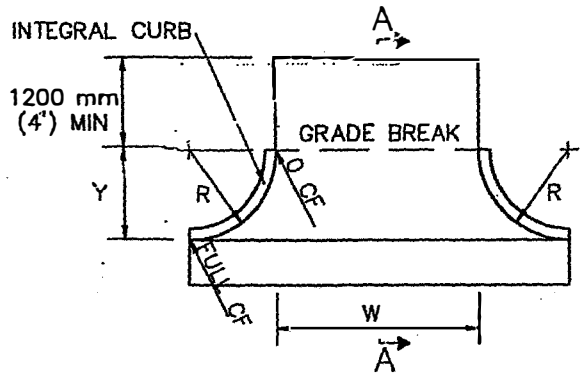
CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3'–0")	1200 (4'–0")
175 (7")	1050 (3'–6")	1425 (4'–9")
200 (8")	1200 (4'–0")	1700 (5'–8")
225 (9")	1350 (4'–6")	1950 (6'–6")
250 (10")	1500 (5'–0")	2175 (7'–3")
275 (11")	1650 (5'–6")	2400 (8'–0")
300 (12") or more	1800 (6'–0")	2625 (8'–9")



TYPE B

NOTES:

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



TYPE C

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER

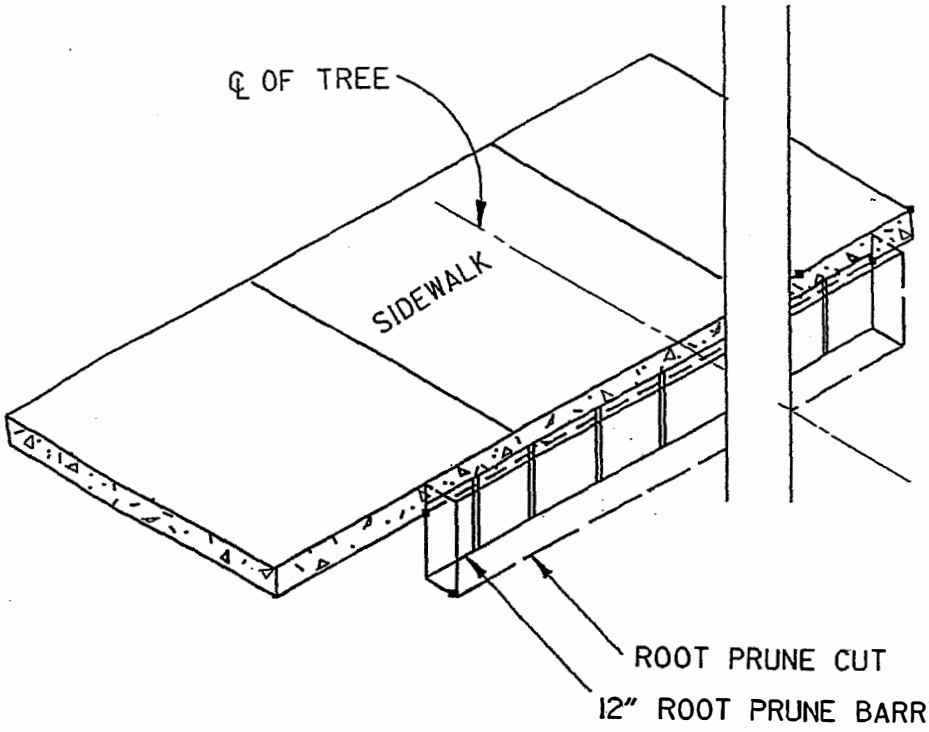
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1998

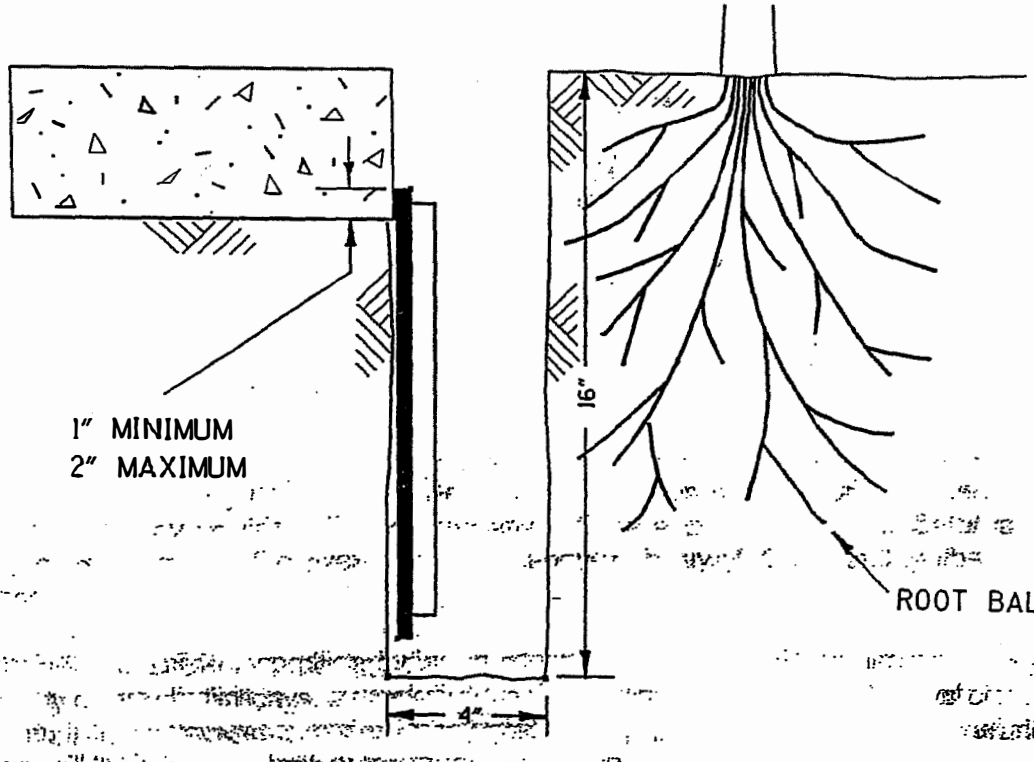
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN METRIC 110 - 1

SHEET 1 OF1





ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

Approved W.L. Zoun Director of Public Works

Adopted: Res. 78-791 Re-Revised: Res. 86-1141, 88-1341, 95-546

TREE ROOT BARRIER

STD. PLAN

1708

SHT. 1 OF 2

NOTES:

Tree Trimming :

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

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

2. Root Pruning :

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

3. Root Control Barrier :

   Barrier shall be fabricated from a high density, high impact plastic, i.e. Polystyrene, Polyethylene, Polyvinyl Chloride, (PVC), or Acrylonitrile-Butadiene-Styrene (ABS). The interior surface shall have ½" high (minimum) raised vertical ribs spaces 6" to 8" apart the full depth of the barrier and shall be expressly designed for root deflection.

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

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

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

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

TREE ROOT BARRIER

STD. PLAN
1708
SHT. 2 OF 2

UNITED STATES POST OFFICE

OUR REF: WED13:JDIAZ:am:-9998 DATE: May 30, 1990

SUBJECT: Location of mailboxes P.O.CL:

TO: City of Costa Mesa

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

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

156.54 D.M.M. Location

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

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

155.262 Hardship cases

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

MAILBOX IMPROVEMENT WEEK—Continued

Exhibit C

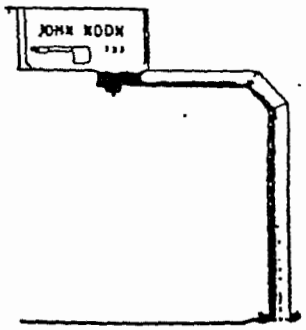
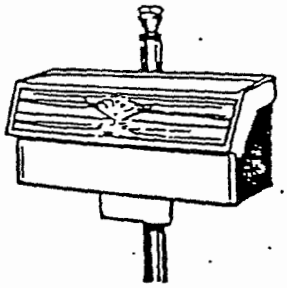


Exhibit D



Contract Delivery Routes

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

General Requirements

The placement of mailboxes on both rural and contract routes must be safe and convenient for carriers. The boxes must be on the right-hand side of the road in the carrier's travel direction so they can deliver mail without leaving their conveyance. This rule especially applies where traffic conditions make it dangerous for the carrier to drive to the left in order to reach the boxes, or when doing so would constitute a violation of traffic laws and regulations (apartment house or other multiple dwellings can be exempted from this rule as described in DMM 156.312).

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

Mailbox Supports

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

The Federal Highway Administration (FHWA) has determined that mailbox supports no larger than 4 inches by 4 inches or a 4½-inch diameter wood post or a 2-inch diameter standard steel or aluminum pipe, buried no more than 24 inches, should safely break away if struck by a vehicle. The mailbox must also be securely attached to its post to prevent separation when struck. Exhibits E and F on page 12 are detailed examples of mailbox mountings and supports suggested by the FHWA. Boxes and supports should also be painted and free from rust.

NDCBUs and All-Weather Parcel Lockers

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

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

Equipment Review Procedure

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

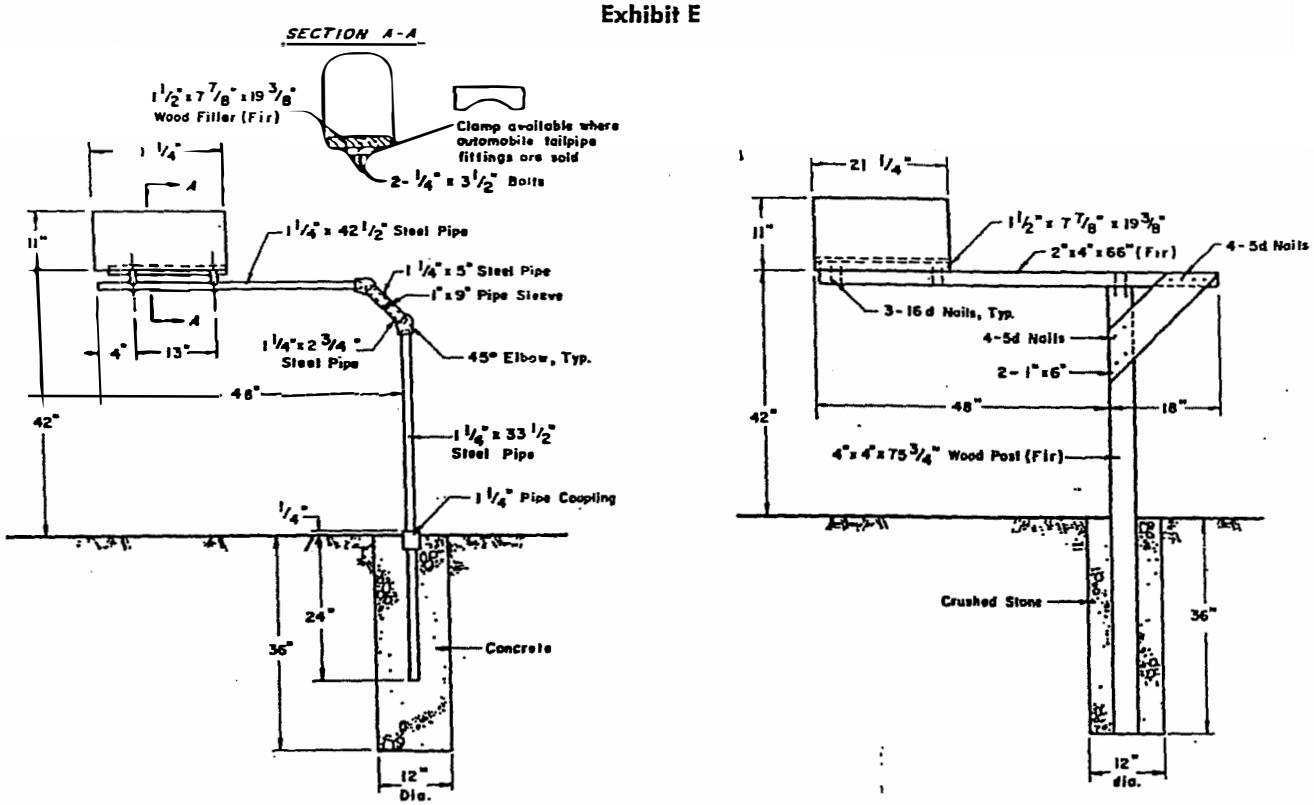
1. List the unit location, type, and manufacturer in the left-hand column (omit manufacturer if all items are in order).
2. Assign each checklist item one of the following ratings:
   - OK—Equipment does not need attention for this item.
   - X—Equipment needs attention for this item.
   - NA—Item does not apply to this particular piece of equipment.
3. Examine the following items and annotate Exhibit G:

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

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

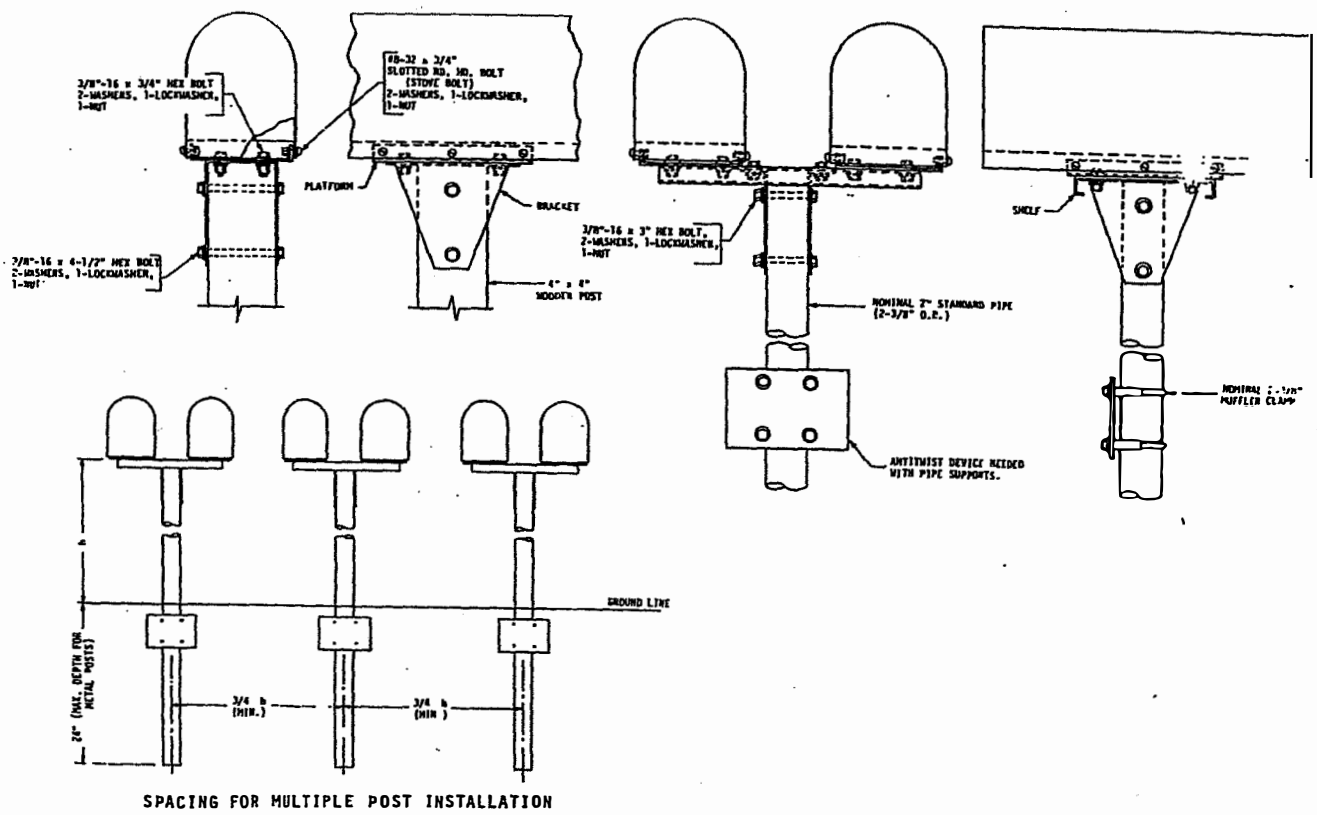
c. Observe whether the carrier access door is locked and secure. Open it and observe that it is not bowed or warped and that the door and locking bar operate smoothly. With carrier access door(s) open, notice if restraining devices prevent the door

Exhibit E



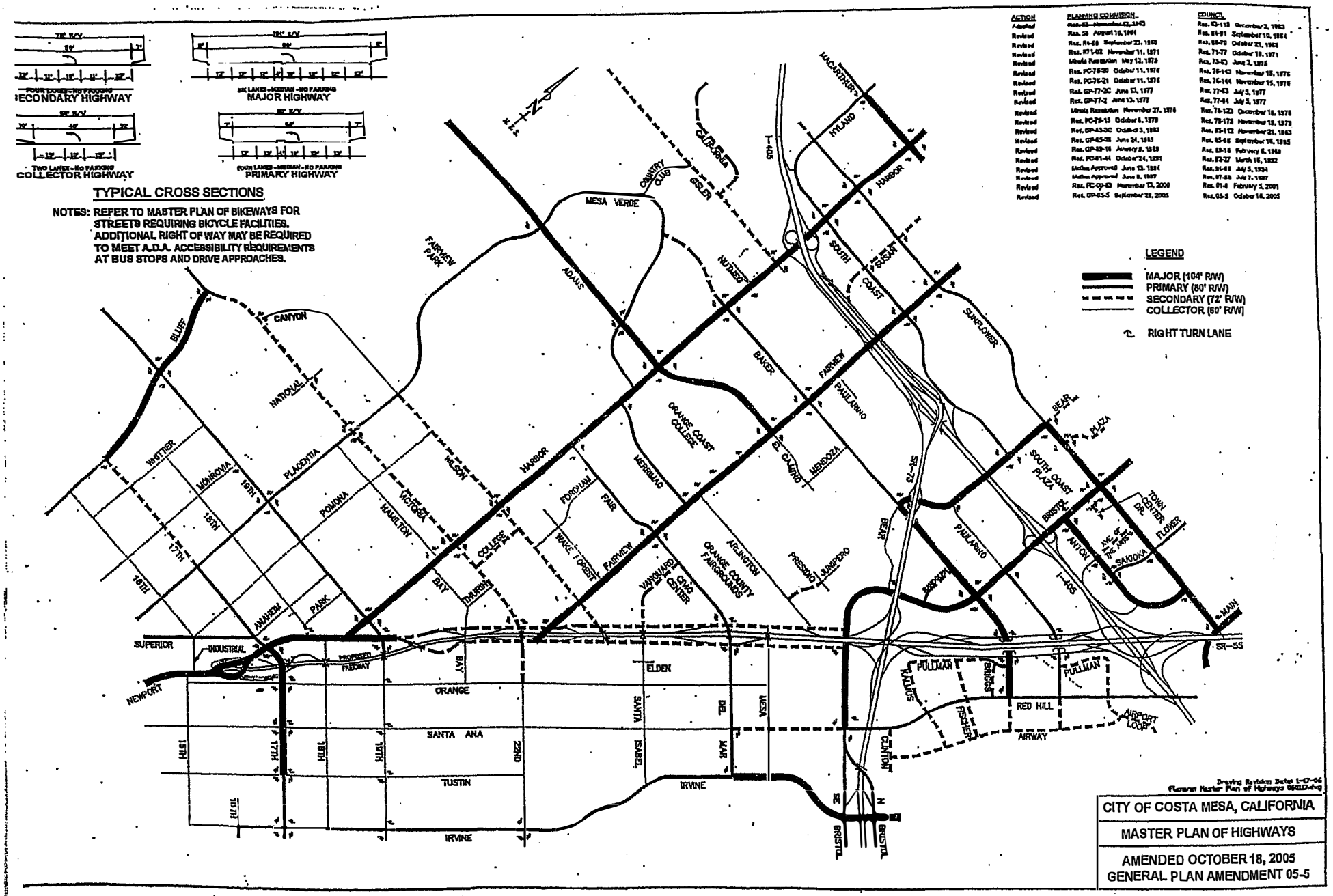
CANTILEVER MAILBOX SUPPORTS

Exhibit F



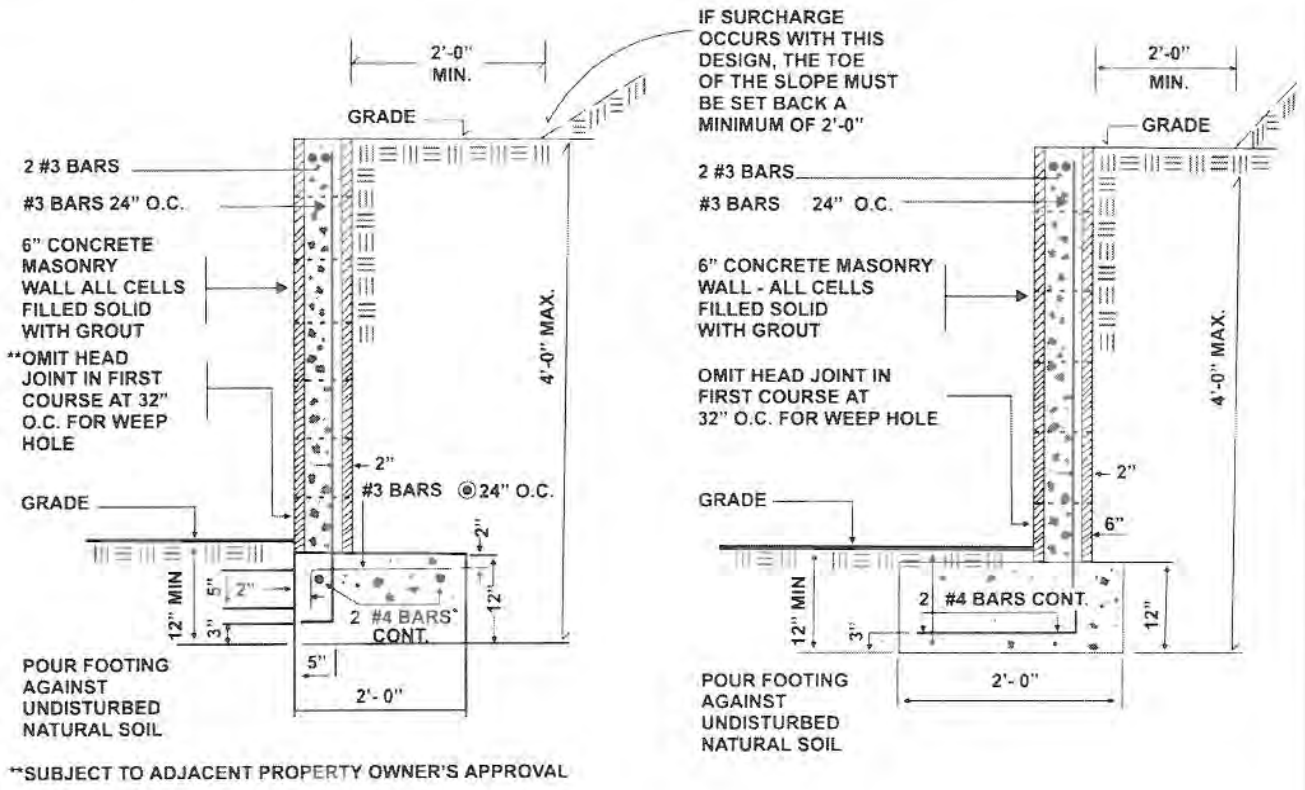
SPACING FOR MULTIPLE POST INSTALLATION

SINGLE AND DOUBLE MAILBOX INSTALLATIONS


TYPICAL CROSS SECTIONS
NOTES: REFER TO MASTER PLAN OF BIKEWAYS FOR STREETS REQUIRING BICYCLE FACILITIES. ADDITIONAL RIGHT OF WAY MAY BE REQUIRED TO MEET A.D.A. ACCESSIBILITY REQUIREMENTS AT BUS STOPS AND DRIVE APPROACHES.
FOUR LANES - NO PARKING SECONDARY HIGHWAY
SIX LANES - MEDIAN - NO PARKING MAJOR HIGHWAY
TWO LANES - NO PARKING COLLECTOR HIGHWAY
FOUR LANES - MEDIAN - NO PARKING PRIMARY HIGHWAY
ACTION
PLANNING COMMISSION
COUNCIL
Adopted
Revised
LEGEND
MAJOR (104' R/W)
PRIMARY (80' R/W)
SECONDARY (72' R/W)
COLLECTOR (60' R/W)
RIGHT TURN LANE
MACARTHUR
HYLAND
HARBOR
SUNFLOWER
SOUTH COAST
COAST HWY
GISLER
CANYON
MESA VERDE
COUNTRY CLUB
NUTGROVE
ADAMS
FAIRVIEW PARK
BLUFF
NATIONAL
WHITTIER
MONROVIA
PLACENTIA
POMONA
HAMILTON
MAGNOLIA
HARBOR
ORANGE COAST COLLEGE
BAKER
FAIRVIEW
PAULARINO
EL CAMINO
MENDOZA
BEAR
SR-73
SOUTH COAST PLAZA
BRISTOL
BEAR
PLAZA
TOWN CENTER DR
FLOWER
SAKIOKA
ANTON
I-405
MAIN
SR-55
PAULARINO
BARRANCA
PRESIDIO
JAMBORO
ARLINGTON
ORANGE COUNTY FAIRGROUNDS
CIVIC CENTER
VANGUARD
WAKE FOREST
FAIRVIEW
FORDHAM
PAR
COLLEGE
BAY
THURSTON
MESA
ANAHEIM
PARK
16TH
17TH
18TH
19TH
SUPERIOR
INDUSTRIAL
NEWPORT
FREEWAY
ELDEN
ORANGE
SANTA ANA
TUSTIN
IRVINE
SANTA ISABEL
RED HILL
AIRWAY
AIRPORT LOOP
PULLMAN
BRISTOL
CLINTON
FISHER
KATELLA
BRISTOL
CITY OF COSTA MESA, CALIFORNIA
MASTER PLAN OF HIGHWAYS
AMENDED OCTOBER 18, 2005
GENERAL PLAN AMENDMENT 05-5

City of Costa Mesa Building Division

RETAINING WALLS



**SUBJECT TO ADJACENT PROPERTY OWNER'S APPROVAL

NOTES:

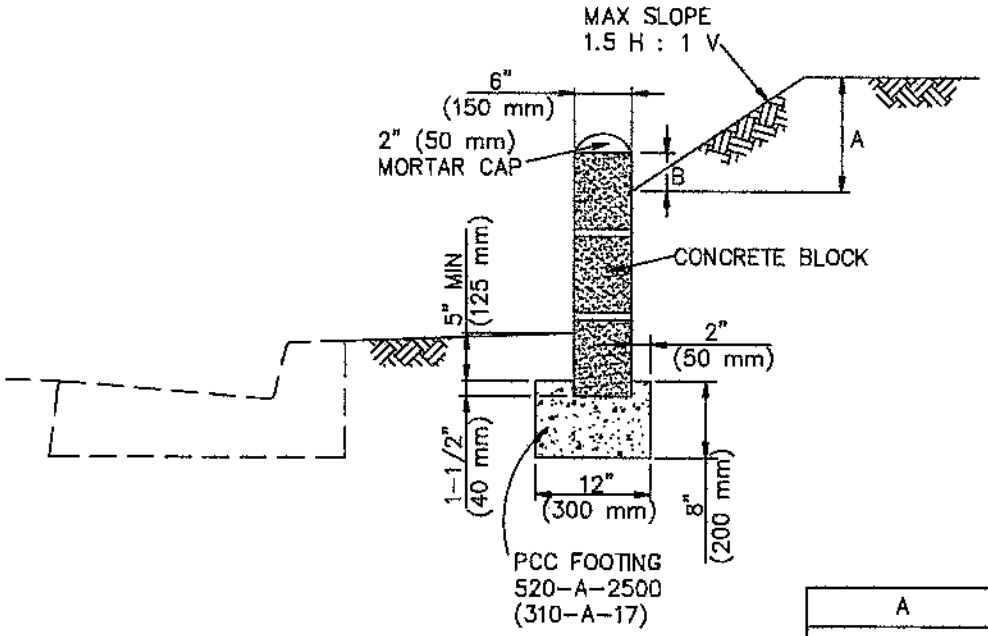
1. Retaining wall shall be grouted solid.
2. Reinforcing splices in masonry shall be lapped not less than 15", in concrete not less than 12".
3. Omit mortar at head joints of first course at 32" o.c.
4. Mortar shall be no leaner than 3 to 1.
5. Inspection required prior to grouting cells.
6. Retaining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

SPECIFICATIONS:

CONCRETE: 2500 psi at 28 days.

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

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



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

NOTES

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

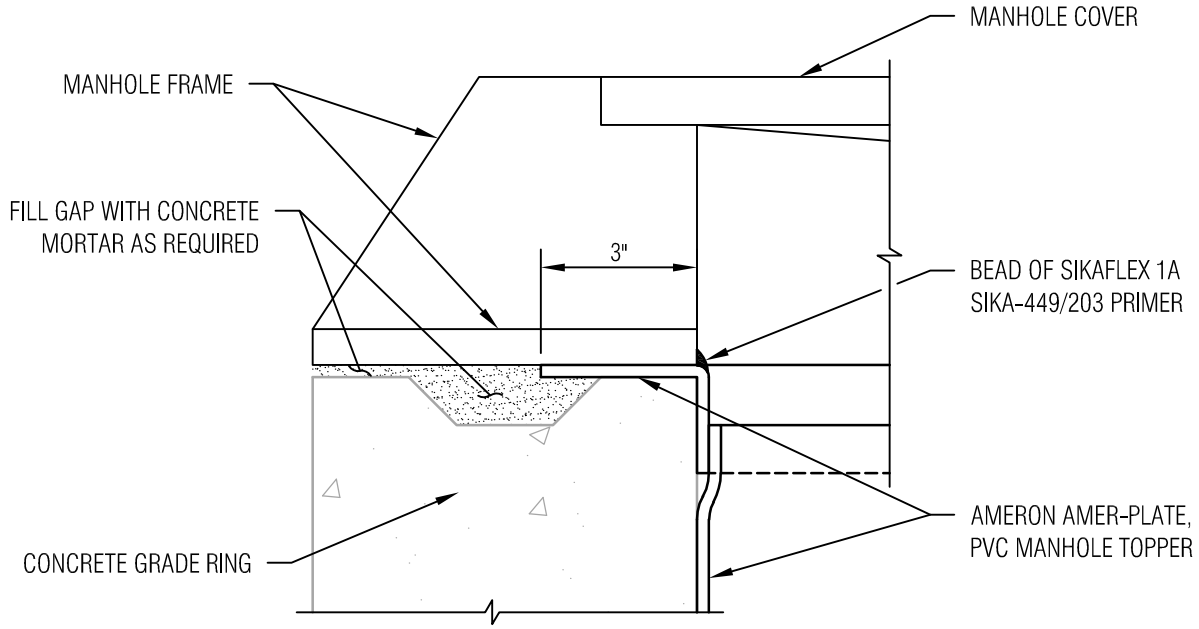
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1998, 2005, 2009, 2010

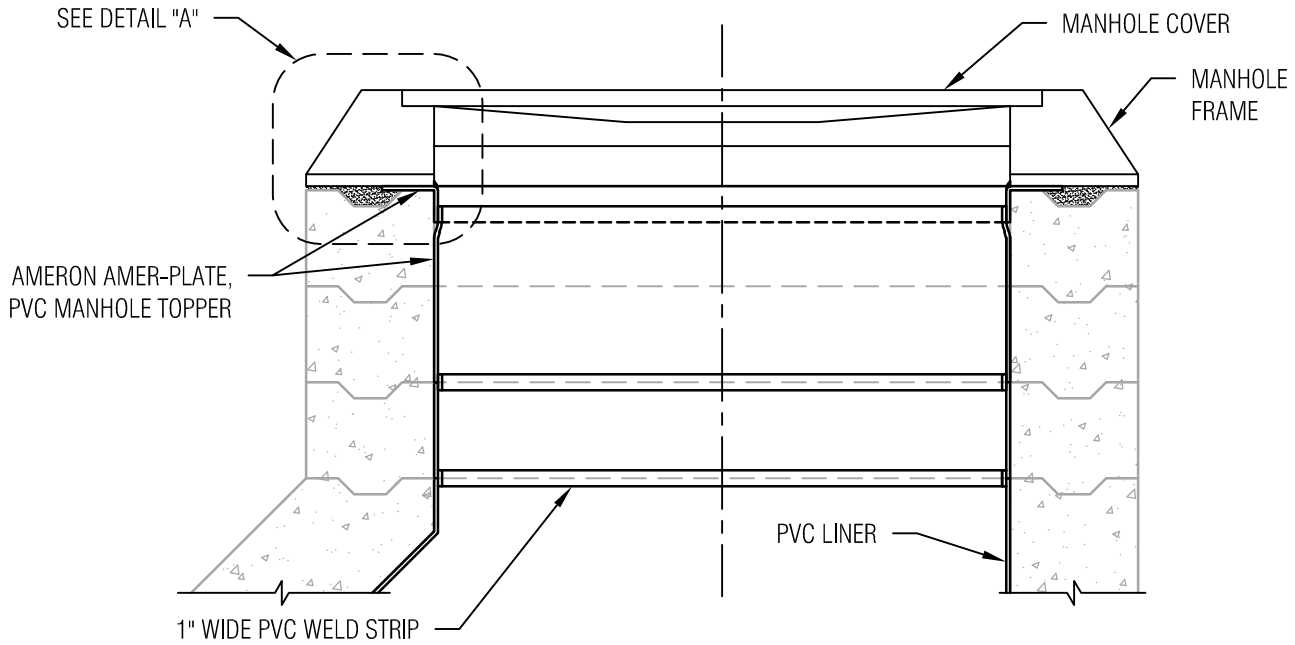
CONCRETE BLOCK SLOUGH WALL

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
622-4
SHEET 1 OF 1



DETAIL "A"



NEW MANHOLE PVC LINER DETAIL

NOTES:

1. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO ONE-EIGHTH INCH HIGH.
2. ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
3. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK SETTING CONCRETE FOR COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
4. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
5. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

NO.	APPROVED	DATE
1	EDAC	02/22/2017

ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY, CALIFORNIA
APPROVED BY
DIRECTOR OF ENGINEERING — DATE 5/20/18

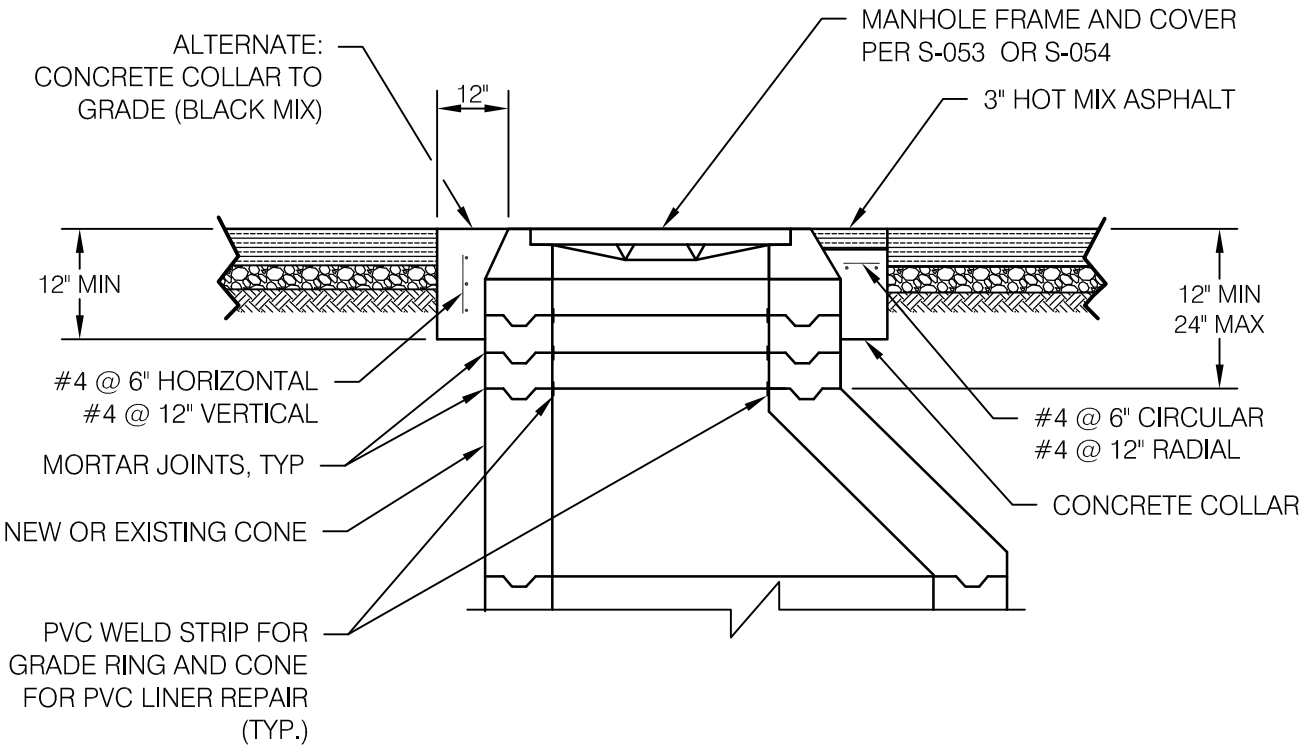
PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE

NO SCALE

STANDARD DWG.

S-050A

DWG: J:_CAD Standards\WIP\WIP_Engineering Standard Drawings\REVISED\S-050A - PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE.dwg
DATE: May 15, 2019 8:42am



CROSS SECTION

NOTES:

1. NEATLY REMOVE PAVEMENT AND AGGREGATE BASE AS NECESSARY TO MAKE ADJUSTMENT.
2. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO 1/8" HIGH.
3. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED LINER, AND TEST LINER FOR PINHOLES AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24".
4. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED BY GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK-SETTING CONCRETE TO FORM COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
5. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
6. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

NO.	APPROVED	DATE
1	EDAC	02/22/2017

ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY, CALIFORNIA
APPROVED BY
DIRECTOR OF ENGINEERING — DATE 5/20/18

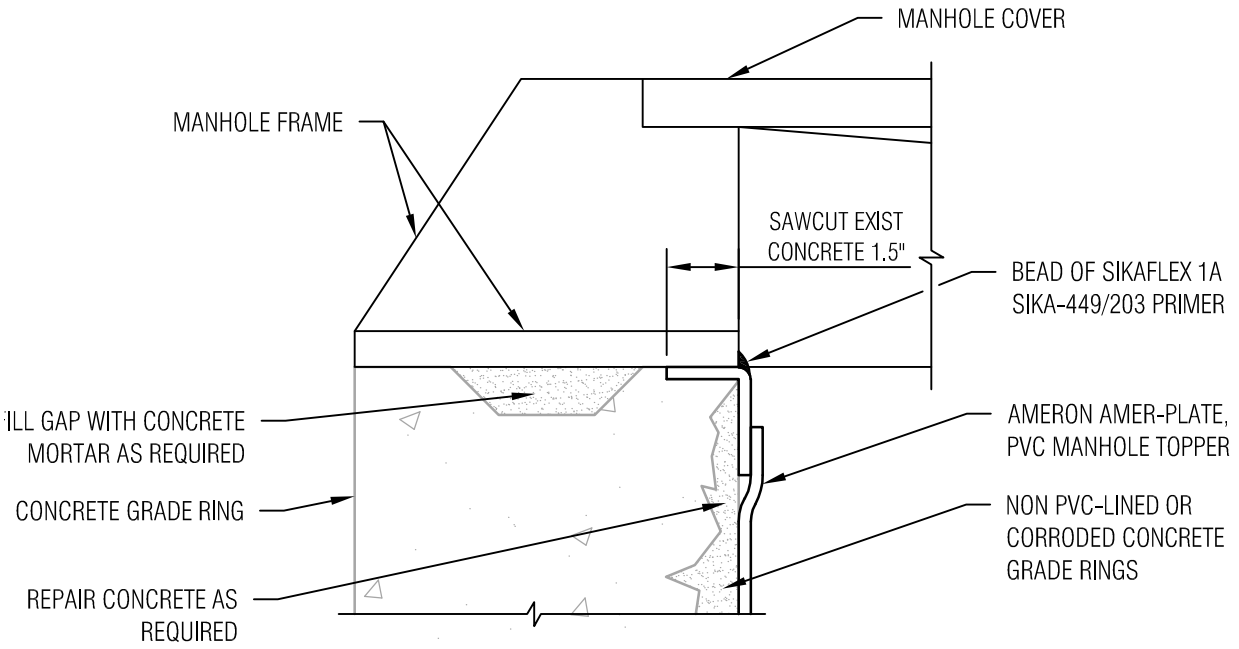
MANHOLE ADJUSTMENT TO GRADE

NO SCALE

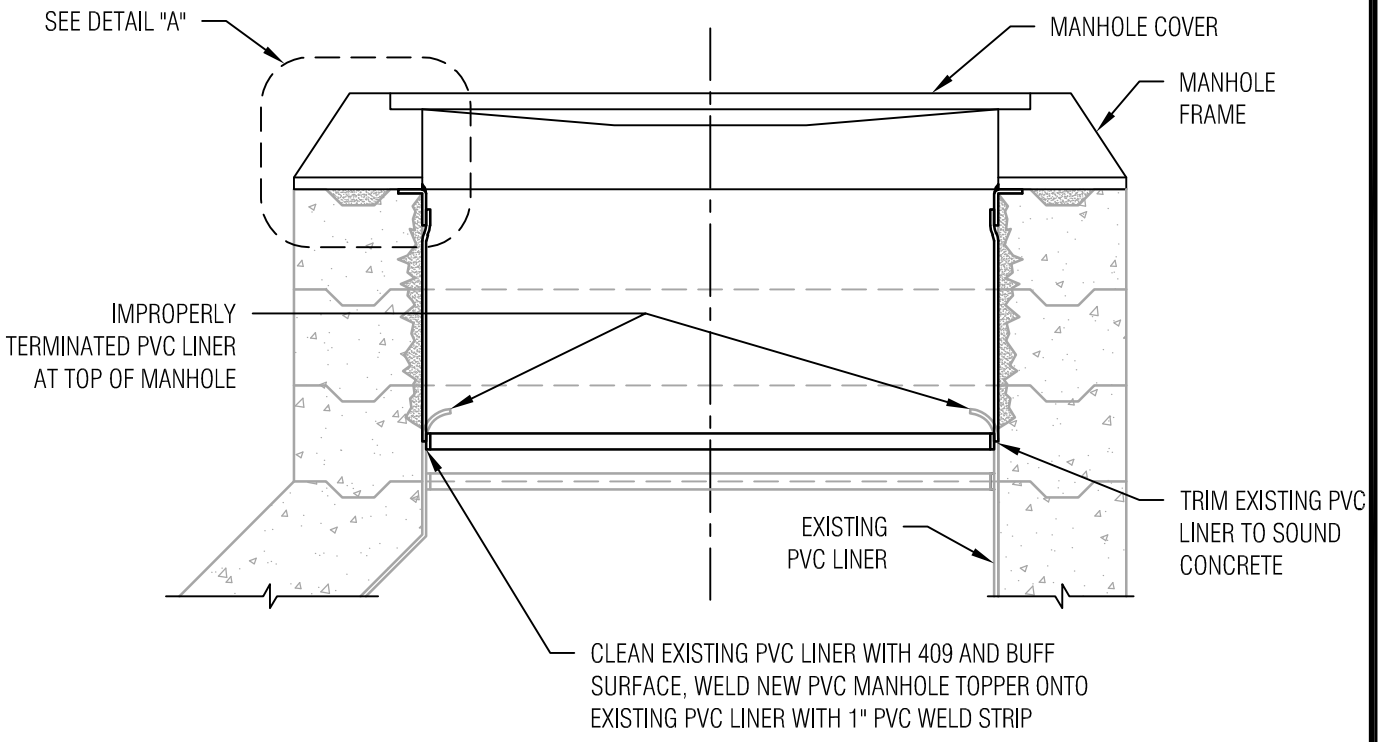
STANDARD DWG.

S-055

DWG: J:_CAD Standards\WIP\WIP_Engineering Standard Drawings\REVISED\S-055 - MANHOLE ADJUSTMENT TO GRADE.dwg
DATE: Apr 03, 2019 12:23pm



DETAIL "A"



EXISTING MANHOLE PVC LINER DETAIL

NOTES:

1. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
2. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

NO.	APPROVED	DATE
1	EDAC	02/22/2017

ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY, CALIFORNIA
APPROVED BY
DIRECTOR OF ENGINEERING — DATE 5/20/18

PVC LINER REPAIR
EXISTING MANHOLE

NO SCALE
STANDARD DWG.
S-055A

DWG: J:_CAD Standards\WIP\WIP_Engineering Standard Drawings\REVISED\S-055A - PVC LINER REPAIR EXISTING MANHOLE.dwg
DATE: Apr 17, 2019 10:15am

File #: 25-388 **Meeting Date:** 9/2/2025

TITLE:

AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR CATEGORY 6A (CAT6A) STRUCTURED CABLING AND VERKADA CAMERA INSTALLATION WITH BCS CONSULTANTS

DEPARTMENT: **INFORMATION TECHNOLOGY**

PRESENTED BY: **STEVE ELY, IT DIRECTOR**

CONTACT INFORMATION: **STEVE ELY, IT DIRECTOR, (714) 754-4891**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the Interim City Manager and City Clerk to execute a Professional Services Agreement (PSA) for network cable and camera installation to BCS Consultants, 9910 Irvine Center Drive, Irvine, CA 92618 in the amount of $740,684 for a two-year term, with the option for a one (1) one-year renewal.

2. Authorize a five percent (5%) contingency in the amount of $37,034 for unforeseen costs.

3. Authorize the Interim City Manager or designee to execute future authorized amendments to the agreement.

BACKGROUND:

At the March 3, 2020, City Council Meeting, City Council approved the Information Technology Strategic Plan. The Strategic Plan, Year Four, included upgrading the outdated telephone system to a Voice Over Internet Protocol (VoIP) system. In early 2023, the Information Technology Department began researching the project. It was determined that the current Category 5 cabling throughout City Hall and all remote sites was outdated and 20 years old. It would need to be upgraded to Category 6A specifications (CAT6A) to support VoIP and other modern technologies. Given all the other investments in technology, the City needs greater capacity - 1 gig to 10 gigs.

The Police Department's new camera system also requires CAT6 cabling. The new camera system consists of seventy (70) cameras in and around the Police Station and the Communications building.

This project includes installation of a complete end-to-end certified system for transmission of voice, data, and video signals. The system will be designed, installed, and tested to the proposed CAT6A specifications and single-mode fiber installation. It also includes replacing obsolete CAT5 and multi-mode fiber infrastructure. The work establishes new and enhances existing cable pathways, installation, termination of structured cabling at identified drop locations, labeling map, certification

testing, removal and demolition of pre-existing structured cables and patch panels. A written warranty commitment for a 10-year minimum is required, and the contractor is to be on-site for contiguous days until work is completed.

ANALYSIS:

On November 11, 2024, Purchasing issued Request for Proposal #25-05 (Attachment 1) on the City's bid portal. A mandatory pre-proposal conference was held, and the bid was closed on December 13, 2024. The proposals were evaluated based on the qualifications of experience of key personnel (45%), the qualifications of firm (30%), and cost (25%). The submittals were reviewed by the City of Costa Mesa IT Manager, City of Costa Mesa Deputy Public Works Director, and the City of Santa Ana IT Manager. The top three (3) proposals moved onto the interview phase of the evaluation. The evaluation team recommends BCS Consultants based on the scoring below.

RFP NO. 25-05 CAT6A Structured Cable, Fiber, and Verkada Camera Installation

Proposers	Proposal Scores	Interview Scores	Total	Rank
BCS	1340.25	1410	2750.25	1st
X-Act	1198.5	1270	2468.5	2nd
NetXperts	1242	Declined	1242	3rd

BCS Consultants had the highest score overall, by a margin of 8.9%. All three evaluators individually rated them as the best overall solution. Their photographic examples demonstrated an enterprise understanding that was of the highest level of detail. They also included strong documentation and engineering examples. BCS Consultants submitted a bid proposal in the amount of $740,684. The licenses and references of BCS Consultants have been checked, and staff have found them to be in good standing.

Therefore, staff recommend awarding BCS a Professional Services Agreement (Attachment 2) in the amount of $740,684 for a two-year term, with the option of a one (1) one-year renewal.

Staff is also seeking City Council authorization for a five percent (5%) contingency in the amount of $37,034 for unforeseen costs. The vendor's original proposal (Attachment 3) and revised proposal with updated pricing (Attachment 4) are provided. Upon City Council award of the Professional Services Agreement (Attachment 2), BCS Consultants will furnish the necessary bonds and insurance, which will be approved as to form by Risk Management. Upon the award and subsequent execution of the agreement, a "Notice to Proceed" will be issued.

The following locations will receive new CAT6A cabling:

Location	Address	# of Cabling
1. City Hall	77 Fair Drive	700
2. Communications	79 Fair Drive	128
3. Corporate Yard	2310 Placentia Avenue	48
4. Downtown Recreation Center	1860 Anaheim Avenue	96
5. Fire Station 2	800 West Baker Street	24
6. Fire Station 3	1865 Park Avenue	24

7. Fire Station 4	2300 Placentia Avenue	24
8. Fire Station 5	2450 Vanguard	24
9. Fire Station 6	3350 Sakioka Drive	24
10. Police Sub-Station	3333 Bristol Street	100
11. Senior Center	695 West 19th Street	96
12. Spare for all Sites	Various Addresses	164
13. Westside Sub-Station	565 West 18th Street	48
Cabling Drops Total:		**1,500**

ALTERNATIVES:

The City Council may decide not to authorize the project; however, staff does not recommend this action. Not proceeding with this project will prohibit the upgrade to a VoIP telephone system, as well as adversely affecting the Police Department's safety functions.

FISCAL REVIEW:

Funding for the Information Technology Department's CAT6A cabling project inclusive of the contingency is budgeted in the Information Technology Replacement Fund (Fund 603). Additional funding for this project, if needed, is available in savings from completed projects in the Information Technology Strategic Plan (ITSP).

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and Enhance the City's Facilities, Equipment and Technology.

CONCLUSION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute a Professional Services Agreement (PSA) for structured cable and camera installation to BCS Consultants, 9910 Irvine Center Drive, Irvine, CA 92618 in the amount of $740,684 for a two-year term, with the option for a one (1) one-year renewal.

2. Authorize a five percent (5%) contingency in the amount of $37,034 for unforeseen costs.

3. Authorize the City Manager or designee to execute future authorized amendments to the agreement.

REQUEST FOR PROPOSAL 25-05

FOR

CAT6A Structured Cable, Fiber & Verkada Camera Installation Services

Information Technology Department

CITY OF COSTA MESA

Released on November 14, 2024

RFP Facilitator: Mike Fuentes 714-754-5310

mike.fuentes@costamesaca.gov

REQUEST FOR PROPOSAL
FOR
CAT6A Structured Cable, Fiber and Verkada Camera Installation Services

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for CAT6A Structured Cable, Fiber and Verkada Camera Installation Services for the Information Technology Department. The awarded Contract, (hereinafter referred to as "Contract") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 year(s) with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $189.9 million and a total budget of over $240.10 million for fiscal year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2,

Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

3.	**Release of RFP**	**November 14 2024 at 5:00pm**
4.	**Mandatory Pre-Proposal Conference**	**November 21, 2024 at 8:00am**
5.	**Deadline for Written Questions**	**November 25, 2024 at 10:00am.**
6.	**Responses to Questions Posted**	**December 5 2024 at 5:00pm**
7.	**Proposals are Due**	**December 13, 2024 at 10:00am**
8.	**Interviews (if held)**	**January 21-22, 2025**
9.	**Approval of Contract**	**January/February 2025**

**All dates are subject to change at the discretion of the City.

Pre-Proposal Conference: **A MANDATORY Pre-Proposal conference** will be held on **November 21 at 8:00 a.m.** at various locations within City of Costa Mesa. A Pre-Proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award. Potential bidders must have a representative present at each walk through site to be eligible to bid.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Must pay/require payment of prevailing wages.

2. Must be an established business with a minimum of ten (10) years of industry experience.

3. Must be an accredited business with the Better Business Bureau.

4. Must be registered with a Cooperative Agreement that can be utilized by the City of Costa Mesa.

5. Must provide a brief summary of the company's qualifications, experience, capability, and professional certifications and licenses.

6. Must describe the size of the company, and indicate the principal, company official(s), and other personnel who will be assigned to work on the project.

7. Must provide three Municipal/County client references; please include contact information.

8. Must state whether the company is a party to a lawsuit with any public entity. If so, please provide the case number and a brief summary of the cause of action.

9. Must state whether the contractor has ever been a party to any contract that was terminated by any public entity; please include the name of the public entity, nature of the contract, and reasons for termination.

10. Must demonstrate satisfactory financial conditions to carry out the work.

11. Must possess licenses/permits required to perform structured cable installations in the specified jurisdiction.

12. Must be fully conversant and capable in the cabling of low-voltage applications such as, but not limited to, data, voice, and imaging network systems.

13. All structured cable connecting hardware must be made by an ISO 9001:2000 Certified Manufacturer. All products must meet the technical requirements listed in the RFP. Any products not meeting these requirements will not be considered.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

    1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

    3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

    4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

    5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

    2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

    3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another business name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

    4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

    5. How many years have you been in business under your present business name?

6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.

7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.

    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may or may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is

enclosed as **Appendix B,** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**. See No. 12 of this RFP below.

- **Checklist of Forms to Accompany Proposal:** The following is a list of the forms, **Appendix C** included in this RFP, which must be completed in full and included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
    6. Bidder/Applicant/Contractor Campaign Contribution
    7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
    - ✓ Cover letter stating the total lump sum fee.
    - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks, number of hours assigned for specific personnel and their basic hourly rates, mark up on supplies, if any, etc..

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis

- **Submission of Proposals:** ***Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on December 13, 2024. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received by the deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.***

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than November 25, 2024 at 10:00 A.M. The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

  From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed herein regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, California. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

  - **Insurance** - City requires that licensees, lessees, and Contractors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Title II, Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the most qualified responsive and responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Experience of Key Personnel ------- 45%**

2. **Qualifications of the Firm ----30%**

3. **Cost Proposal ---- 25%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most qualified or lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **January 21-22 2025** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest

ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items. Any Proposer who withdraws a Proposal will be ineligible to bid further on the work included in the RFP scope.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

   - Preparing Proposal in response to this RFP;
   - Submitting that Proposal to the City;
   - Negotiating with the City any matter related to the Proposal; and,
   - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 7920.000, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

   If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

   Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

   A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the

City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form in **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090, et seq., or Sections 87100, et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form in **Appendix C**.

12. **Conditions to Agreement:** The selected Proposer will execute a Professional Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

    All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

    Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, included in **Appendix C**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda and additional information will be posted to www.Planetbids.com

APPENDIX A

SCOPE OF WORK

Stage 1 Enterprise Cabling CAT6a

Install a complete end-to-end certified system for transmission of voice, data, and video signals. The system shall be designed, installed, and tested to the proposed Category 6A specifications, certified to a 10 GB speed to the desktop.

Replace the obsolete CAT5 infrastructure with CAT6A Infrastructure at all sites.

Establishing new and enhancing existing cable pathways to facilitate both initial installation and future growth.

Installation and termination of Category-6A network cabling at identified drop locations

Provide a Labeling map, CAD & PDF documentation of installed cable plant.

Category-6A certification testing and test results.

Removal and demolition of pre-existing network cable and patch panels post-migration.

Expanding existing penetrations may be required to expand pathways in some locations.

A written warranty of work for a 10-year minimum is required.

Contractor is to be on site for consecutive days until work is completed.

PLANS AND SPECIFICATIONS

The City of Costa Mesa does not possess CAD drawings of the subject. Floor plans are available for review via PDF.

Approximately 1,500 jacks across 13 site locations have been identified for this project.

Bidders will be given the opportunity for a walk-through of the facilities prior to submitting their bids.

Responses must use components outlined for the solution that are equal to or exceed the specification to meet the objectives outlined.

The Contractor shall not place any distribution cabling alongside power lines, or share the same conduit, channel, or sleeve with electrical apparatus.

The Contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded, and cable bends maintain the proper radius during the placement of the facilities.

All modular furniture outlets must be integrated to ensure properly sized “in-feeds” and pathway capacity. All cables exiting a wall cavity or floor sleeve must be protected until the cables enter the furniture system. Any costs for scheduling offsets or come-backs for dressing the furniture must be included in base bid price.

The maximum run of cable from any workstation to an IDF closet, or to the MDF shall not exceed 290 linear feet with an allowance for patch cords. The overall length of the circuit (including patch cords) from desktop device to LAN equipment shall not exceed 328 feet (100 meters).

All data station cables shall terminate sequentially on termination panels where they will be patched with RJ-45 patch cables of appropriate length to the network switch.

All data station cables shall be terminated onto rack-mounted patch panels. Patch panels shall be flat modular patch panels.

The contractor shall provide all CAT6A patch cables required for completing Ethernet connections between the equipment patch panels and station patch panels. Provide one (1) patch cord of the appropriate size for each data cable installed. These patch cables shall be double ended RJ-45 TIA Category 6A cable.

No cabling will be permitted to be installed on ceiling or black iron. All cabling is to have an independent support system.

CABLING REQUIREMENTS

All network drops shall consist of Category-6A, white, plenum-rated cables, patch panels, and white jacks.

All network riser cables shall be AWG copper and white in color.

Cable distance shall not exceed 290 feet (88 meters).

A 6 foot service loop will be provided within 10 feet of each termination.

A minimum bend radius of 1-inch shall be respected for all cabling.

The maximum bundle size is 24 cables.

Cable bundles shall use Velcro fastening.

Each drop will make use of a white keystone termination and appropriate faceplate.

Patch panels and keystones shall be Cat-6A rated.

Pathways will be serviceable and consist of conduit and appropriate grommet and firestop (if applicable) for any wall or floor penetration; cable tray or EMT conduit for any exposed cabling pathway; and appropriate J-hooks above drop ceiling.

Cabling shall not be laid on ceiling grid structure, ceiling tiles or supported on any structure not specifically designed for supporting cables. If a cable tray is not present, provide cable supports at intervals of every 4 – 6 feet.

Cable supports shall be “J” hooks or other supporting devices with a minimum 1-inch cable-resting surface.

Cable support devices shall be independently suspended from or attached to building structure or walls. Cable sag between supports shall not exceed 12 inches.

LABELING AND DOCUMENTATION

A 4-character labeling scheme, referred to as “Jack ID” hereafter, shall be used for all network drops as follows:

A numerical digit 0-5 indicating the floor (example: 0 for basement, 1 for first floor, 2 for 2nd floor, etc.).

A two-digit numerical identifier representing the wall or biscuit box for the drop to correspond with the patch panel port.

A single letter, A – Z indicating the patch panel.

When a box provides multiple jacks, jacks are to be ordered left to right, top to bottom; like reading a book.

No punctuation shall be used.

Example identifiers: 101A, 101B, 201A, 201B.

For each cable the Jack ID shall appear using printed permanent labeling in 4 locations:

Each end of the cable within 1 feet of termination.

Above each patch panel port.

On the box or faceplate of the drop, once (e.g., 101A and 101B).

Each office that requires two network drops will be paired with the same patch panels and ports identifier (example: 101A & 101B).

An as-built floor plan with drop locations will be provided in electronic form (CAD and PDF) must be given to the City before the job is completed.

COMPONENTS

24 or 48-port Category-6A TrendNet patch (Model TC-KP24S/ TC-KP48S) panels based on need; each patch panel will be spaced 1RU or equivalent.

TrendNet Keystone (Model TC-K06C6A) Jack systems or equivalent.

Cat6a cabling will be CommScope or equivalent.

RJ45 Jacks for Cat6a will be CommScope or equivalent.

Drops that are in the ceiling will be terminated in a surface mount box unless directly plugged into a POE Camera. POE Camera will require a direct RJ45 connection. CommScope or equivalent, depending on need.

COPPER 6A TESTING

All category 6A field-testing shall be performed with a Fluke Networks DTX-1800 tester or better.

Category 6A balanced twisted-pair horizontal and backbone cables, whose length does not exceed 90 meters (295 feet) for the basic link, and 100 meters (328 feet) for the channel shall be 100 percent tested according to ANSI/TIA/EIA-568-B.1. Test parameters include wire map plus ScTP shield continuity (when present), length, NEXT loss (pair-to-pair), NEXT loss (power sum), ELFEXT loss (pair-to-pair), ELFEXT loss (power sum), return loss, insertion loss, propagation delay, and delay skew.

TEST EQUIPMENT CRITERIA

All balanced twisted-pair field testers shall be factory calibrated each calendar year by the field test equipment manufacturer as stipulated by the manuals provided with the field test unit. The calibration certificate shall be provided for review prior to the start of testing.

Automatic test settings provided in the field tester for testing the installed cabling shall be set to the default parameters.

Test settings selected from options provided in the field testers shall be compatible with the installed cable under test.

Test results will be labeled using the Jack ID and provided as a single report.

Test results will include a pass-fail summary followed by detailed test results for each Jack ID.

SYSTEM WARRANTY

A ten (10) year or greater warranty available for the category 6A structured cabling system shall be provided for an end-to-end channel model installation which covers cable, connecting hardware and the labor cost for the repair or replacement thereof.

LOCATIONS

#	NAME	TYPE	ADDRESS	# of Drops(approx.)
1.	City Hall	City Facility	77 Fair Dr	700
2.	Corporation Yard	City Facility	2310 Placentia Ave	96
3.	Neighborhood Community	Community Ctr	1845 Park Ave	48
4.	Downtown Recreation Ctr	Community Ctr	1860 Anaheim Ave	96
5.	Senior Center	Community Ctr	695 W 19th St	96
6.	Fire Station 2	Fire Department	800 W Baker St	24
7.	Fire Station 3	Fire Department	1865 Park Ave	24
8.	Fire Station 4	Fire Department	2300 Placentia Ave	24
9.	Fire Station 5	Fire Department	2450 Vanguard Way	24
10.	Fire Station 6	Fire Department	3350 Sakioka Dr	24
11.	Communications	PD	79 Fair Dr	128
12.	Westside Substation	PD	565 W 18th St	48
13.	South Coast Plaza Sub	PD	3333 Bristol St	24

Note: Approximately 1,356 network drops but quote for **1500** Network connections in totality.

Stage 2 Verkada Camera Install CAT6 enhanced

Install a complete end-to-end certified system for transmission of voice, data, and video signals for the Police Department. The system shall be designed, installed, and tested to the proposed Category 6 (Cat6) Enhanced specifications, and certified to a 1 GB speed to the Power over Ethernet (PoE) Verkada IP Cameras.

Contractor will provide thirty-five (35) Cat6 Enhanced cable for 32 Verkada Cloud Cameras and 3 Viewing Stations. Terminate, certification test, and label each cable.

Normal business hours are 8:00 a.m. to 5:00 p.m., Monday – Thursday, and every other Friday. After hours work will be required for at least 50% of the total hours.

Contractor will provide new conduit where required. Conduit is to be painted to match existing interior/exterior colors. It is assumed that all the existing conduit raceways for each of the exterior and interior cabling pathways will be reusable to pull the existing cabling out of the conduit and pull the new cable in without additional conduit required.

Contractor will furnish PoE and Network Extenders for Verkada Cameras if required.

Replace the obsolete Cat5/coax infrastructure with Cat6 Enhanced Infrastructure for the Verkada Camera Installation.

Establishing new and enhancing existing cable pathways to facilitate initial installation and future growth.

Installation and termination of Cat6 Enhanced network cabling at identified drop locations.

Labeling map, CAD, and PDF documentation of installed cable plant.

Cat6 Enhanced certification testing and test results.

Removal and demolition of pre-existing network cable and patch panels post-migration.

Expanding existing penetrations may be required to expand pathways in some areas.

A written warranty of work for a 10-year minimum is required.

Contractor is to be on-site for consecutive days until work is completed.

Contractor to point and tilt Verkada camera with final views being approved by City team. Access to Verkada Command application will be provided to Contractor for initial views of cameras.

CAMERA LOCATIONS

NAME	ADDRESS	# of Drops
Police Department	79 Fair Drive, Costa Mesa CA 92626	35

A. Map will be provided by the City.
B. Interior camera locations for the Police Station and the Communications Building with Verkada 60-day retention cameras:
    1. Main visitor lobby
    2. Lobby behind counter
    3. Lobby door (eye level)
    4. Lobby hallway/restrooms
    5. Property entry

6. Safe room C1
7. Safe room C2
8. Gun storage
9. Front desk/package hallway
10. Northeast hallway around jail by break room patio door
11. Room next to the patio door

C. Exterior camera locations for the Police Station and Communications Building. Exterior areas with Verkada 60-day retention cameras:
    12. Front lobby entrance
    13. North visitor parking lot
    14. North visitor entrance (LPR Mode)
    15. Front walkway outside of the main entrance
    16. Front walkway outside of Property
    17. Front northeast corner walkway
    18. Northeast pedestrian gate
    19. East vehicle gate
    20. Communications parking lot
    21. Back of Communications building
    22. Southwest corner of Communications building
    23. Northwest corner of Communications building
    24. Communications north entry door (by phone)
    25. Southwest vehicle gate
    26. East parking pedestrian gate
    27. East parking northeast helicopter pad
    28. Crime scene evidence door
    29. Northwest parking area helicopter pad
    30. Northwest parking area southwest entry
    31. Northwest vehicle gate
    32. West entrance

D. View Station Locations:
    33. Watch Commander# 1 – 1 New View Station with 1 new 43" Displays and Ceiling Hung Mounts
    34. Watch Commander# 2 – 1 New View Station with 1 new 43" Displays and Ceiling Hung Mounts
    35. Communications – 1 New View Station with 1 New 75" Display and Wall or Ceiling Mount

PLANS AND SPECIFICATIONS

The City of Costa Mesa does not possess CAD drawings of the existing infrastructure. Floor plans are available for review via PDF.

Approximately 35 jacks in the Police Department have been identified for this project.

Proposers will be given the opportunity for a walk-through of the facility prior to submitting their proposals.

Responses must use the listed components (or equivalent) for the solution to meet the objectives outlined.

Contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities.

All cables exiting a wall cavity or floor sleeve must be protected until the cables enter the furniture system. Any exterior conduit run must be outdoor-rated metal and painted to match the building. Any costs for scheduling, painting, offsets, or come-backs for dressing the installation must be included in the base proposed price.

The maximum run of cable from any workstation to an IDF closet, or to the MDF shall not exceed 290 linear feet with an allowance for patch cords. The overall length of the circuit (including patch cords) from desktop device to LAN equipment shall not exceed 100 meters (328 feet).

All data station cables shall terminate sequentially on termination panels where they will be patched with RJ-45 patch cables of appropriate length to the network switch.

All data station cables shall be terminated onto rack-mounted patch panels. Patch panels shall be flat modular patch panels.

Contractor shall provide all Cat6 Enhanced patch cables required for completing Ethernet connections between the equipment patch panels and station patch panels.

No cabling will be permitted to be installed on ceiling or black iron. All cabling is to have an independent support system.

CABLING REQUIREMENTS

All network drops shall consist of Cat6 Enhanced, orange plenum rated cables, patch panels, and yellow jacks.

All network riser cable shall be AWG copper and yellow in color.

Cable distance shall not exceed 288 feet (88 meters).

A 6-foot service loop will be provided within 10 feet of each termination.

A minimum bend radius of 1-inch shall be respected for all cabling.

The maximum bundle size is 24 cables

Cable bundles shall use Velcro fasteners.

Patch panels and keystones shall be Cat6 Enhanced rated.

Pathways will be serviceable and consist of conduit and appropriate grommet and firestop (if applicable) for any wall or floor penetration; cable tray or EMT conduit for any exposed cabling pathway; and appropriate J-hooks above drop ceiling.

Cabling shall not be laid on ceiling grid structure, ceiling tiles, or supported on any structure not specifically designed for supporting cables. If a cable tray is not present, provide cable supports at intervals of every 4 – 6 feet.

Contractor shall not place any distribution cabling alongside power lines, or share the same conduit, channel, or sleeve with electrical apparatus.

Cable supports shall be J-hook or other supporting devices with a minimum 1-inch cable-resting surface.

Cable support devices shall be independently suspended from or attached to building structure or walls. Cable sag between supports shall not exceed 12 inches.

Stage 3: Single Mode Campus Fiber

Contractor will provide Fifteen (15) Single mode Campus Fiber Optic Backbone Cables based on the preexisting locations, utilizing the building ceiling spaces and existing conduits/sleeves between each floor and building.

Contractor will provide demo of the existing Multimode Fiber Cables after City of Costa Mesa has cut over all existing network connection to the new fiber Optic cables.

The fiber pathways will include a 1" Innerduct for all ceiling and ladder rack pathways where Armored Fiber cabling is not used.

All fiber will be terminated into Rack or Wall Mounted Fiber Cabinets as applicable, with LC Duplex Coupler Panels and LC Fusion Splice Pigtails.

Contractor will provide all Fiber Optic Patch Cables to enable all fiber point to point connections.

Contractor will provide and install fusion splice cassettes at all termination points.

The following 15 campus fiber backbones have been requested located at 77, 79 & 99 Fair Drive & 2450 Vanguard Way, Costa Mesa, CA 92626:

City Hall Server Room

1. 24Fiber CH Server Rm/CH Net Rack – to – CH Server Rm/PD Server Cabinet
2. 24Fiber CH Server Rm/PD Net Rack – to – CH Server Rm/PD Server Cabinet

City Hall IDFs

3.12Fiber CH Server Rm/CH Net Rack – to – CH Basement IDF
4. 12Fiber CH Server Rm/CH Net Rack – to – CH 1st Floor Video Rm IDF
5.12Fiber CH Server Rm/CH Net Rack – to – CH 2nd Floor IDF
6.12Fiber CH Server Rm/CH Net Rack – to – CH 3rd Floor IDF
7.12Fiber CH Server Rm/CH Net Rack – to – CH 4th Floor IDF
8.12Fiber CH Server Rm/CH Net Rack – to – CH 5th Floor IDF

Campus Interconnect Outdoor Fiber Cables

9. 24Fiber CH Server Rm/PD Net Rack – to – Communications Building
10. 12Fiber Communications Building – to – Fire Station #5
11. 12Fiber CH Server Rm/CH Net Rack – to – PD Fuel Pump Shack Wall Mount
    a. Fuel Pump 1” conduit will need to be surveyed, to assure new fiber will be able to be pull into the existing conduit.
12.12Fiber CH Server Rm/CH Net Rack – to – PD Helicopter Pad Wall Mount

Police Department

13.12 Fiber PD Basement – to – PD 1st Floor IDF
14.12 Fiber PD Basement – to – PD 2nd Floor IDF
15. 12 Fiber PD Basement – to – PD 1st Floor EOC IDF

Stage 4 EOC IDF Rack relocation and re-termination of new connections

Contractor will remove fiber enclosures and pull fiber back to new IDF location.
Contractor will remove copper cables from patch panels and pull cables back to new IDF location.
Contractor will remove IDF rack and relocate to new IDF location.
Contractor will remove ladder racking and reuse as necessary for new location.
Contractor will install ladder rack, fiber enclosures, copper patch panels onto IDF rack.
Contractor will dress and load fiber into fiber enclosures.
Contractor will re-terminate and retest all copper & fiber cables on to existing panels.
Contractor will provide and Install 80 new Cat6a cables that won’t reach from previous IDF location to new IDF location.
Contractor will provide Cat6a patch panels and keystones as needed
Contractor will provide 80 Cat6a network patch cables
Contractor will terminate test and label newly install Cat6a cables.

LABELING AND DOCUMENTATION

A 4-character labeling scheme (Jack ID) shall be used for all network drops as follows:

A numerical digit 0 – 5 indicating the floor (i.e., 0 for basement, 1 for first floor, 2 for second floor, etc.).

A two-digit numerical identifier representing the wall or biscuit box for the drop to correspond with the patch panel port.

A single letter A – Z indicating the patch panel.

When a box provides multiple jacks, they are to be ordered left to right, top to bottom.

No punctuation shall be used.

Example identifiers: 101A, 101B, 201A, 201B.

For each cable, the Jack ID shall appear using printed permanent labeling in 4 locations:

Each end of the cable within 1 foot of termination;
Above each patch panel port;
On the box or faceplate of the drop, once (i.e., 101A and 101B).

An as-built floor plan with drop locations will be provided in electronic form (CAD and PDF) to the City before the job is completed.

COMPONENTS

24-port or 48-port Cat6 TrendNet patch (Model TC-KP24S/ TC-KP48S) panels based on need; each patch panel will be spaced 1RU.

TrendNet Keystone Yellow Jack systems or equivalent.

Cat6 Enhanced cabling will be CommScope or equivalent.

RJ45 Jacks for Cat6 will be CommScope or equivalent.

PoE camera will require a direct RJ45 connection, CommScope, or equivalent.

Corning fiber connections, fiber, splice cassette, housing panels, etc., or equivalent.

2 new Samsung 43” Commercial 24X7 TV Monitors & Mount

1 new Samsung 75” Commercial 24X7 TV Monitor & mounts

COPPER 6 TESTING

All Cat6 Enhanced field-testing shall be performed with a Fluke Networks DTX-1800 tester or better.

Cat6 balanced twisted-pair horizontal and backbone cables, whose length does not exceed 90 meters (295 feet) for the basic link, and 100 meters (328 feet) for the channel shall be 100 percent tested according to ANSI/TIA/EIA-568-B.1. Test parameters include wire map plus ScTP shield continuity (when present), length, NEXT loss (pair-to-pair), NEXT loss (power sum), ELFEXT loss (pair-to-pair), ELFEXT loss (power sum), return loss, insertion loss, propagation delay, and delay skew.

TEST EQUIPMENT CRITERIA

All balanced twisted-pair field testers shall be factory calibrated each calendar year by the field test equipment manufacturer as stipulated by the manuals provided with the field test unit. The calibration certificate shall be provided for review prior to the start of testing.

Automatic test settings provided in the field tester for testing the installed cabling shall be set to the default parameters.

Test settings selected from options provided in the field testers shall be compatible with the installed cable under test.

Test results will be labeled using the Jack ID and provided as a single report.

Test results will include a Pass/Fail summary followed by detailed test results for each Jack ID.

SYSTEM WARRANTY

A ten (10) year or greater warranty available for the Cat6 structured cabling system shall be provided for an end-to-end channel model installation which covers cable, connecting hardware, and the labor cost for the repair or replacement thereof.

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

CITY OF COSTA MESA
INSTALLATION & MAINTENANCE SERVICES AGREEMENT
WITH
BCS CONSULTANTS, INC.

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 4th day of August, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BCS CONSULTANTS, INC., a California corporation ("Contractor").

W I T N E S S E T H :

A. City proposes to utilize the services of Contractor as an independent contractor to provide maintenance of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal, RFP 25-05 ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or

classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to harassment, workplace violence, discrimination, minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City, or confidential information relating to the City's computer and security systems and programs. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit C. Contractor's total compensation shall not exceed Seven Hundred Forty Thousand Six Hundred Eighty Three Dollars and Fifty One Cents ($740,683.51).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 2 years, ending on August 3, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This agreement may be extended by one (1) additional one (1) year period upon mutual agreement of both parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based

on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

BCS Consultants, Inc.
9910 Irvine Center Drive
Irvine, CA 92618
Tel: (949) 333-1000
Attn: Sunny Rajab, CEO

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-4837
Attn: Rupsi Burman

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term

of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to 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.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. 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.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of 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.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its

fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

[Signature page follows.]

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

CONTRACTOR

_____ Date: _____
Signature

_____
Sunny Rajab, CEO

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Rupsi Burman
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Steve Ely
IT Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

BCS 20 ANNIVERSARY YEAR

COMMUNICATE • CONNECT • COLLABORATE

PROPOSAL

Innovative and customized solutions your business needs to

COMMUNICATE ● CONNECT ● COLLABORATE

We have prepared a quote for you

RFP 25-05 Enterprise Cabling, Cameras, Fiber, EOC

Quote # 040837 Version 1

Prepared for:

City of Costa Mesa

Mike Fuentes
mike.fuentes@costamesaca.gov

Prepared by:

BCS Consultants

Sunny Rajab
srajab@bcsconsultants.com

9910 Irvine Center Drive | Irvine | CA | 92618
www.bcsconsultants.com | (949) 333-1000

Friday, December 13, 2024

City of Costa Mesa
Mike Fuentes
77 Fair Drive
Costa Mesa, CA 92626
mike.fuentes@costamesaca.gov

Dear Mike,

Please accept the following BCS Consultants Proposal for the Request for Proposal 25-05. We sincerely appreciate the opportunity to present this proposal for your consideration.

Founded in 2001 BCS Consultants is a technology-driving women owned, single-source solution provider of audiovisual, security, network, cabling, and wireless solutions, offering various products and services under one roof. We will provide all the services for your project based from our Headquarters at 9910 Irvine Center Dr, Irvine CA 92618.

We specializes in Design/Consultation, Project Management, and Implementations such as this and for every communication and data facet of running a business, so we understand how it's all connected.

BCS has provide Network Cabling and Verkada Camera installation services for the City of Costa Mesa since 2022, and is one of the first Verkada Partners working as an integrator for them since 2019.

We have greatly appreciated working with the City for the past couple of years in provide design and estimating services for this project. Throughout this process we have become extremely familiar with the requirements for this project and our confident we can deliver this as a successful project for you this next year.
Thank you again for providing BCS Consultants with the opportunity to provide you with a proposal.

Your BCS Team

[redacted]

Sunny Rajab
CEO
BCS Consultants

Stage 1 Background & Project Summary

Stage 1 - Enterprise Cabling Cat6A

- BCS will provide a New Enterprise Structured Cabling System end-to-end certified for transmission of voice, data, and video signals as specified with the RFP with Category 6A specifications.
    - The purpose of the new infrastructure is to replace the existing obsolete Cat 5 infrastructure across 13 Site locations listed below.
    - This stage of the project will include a complete Survey/Design of the new Infrastructure Cabling required for each building with the City IT personnel, Installation Floor Plans created for each building, Installation & Termination of end-to-end infrastructure and pathways, Certification Testing/Administrative Labeling/As-Builts of every location, Demo/Removal of the existing infrastructure, and a 15 Year Certified Warranty.
    - The Base Scope includes One Thousand, Five Hundred (1,500) Cat6A cables for the City of Costa Mesa at the following locations:

        1. City Hall, 77 Fair Dr - 700 Cables
        2. Corporate Yard, 2310 Placentia Ave - 96 Cables
        3. Neighborhood Community, 1845 Park Ave - 48 Cables
        4. Downtown Recreation Center, 1860 Anaheim - 96 Cables
        5. Senior Center, 695 W 19th St - 96 Cables
        6. Fire Station 2, 800 Baker St - 24 Cables
        7. Fire Station 3, 1865 Park Ave - 24 Cables
        8. Fire Station 4, 2300 Placentia Ave - 24 Cables
        9. Fire Station 5, 2450 Vanguard Way - 24 Cables
        10. Fire Station 6, 3350 Sakioka Dr - 24 Cables
        11. Communications, 79 Fair Dr - 128 Cables
        12. Westside Substation, 565 W 18th St - 48 Cables
        13. South Coast Plaza Sub, 3333 Bristol St - 24 Cables

*144 Cables locations to be determined during site surveys and walk throughs of each building

- All Stage 1 Bid Cabling will be provided per RFP specifications and summarized below
    - Material Product Data Submittals for City review of all cabling plant for new Cat6A White cabling, Patch Panels, Jacks, Wall Plates, Supports, all to be provided.
    - Coordinate with City IT on labeling scheme with identification of Outlets/Panels
    - Ensure designed infrastructure meets EIA/TIA distance limitations
    - Coordinate with City on each existing building MDF or IDF location and propose as needed additional improvements to be reassessed in project budget
    - Design infrastructure pathways for utilization of new and existing pathways
    - Support cables with existing/new support infrastructure with 6' Service Loops
    - Maintaining cables bend radius/bundle sizes, dress with Velcro cable straps
    - Fire stop any cabling penetrations utilized where applicable
    - Certification Test Results for all cables with Fluke Tester DTX1800 or better
    - Process and submit Certification Plus System 15 Year Warranty for the network cabling
    - Provide removal/demo of existing network cables and patch cables no longer in use

Stage 2 Background & Project Summary

Stage 2 Verkada Camera Install Cat6 enhanced

- BCS will provide New Thirty-five (35) Cat 6 Enhanced cables with end-to-end connectivity to provide service for the installation of 32 Verkada Cloud Cameras and 3 Viewing Stations at the City of Costa Mesa Police Dept/Comm Buildings and Parking
- This stage of the project will include a complete new Infrastructure Cabling required for each security device/location listed, Installation Floor Plans created for each building, Installation & Termination of end-to-end infrastructure and pathways, Certification Testing/Administrative Labeling/As-Builts of every location, Installation of the New Cameras, Mounts, Displays, and Viewing Stations, Demo/Removal of the existing infrastructure and cameras, and a 15 Year Certified Warranty on the infrastructure.
- We have included the POE network extenders for each of the camera locations previously surveyed that will need to be included.
- BCS will provide new cable raceway for 6 locations reviewed with City during original walk through assessment. It is assumed that all the existing conduit raceways for each of the exterior and interior cabling pathways will be reusable to pull the existing cabling out of the conduit and pull the new cable in without additional conduit required.
- BCS will furnish POE Extenders for locations identified during the walk through. Any locations to be MultiSensor locations, City to furnish POE Verkada Injector/switch within distance.
- City of Costa Mesa responsible for providing all POE switch ports with internet connectivity and shared access to Verkada Command with installers while onsite to allow for camera adjustments.
- City of Costa Mesa is responsible for pre-activation, naming, settings setup and firmware updates of all cameras prior to camera installation.

- All Stage 2 Bid Cabling will be provided by BCS based on the RFP specification as summarized below
    - Site Surveys of each Building, Preliminary cabling floor plan drawings for approval and finalized AsBuilts
    - Material Product Data Submittals for City review of all cabling plant for new Cat6 cabling
    - Coordinate with City IT and provide an approved labeling scheme with identification on each end at Outlet and Patch Panel
    - Ensure designed infrastructure meets requirements to provide all cabling within 295 feet from Outlet to Patch Panel
    - Coordinate with City on each existing building MDF or IDF locations for camera cabling
    - Design infrastructure pathways for utilization of new and existing pathways
    - Support all cables with JHooks and independent supports or utilization of existing conduits where applicable
    - Maintaining cables bend radius and service loops
    - Support and dress all cables with Velcro cable straps
    - Fire stop any cabling penetrations utilized where applicable
    - Certification Test Results for all cables with Fluke Tester DTX1800 or better
    - Process and submit Certification Plus System 15 Year Warranty for the network cabling
    - Coordinate for removal and demo of existing network cables and cameras

Stage 2 Background & Project Summary

- The following locations will be included per the RFP

Interior Camera Locations for Police/Comm. Station Buildings with Verkada 60 Day Cameras:

*Main Visitor Lobby
*Lobby Behind Counter
*Lobby Door (Eye Level)
*Lobby Hallway/RR
*Property Entry
*Safe Room C1
*Safe Room C2
*Gun Storage
*Front Desk/Package Hallway
*NE Hallway around Jail by Break Patio Door
*Room next to Patio Door

Exterior Camera Locations for Police/Comm. Exterior Areas with Verkada 60 Day Cameras:

*Front Lobby Entrance
*North Visitor Parking
*North Visitor Entrance (LPR Mode)
*Front Walkway outside Main Ent
*Front Walkway outside Property
*Front NE Corner Walkway
*NE Pedestrian Gate
*E Vehicle Gate
*Comm Prk. Lot
*Back of Comm. Bldg.
*SW Corner of Comm. Bldg.
*NW Corner of Comm. Bldg.
*Comm N. Entry Door (by Phone)

[Note: BCS has included a new Verkada Video Intercom in our bid to replace phone/camera]

*SW Vehicle Gate
*E Pkg Ped Gate
*E Pkg NE Hel. Pad
*CSE Door
*NW Prk Hel. Pad
*NW Prk. SW Entry
*NW Veh. Gate
*W. Entry

Viewing Station Locations:

*Watch Commander#1 & 2 - 2 New View Stations and 2 New 43" Displays and Ceiling Hung Mounts
*Communications - 1 New Station with 1 New 65" Display and Wall or Ceiling Mount

Stage 3 Background & Project Summary

- BCS will provide Eighteen (18) Singlemode Fiber Optic Backbones Cabling utilizing the building ceiling spaces and existing conduits/sleeves between each floor and building.
- The fiber pathways with 1" Innerduct for ceiling/ladder rack pathways where no Armor is present
- All fiber will be terminated into Rack or Wall Mounted Fiber Cabinets as applicable, with LC Duplex Coupler Panels and LC Fusion Splice Pigtails.
- All Fiber will be Certification Tested and BCS will coordinate with the City to provide a common easy to use Fiber Administrative Labeling Scheme for all connectivity.
- The following fiber backbones have been requested;
    - City Hall Server Room
        - 24Fiber CH Server Rm/PD Net Rack – to – CH Server Rm/PD Server Cabinet
        - 24Fiber CH Server Rm/CH Net Rack – to – CH Server Rm/PD Server Cabinet
    - City Hall IDFs
        - 12Fiber CH Server Rm/CH Net Rack – to – CH Basement IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 1st Floor Video Rm IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 2nd Floor IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 3rd Floor IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 4th Floor IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 5th Floor IDF(1U)
    - OSP Fiber Cables
        - 24Fiber CH Server Rm/PD Net Rack – to – Comm. Bldg(#4-2U)
        - 12Fiber Comm. Bldg – to – Fire Station(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – PD Fuel Pump Shack Wall Mt(2PWM)
        - 12Fiber CH Server Rm/CH Net Rack – to – PD Helicopter Pad Wall Mt(2PWM)
    - Police Dept.
        - 12Fiber PD Basement – to – PD 1st Floor IDF(1U)
        - 12Fiber PD Basement – to – PD 2nd Floor IDF(1U)
        - 12Fiber PD Basement – to – PD 1st Floor EOC IDF(1U)
    - Downtown Rec Center Campus
        - 12Fiber DRC - to - Norma Hertzog Community Center
        - 12Fiber DRC - to - Donald Dugan Library
        - 12Fiber DRC - to - Aquatics Center
- After Costa Mesa IT cut over existing connections to new fiber, BCS will demo existing fiber.

Stage 4 Background & Summary

EOC Rack Relocation

>BCS will provide the relocation of the existing EOC IDF to include

- Remove fiber enclosures and pull fiber back to new IDF location.
- Remove copper cables from patch panels and pull cables back to new IDF location.
- Remove IDF rack and relocate to new IDF location.
- Remove ladder racking and reuse as necessary for new location.
- Install ladder rack, fiber enclosures, copper patch panels back onto IDF rack.
- Dress and load fiber into fiber enclosures.
- Re-terminate and retest all copper & fiber cables on to existing panels.
- Provide and Install 80 new Cat6a cables that won't reach from previous IDF location to new IDF location.
- Provide Cat6a patch panels and keystones as needed
- Provide 80 Cat6a network patch cables
- Terminate test and label newly install Cat6a cables.
- All Stage 4 Bid Cabling will be provided per RFP specifications and summarized below
    - Material Product Data Submittals for City review of all cabling plant for new Cat6A White cabling, Patch Panels, Jacks, Wall Plates, Supports, all to be provided.
    - Coordinate with City IT on labeling scheme with identification of Outlets/Panels
    - Ensure designed infrastructure meets EIA/TIA distance limitations
    - Coordinate with City on each existing building MDF or IDF location and propose as needed additional improvements to be reassessed in project budget
    - Design infrastructure pathways for utilization of new and existing pathways
    - Support cables with existing/new support infrastructure with 6' Service Loops
    - Maintaining cables bend radius/bundle sizes, dress with Velcro cable straps
    - Fire stop any cabling penetrations utilized where applicable
    - Certification Test Results for all cables with Fluke Tester DTX1800 or better
    - Process and submit Certification Plus System 15 Year Warranty for the network cabling
    - Provide removal/demo of existing network cables and patch cables no longer in use

Method of Approach

After review of the project, the site bid walk through and from our previous experience working in the City buildings we'd like to propose the following implementation plan. This approach can be coordinated to be adjusted as needed. Each step within this approach will include each Stage for consideration and based upon what the City agrees to.

- Project Kickoff: Meeting with the City to discuss the project including but not limited to Building Priorities, Network Cabling, Schedule, Funding Approval, Review of City existing plans
    - Product Data Submittals will be provided to include cut sheets on all products proposed for City review
    - BCS will provide a digital shared drive to document storage for plans, test reports, meeting notes, progress photos and additional documentation for the project
    - Identify Project Contacts for City to coordinate access to all buildings

- Predesign Coordination:
    - BCS to use existing City provided plans to develop preliminary schematic base floor plans
    - Preliminary Schedule to be created based of kick off meeting

- Detailed Design/Review:
    - BCS will schedule initial building surveys to verify floor plans for detailed design plans, adjustments to plans, gather visible network cabling requirements for each site and to obtain preliminary infrastructure assessment information.
    - The completed detailed design plan and assessment for each building will be provided to the City for review.
    - BCS will coordinate a meeting, conference call, or approval walk through to BCS PM, City IT Dept. and any additional City Personnel that may be required to determine final requirements.

- Installation:
    - Site installation schedule to be coordinated with priorities to be determined with City IT Personnel. The following we understand is a list of priority, but will provide separate project teams as needed to execute with diligence.
        - Verkada Camera Installation
        - Fiber Backbone Installation
        - CAT6A Upgrade
        - EOC
    - Technician site kick off
    - QA walk throughs of each site in progress weekly
    - Progress/Coordination meetings and progress reports weekly for City
    - Additional coordination daily/weekly as Cameras are brought online for the Police Dept/Comm installation to verify FoV approval
    - Asbuilts and test results will be provided for each building as they are completed
    - Final walk through for sign off of each site with City
    - Project Closeout Manuals provided on all building plans both electronic and hard copies

Qualifications & Experience

General Company information

- Company name: Afsaneh Enterprises, Inc. dba BCS Consultants (BCS)
- Address since 2008: 9910 Irvine Center Drive, Irvine, CA 92618
- Phone number: (949) 333-1000, Fax number: (949) 333-1001
- Website: www.bcsconsultants.com

Firm Background & Licensing:

- Established: 2001 S. Corporation, Federal Tax ID#: 33-0985618
- Afsaneh Rajab, Chairman, Secretary, Treasurer
- Special company classifications: SWBE (100% woman-owned)
- California contractor's license number: C7, C28 # 852163, Expires 1/31/25
- California Alarm License - ACO7989
- Costa Mesa Business License #RCON-23-0921, Expires 10/31/25
- CMAS Approved File #20216606065

Community & Charitable Contributions

- **https://www.bcsconsultants.com/about/community/**

Personnel & bid contacts.

- Account Contact:
  - Sunny Rajab (email: srajab@bcsconsultants.com, direct: 949-333-1007)
- Project Contact:
  - William Lowden (wlowden@bcsconsultants.com, , direct: 949-333-1041)
- Accounting Contact:
  - Sarah Sheldon (email: ssheldon@bcsconsultants.com, direct: 949-333-1005)

Qualifications & Experience

Client Reference #1	**City Hall of Costa Mesa**
Contact Name	Michael Steinke
Title	Information Technology Manager
Address	77 Fair Drive Costa Mesa, CA 92626
Phone Number	(714) 754-4879
Email Address	michael.steink@costamesaca.gov
Project Description	Current Approved Contractor for Cabling & Camera Installations
Client Reference #2	**KPRS – OC Great Park**
Contact Name	Assaf Nacshon
Title	Senior Project Manager
Address	2850 Saturn Street Brea, CA 92821
Phone Number	(714) 381-8796
Email Address	assafn@kprsinc.com
Project Description	2 Year Cabling, Wifi for Great Park – Prevailing Wage Project
Client Reference #3	**Costa Mesa – Downtown Recreation Center**
Contact Name	Michael Steinke
Title	Information Technology Manager
Address	9870 Research Drive Irvine, CA 92618
Phone Number	(949)278-2629
Email Address	Acooper@coopermcmanus.com
Project Description	City Hall & Lions Park Camera Upgrades
Client Reference #4	**Arthur Cooper**
Company Name	Professional Partners & Practices
Title	Owner
Address	9870 Research Drive Irvine, CA 92618
Phone Number	(949)278-2629
Email Address	Acooper@coopermcmanus.com
Project Description	$250,000 Audio Visual, Cabling, & Network
Client Reference #5	**Irvine Company**
Contact Name	Kevin Hooper
Title	Director, Construction Services
Address	111 Innovation, Irvine. CA 92617
Phone Number	(949)720-4308
Email Address	Khooper@irvinecompany.com
Project Description	Cabling, Security, and Audio Visual for Irvine. Co. And their tenants.

Qualifications & Experience

The BCS Consultants Story & Mission Statement

BCS Consultants is committed to providing technological consulting and design solutions from inception to execution for: Audio/Visual, Telecommunication, Structured Cabling, Security, Network IT, and Wireless Technology. BCS customizes engineered solutions to fit your specific needs while maintaining cost-efficiency. BCS strives to stay on the forefront of innovative technology, delivering the most high-tech solutions that allows our clients to ensure success and productivity through efficient communication, collaboration, and connectivity.

BCS Consultants is proud to be a woman-owned and minority-owned company. BCS was founded in 2001 in Irvine, CA, as a technology-driven, single-source solution provider for all our clients' audiovisual, cabling infrastructure, design-consulting, networking, and security needs. Each member of our team has spent years honing their skills, and today our clients refer to us as top business technology consultants with a robust product portfolio.

Our goal has always been to help clients get the most value out of their audiovisual investments, and we are constantly raising the bar by considering what is best for them and their long-term goals. Whether a customer needs a one-time project or an international rollout, we have the resources to get the job done.

Key Personnel

Leadership

Sunny Rajab, Chief Executive Officer (CEO) at BCS Consultants, founded the woman-owned company in 2001 and has 25years of experience in business technology consulting encompassing: audiovisual (A/V), security alarm & surveillance, IT networking, and structured cabling. She holds a Bachelor of Science degree in Management from Pepperdine University and an Executive Master of Business Administration (EMBA) from the University of Southern California (USC). She is a C28 & C7 low-voltage licensed contractor in the state of California. As a hands-on CEO, she takes the initiative by mastering operations of all the technology solutions BCS provides its customers. Ms. Rajab began her career working for a start-up in the telecommunications industry but decided to launch her own company as a single-source solutions provider of structured cabling, phone equipment, telecommunication plans, and IT networking. She recognized the need and opportunity to help business owners save time and cost, and avoid headaches, by eliminating the need for multiple vendors. Ms. Rajab's foresight for innovation, combined with her experience and expertise in business technology, has made her and BCS a trusted consultant for businesses of all sizes, including many nationally noted Fortune 100 companies.

William Lowden, Chief Operating Officer (COO) at BCS, where he leads the company's operational strategy and execution. William is a RCDD Engineer with over 30 years' experience with a wealth of experience in operational management and a deep understanding of business processes and technical integration with client environments ranging from Military, Distribution Center, Data Center, Retail, and traditional business ranging from all facets of technology. William's background at an Engineering firm brings a unique blend of expertise to BCS Consultants contracting business with the added value of engineer knowledge. This expertise is providing to your account as part of our Management and Project engineering resource. William ensures that BCS runs efficiently and effectively across all departments. William is committed to maintaining high standards of quality and client satisfaction while positioning BCS for continued leadership in the industry.

Sarah Sheldon, Chief Financial Officer (CFO) at BCS, where she is responsible for overseeing the company's financial strategy and ensuring long-term financial health. With extensive experience in financial planning, analysis, and risk management, Sarah plays a crucial role in guiding the company's growth and stability. Her expertise in budgeting, forecasting, and financial reporting enables BCS to make informed, strategic decisions. Sarah's commitment to financial excellence and her ability to drive operational efficiency ensure that BCS remains well-positioned for continued success and profitability. She has been with the firm since 2006.

Key Personnel

Project Team

Anna Steele, as a Project Manager at BCS, recognized for her expertise in overseeing both local and national projects. With a strong ability to manage complex initiatives from inception to completion, Anna ensures that each project is delivered on time, within scope, and to the highest quality standards. Anna's vast experience in project management and integral to BCS's continued success, driving results that consistently meet and exceed client expectations.

Raymond Pollum, Ray is a seasoned Project Engineer at BCS, bringing extensive experience in managing and executing complex engineering projects. With a strong technical background and a keen eye for detail, Ray oversees all aspects of project design, development, and implementation, ensuring that each project is delivered on time and within budget. Ray's dedication to excellence and his commitment to driving project success make him a vital asset to the BCS team.

Arash Rajab, as a Senior Lead Cable Technician at BCS who retains certifications from BICSI, Panduit, Corning, and Verkada, Arash excels in installing, and maintaining low voltage systems. His technical proficiency ensures that every project is executed with precision, adhering to the highest industry standards. As a key member of the team, Arash plays an essential role in delivering reliable, high-quality solutions that uphold BCS's commitment to excellence.

Ali-Reza Kaabi, as a Senior Lead Security Technician at BCS, specializing in security, access control, alarm, low voltage systems with a particular expertise in programming and access control solutions. With certifications from Panduit, Verkada, and Biamp, His extensive experience in the field allows him to install and implement sophisticated access control system and low voltage systems that enhance security and operational efficiency.

Carlos Perez, as a Senior Security Technician at BCS, specializing in the installation and maintenance of low voltage systems, audio visual, and security.
Certified in Verkada, Carlos brings expert knowledge in security systems and cabling infrastructure. He plays a key role in ensuring the successful deployment of systems, from initial setup to ongoing maintenance.

Patrick Reynolds, as a Cable Technician at BCS, bringing expertise in the installation and maintenance of low voltage systems. Certified in Verkada, he specializes in security system integration, ensuring that every project meets the highest standards of quality and efficiency.

Key Personnel

Erick Gudino, as a highly trained Project Technician at BCS, holding certifications from BICSI, Panduit, and Verkada. With a strong background in network infrastructure, cabling solutions, and security system installations, Erick ensures the efficient and precise execution of projects from start to finish.

Tyler Brown, as a skilled Project Technician at BCS, certified by BICSI, Panduit, and Verkada. With expertise in structured cabling, network infrastructure, and security systems, Tyler plays a key role in the successful execution of complex projects.

Alejandro Sibrian, as a dedicated Project Technician at BCS, certified by BICSI, Panduit, and Verkada. With a solid foundation in structured cabling, network systems, and security solutions, he plays a key role in executing and supporting complex installations.

Patrick North, Project Technician at BCS, certified by BICSI, Panduit, and Verkada. With a solid foundation in structured cabling, network systems, and security solutions, he plays a key role in executing and supporting complex installations.

Sergio Garza, as a highly skilled Project Technician at BCS, with certifications from BICSI, Panduit, and Verkada. He excels in the installation and support of network infrastructure, cabling systems, and security technologies. With a keen attention to detail and strong problem-solving skills, Sergio ensures that every project is completed with precision and efficiency. His technical expertise and commitment to delivering high-quality results make him an essential member of the team, consistently providing reliable solutions that meet the unique needs of each client.

Richard Huynh, an accomplished Technician and Programmer at BCS, with a deep expertise in crafting custom software solutions that drive the success of complex projects. Proficient in a wide range of programming languages, he specializes in developing scalable, efficient, and innovative systems that enhance both performance and functionality. Richard's exceptional problem-solving abilities and his collaborative approach ensure seamless integration of software with hardware and infrastructure.

James Nguyen, an experienced Systems Administrator at BCS, with a strong background in managing and optimizing IT infrastructure. With expertise in server administration, network security, and system troubleshooting, James ensures that all systems run smoothly and efficiently. His proactive approach to system maintenance and his ability to resolve complex technical issues make him a key player in keeping the organization's technology environment secure and reliable. James' dedication to operational excellence and continuous improvement helps BCS maintain high performance and uptime for all critical systems.

Additional Forms

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

Additional Forms

VENDOR APPLICATION FORM
FOR
RFP No. 25-05 CAT6A Structured Cable and Verkada Camera Installation Services

TYPE OF APPLICANT: ☐ NEW ⊘ **CURRENT VENDOR**

Legal Contractual Name of Corporation: Afsaneh Enterprises, Inc. DBA BCS Consultants

Contact Person for Agreement: **William Lowden**

Title: **Vice President** E-Mail Address: wlowden@bcsconsultants.com

Business Telephone: **949-333-1000** Business Fax: **949-333-1001** Corporate Mailing Address: 9910 Irvine Center Drive Irvine, CA 92618

Contact Person for Proposals: **William Lowden** Title: **Vice President** E-Mail Address: wlowden@bcsconsultants.com

Business Telephone: **949-333-1041** Business Fax: **949-333-1057**

Is your business: (check one)

☐ NON PROFIT CORPORATION ⊘ **FOR PROFIT CORPORATION**

Is your business: (check one)

⊘ **CORPORATION** ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Additional Forms

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Afsaneh Rajab	Chairman	[redacted]
Afsaneh Rajab	Secretary	[redacted]
Afsaneh Rajab	Treasurer	[redacted]

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: [redacted]

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 10/31/25

Additional Forms

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-05** CAT6A Structured Cable and Verkada Camera Installation Services at any time after **October 12, 2023.**

[redacted] _____ **Date**: **12/12/24**

Signature
AFSANEH RAJAB

OR

I certify that Proposer or Proposer's representatives have communicated after **October 12, 2023** with a City Councilmember concerning informal **RFP No. 24-03** CAT6A Structured Cable and Verkada Camera Installation Services. A copy of all such communications is attached to this form for public distribution.

Date:

_____

Signature

_____

Print

Additional Forms

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months.

None

Stage 1 Labor Cost Proposal

Product Details	Qty
Installation Labor/Equip	1
PM/Engineering/Design Services	1
Admin	1

Subtotal: **$262,500.00**

Stage 1 Materials Cost Proposal

Product Details	Qty
Stage 1 Materials	
Category 6A, White 10 MTP	260
Cat 6A Jack Module, White	1500
2 Port White Wall Plates	600
4 Port White Wall Plates	50
2 Port Surface Mount Box	200
Blank insert - white	100
24-Port Black Flat Flush Mount Modular Patch Panel	65
Cat 6A Jack Module, White	1500
5' Cat 6A White 28AWG UTP Patch Cable	1500
24" Straight Rod, EC, 90Deg Foot, 1-1/4" PA Pin	1000
3/4" JHook Supports	500
2" JHook Supports	500
3/4 in velcro black fire rated 25 yds. plenum	20
Misc Materials	1

Subtotal: **$271,422.24**

Stage 2 Labor Cost Proposal

Product Details	Qty
Stage 2 Labor	
Labor/Equip	1
PM/Engineering/Design Services	1
Admin	1

Subtotal: **$25,680.00**

Stage 2 Materials Cost Proposal

Product Details	Qty
Stage 2 Materials	
Orange Plenum Cat 6 UTP Cable	7
Black OSP Cat 6 UTP Cable	4
24-Port Black Flat Flush Mount Modular Patch Panel	2
Cat6 Jack Panel Modules - Yellow	35
Cat6 Jack Consol. Pt Modules - Yellow	20
8 Cond Mod 22/24 AWG Solid Connectors	2
Longspan Base 10/100 PoE Extender	6
75" 4K 3840X2160 UHD Commercial Display	1
43" 4K 3840X2160 UHD, Commercial Display	2
Ceiling/Wall Mounts and HDMI Cables	3
5' Cat6 Orange 28AWG Patch Cable	35
Verkada Viewing Station	3
Verkada Viewing Station License	3
Verkada All-In-One Video Intercom	1
Verkada Intercom License	1

Subtotal: **$23,643.47**

Stage 3 Labor Cost Proposal

Product Details	Qty
Stage 3 Labor	
Labor	1
PM/Engineering/Design Services	1
Admin	1

Subtotal: **$64,375.00**

Stage 3 Materials Cost Proposal

Product Details	Qty
Stage 3 Materials	
12-Fiber Singlemode OS2 Tight-Buffer Plenum Fiber Optic Cable	3000
12-Fiber Singlemode FrdmO TB Indoor/Outdoor Plenum	4000
24-Fiber Singlemode FrdmO TB Indoor/Outdoor Plenum	1000
1U Connector Housing F/2 Panels	15
2U Connector Housing F/4 Panels	7
4U Connector Housing F/12 Panels	2
12-Fiber LC OS2 Duplex Pigtailed Splice Cassette Housing	30
24-Fiber LC OS2 Duplex Pigtailed Splice Cassette Housing	6
1-1/4" Corrugated Flexible Duct	100
1" Corrugated Flexible Duct	1200
Misc. Materials	1
2M Fiber Patch Cables, LC to LC, Duplex, Yellow, Singlemode	100

Subtotal: **$50,743.14**

Stage 4 Labor Cost Proposal

Product Details	Qty
Stage 4 Labor	
Labor	1
PM/Engineering/Design Services	1
Admin	1

Subtotal: **$22,250.00**

Stage 4 Materials Cost Proposal

Product Details	Qty
Stage 4 Materials	
Category 6A, White 10 MTP	14
Cat 6A Jack Module, White	160
2 Port White Wall Plates	40
4 Port White Wall Plates	5
2 Port Surface Mount Box	5
Blank insert - white	50
24-Port Black Flat Flush Mount Modular Patch Panel	4
5' Cat 6A White 28AWG UTP Patch Cable	80

Subtotal: **$15,764.73**

9910 Irvine Center Drive | Irvine | CA | 92618
www.bcsconsultants.com | (949) 333-1000

RFP 25-05 Enterprise Cabling, Cameras, Fiber, EOC

Prepared by:

BCS Consultants
Sunny Rajab
(949) 333-1007
Fax (949) 333-1001
srajab@bcsconsultants.com

Prepared for:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Mike Fuentes
(714) 754-5310
mike.fuentes@costamesaca.gov

Quote Information:

Quote #: 040837
Version: 1
Delivery Date: 12/13/2024
Expiration Date: 12/20/2024

Quote Summary

Description	Amount
Stage 1 Labor Cost Proposal	$262,500.00
Stage 1 Materials Cost Proposal	$271,422.24
Stage 2 Labor Cost Proposal	$25,680.00
Stage 2 Materials Cost Proposal	$23,643.47
Stage 3 Labor Cost Proposal	$64,375.00
Stage 3 Materials Cost Proposal	$50,743.14
Stage 4 Labor Cost Proposal	$22,250.00
Stage 4 Materials Cost Proposal	$15,764.73

Subtotal:	**$736,378.58**
Estimated Tax:	**$6,924.22**
Total:	**$743,302.80**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

BCS Consultants

Signature: [redacted]
Name: Sunny Rajab
Title: CEO
Date: 12/13/2024

City of Costa Mesa

Signature: _____
Name: Mike Fuentes
Date: _____

Standard Labor Rates

1. Single Mode Fiber install for indoor use.
    - Labor Cost per foot installed: $10 per foot
2. Single Mode Fiber install for Outdoor use in existing conduit
    - Labor Cost per foot installed: $15 per foot
3. CAT6A network drop install for indoor use.
    - Labor Cost per foot installed: $5 per foot
4. Verkada camera install and Cat6 Enhanced network drop install for indoor use.
    - Labor Cost per foot installed: $10 per foot
5. Verkada camera install and Cat6 Enhanced network drop install for outdoor use.
    - Labor Cost per foot installed: $15 per foot

20 ANNIVERSARY YEAR

BCS

COMMUNICATE • CONNECT • COLLABORATE

PROPOSAL

Innovative and customized solutions your business needs to

COMMUNICATE ● CONNECT ● COLLABORATE

We have prepared a quote for you

RFP 25-05 Enterprise Cabling, Cameras, Fiber, EOC

Quote # 040837 Version 1

Prepared for:

City of Costa Mesa

Mike Fuentes
mike.fuentes@costamesaca.gov

Prepared by:

BCS Consultants

Sunny Rajab
srajab@bcsconsultants.com

9910 Irvine Center Drive | Irvine | CA | 92618
www.bcsconsultants.com | (949) 333-1000

Monday, March 10, 2025

City of Costa Mesa
Mike Fuentes
77 Fair Drive
Costa Mesa, CA 92626
mike.fuentes@costamesaca.gov

Dear Mike,

Please accept the following BCS Consultants Proposal for the Request for Proposal 25-05. We sincerely appreciate the opportunity to present this proposal for your consideration.

Founded in 2001 BCS Consultants is a technology-driving women owned, single-source solution provider of audiovisual, security, network, cabling, and wireless solutions, offering various products and services under one roof. We will provide all the services for your project based from our Headquarters at 9910 Irvine Center Dr, Irvine CA 92618.

We specializes in Design/Consultation, Project Management, and Implementations such as this and for every communication and data facet of running a business, so we understand how it's all connected.

BCS has provide Network Cabling and Verkada Camera installation services for the City of Costa Mesa since 2022, and is one of the first Verkada Partners working as an integrator for them since 2019.

We have greatly appreciated working with the City for the past couple of years in provide design and estimating services for this project. Throughout this process we have become extremely familiar with the requirements for this project and our confident we can deliver this as a successful project for you this next year.
Thank you again for providing BCS Consultants with the opportunity to provide you with a proposal.

Your BCS Team

Sunny Rajab

Sunny Rajab
CEO
BCS Consultants

Stage 1 Background & Project Summary

Stage 1 - Enterprise Cabling Cat6A

- BCS will provide a New Enterprise Structured Cabling System end-to-end certified for transmission of voice, data, and video signals as specified with the RFP with Category 6A specifications.
    - The purpose of the new infrastructure is to replace the existing obsolete Cat 5 infrastructure across 13 Site locations listed below.
    - This stage of the project will include a complete Survey/Design of the new Infrastructure Cabling required for each building with the City IT personnel, Installation Floor Plans created for each building, Installation & Termination of end-to-end infrastructure and pathways, Certification Testing/Administrative Labeling/As-Builts of every location, Demo/Removal of the existing infrastructure, and a 15 Year Certified Warranty.
    - The Base Scope includes One Thousand, Five Hundred (1,500) Cat6A cables for the City of Costa Mesa at the following locations:

        1. City Hall, 77 Fair Dr - 700 Cables
        2. Corporate Yard, 2310 Placentia Ave - 96 Cables
        3. Neighborhood Community, 1845 Park Ave - 48 Cables
        4. Downtown Recreation Center, 1860 Anaheim - 96 Cables
        5. Senior Center, 695 W 19th St - 96 Cables
        6. Fire Station 2, 800 Baker St - 24 Cables
        7. Fire Station 3, 1865 Park Ave - 24 Cables
        8. Fire Station 4, 2300 Placentia Ave - 24 Cables
        9. Fire Station 5, 2450 Vanguard Way - 24 Cables
        10. Fire Station 6, 3350 Sakioka Dr - 24 Cables
        11. Communications, 79 Fair Dr - 128 Cables
        12. Westside Substation, 565 W 18th St - 48 Cables
        13. South Coast Plaza Sub, 3333 Bristol St - 24 Cables

    *144 Cables locations to be determined during site surveys and walk throughs of each building

- All Stage 1 Bid Cabling will be provided per RFP specifications and summarized below
    - Material Product Data Submittals for City review of all cabling plant for new Cat6A White cabling, Patch Panels, Jacks, Wall Plates, Supports, all to be provided.
    - Coordinate with City IT on labeling scheme with identification of Outlets/Panels
    - Ensure designed infrastructure meets EIA/TIA distance limitations
    - Coordinate with City on each existing building MDF or IDF location and propose as needed additional improvements to be reassessed in project budget
    - Design infrastructure pathways for utilization of new and existing pathways
    - Support cables with existing/new support infrastructure with 6' Service Loops
    - Maintaining cables bend radius/bundle sizes, dress with Velcro cable straps
    - Fire stop any cabling penetrations utilized where applicable
    - Certification Test Results for all cables with Fluke Tester DTX1800 or better
    - Process and submit Certification Plus System 15 Year Warranty for the network cabling
    - Provide removal/demo of existing network cables and patch cables no longer in use

Stage 2 Background & Project Summary

Stage 2 Verkada Camera Install Cat6 enhanced

- BCS will provide New Thirty-five (35) Cat 6 Enhanced cables with end-to-end connectivity to provide service for the installation of 32 Verkada Cloud Cameras and 3 Viewing Stations at the City of Costa Mesa Police Dept/Comm Buildings and Parking
- This stage of the project will include a complete new Infrastructure Cabling required for each security device/location listed, Installation Floor Plans created for each building, Installation & Termination of end-to-end infrastructure and pathways, Certification Testing/Administrative Labeling/As-Builts of every location, Installation of the New Cameras, Mounts, Displays, and Viewing Stations, Demo/Removal of the existing infrastructure and cameras, and a 15 Year Certified Warranty on the infrastructure.
- We have included the POE network extenders for each of the camera locations previously surveyed that will need to be included.
- BCS will provide new cable raceway for 6 locations reviewed with City during original walk through assessment. It is assumed that all the existing conduit raceways for each of the exterior and interior cabling pathways will be reusable to pull the existing cabling out of the conduit and pull the new cable in without additional conduit required.
- BCS will furnish POE Extenders for locations identified during the walk through. Any locations to be MultiSensor locations, City to furnish POE Verkada Injector/switch within distance.
- City of Costa Mesa responsible for providing all POE switch ports with internet connectivity and shared access to Verkada Command with installers while onsite to allow for camera adjustments.
- City of Costa Mesa is responsible for pre-activation, naming, settings setup and firmware updates of all cameras prior to camera installation.

- All Stage 2 Bid Cabling will be provided by BCS based on the RFP specification as summarized below
    - Site Surveys of each Building, Preliminary cabling floor plan drawings for approval and finalized AsBuilts
    - Material Product Data Submittals for City review of all cabling plant for new Cat6 cabling
    - Coordinate with City IT and provide an approved labeling scheme with identification on each end at Outlet and Patch Panel
    - Ensure designed infrastructure meets requirements to provide all cabling within 295 feet from Outlet to Patch Panel
    - Coordinate with City on each existing building MDF or IDF locations for camera cabling
    - Design infrastructure pathways for utilization of new and existing pathways
    - Support all cables with JHooks and independent supports or utilization of existing conduits where applicable
    - Maintaining cables bend radius and service loops
    - Support and dress all cables with Velcro cable straps
    - Fire stop any cabling penetrations utilized where applicable
    - Certification Test Results for all cables with Fluke Tester DTX1800 or better
    - Process and submit Certification Plus System 15 Year Warranty for the network cabling
    - Coordinate for removal and demo of existing network cables and cameras

Stage 2 Background & Project Summary

- The following locations will be included per the RFP

Interior Camera Locations for Police/Comm. Station Buildings with Verkada 60 Day Cameras:

*Main Visitor Lobby
*Lobby Behind Counter
*Lobby Door (Eye Level)
*Lobby Hallway/RR
*Property Entry
*Safe Room C1
*Safe Room C2
*Gun Storage
*Front Desk/Package Hallway
*NE Hallway around Jail by Break Patio Door
*Room next to Patio Door

Exterior Camera Locations for Police/Comm. Exterior Areas with Verkada 60 Day Cameras:

*Front Lobby Entrance
*North Visitor Parking
*North Visitor Entrance (LPR Mode)
*Front Walkway outside Main Ent
*Front Walkway outside Property
*Front NE Corner Walkway
*NE Pedestrian Gate
*E Vehicle Gate
*Comm Prk. Lot
*Back of Comm. Bldg.
*SW Corner of Comm. Bldg.
*NW Corner of Comm. Bldg.
*Comm N. Entry Door (by Phone)
~~[Note: BCS has included a new Verkada Video Intercom in our bid to replace phone/camera]~~ (ALTERNATE #1)
*SW Vehicle Gate
*E Pkg Ped Gate
*E Pkg NE Hel. Pad
*CSE Door
*NW Prk Hel. Pad
*NW Prk. SW Entry
*NW Veh. Gate
*W. Entry

Viewing Station Locations:

*Watch Commander#1 & 2 - 2 New View Stations and 2 New 43" Displays and Ceiling Hung Mounts
*Communications - 1 New Station with 1 New 65" Display and Wall or Ceiling Mount

Stage 3 Background & Project Summary

- BCS will provide Eighteen (18) Singlemode Fiber Optic Backbones Cabling utilizing the building ceiling spaces and existing conduits/sleeves between each floor and building.
- The fiber pathways with 1" Innerduct for ceiling/ladder rack pathways where no Armor is present
- All fiber will be terminated into Rack or Wall Mounted Fiber Cabinets as applicable, with LC Duplex Coupler Panels and LC Fusion Splice Pigtails.
- All Fiber will be Certification Tested and BCS will coordinate with the City to provide a common easy to use Fiber Administrative Labeling Scheme for all connectivity.
- The following fiber backbones have been requested;
    - City Hall Server Room
        - 24Fiber CH Server Rm/PD Net Rack – to – CH Server Rm/PD Server Cabinet
        - 24Fiber CH Server Rm/CH Net Rack – to – CH Server Rm/PD Server Cabinet
    - City Hall IDFs
        - 12Fiber CH Server Rm/CH Net Rack – to – CH Basement IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 1st Floor Video Rm IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 2nd Floor IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 3rd Floor IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 4th Floor IDF(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – CH 5th Floor IDF(1U)
    - OSP Fiber Cables
        - 24Fiber CH Server Rm/PD Net Rack – to – Comm. Bldg(#4-2U)
        - 12Fiber Comm. Bldg – to – Fire Station(1U)
        - 12Fiber CH Server Rm/CH Net Rack – to – PD Fuel Pump Shack Wall Mt(2PWM)
        - 12Fiber CH Server Rm/CH Net Rack – to – PD Helicopter Pad Wall Mt(2PWM)
    - Police Dept.
        - 12Fiber PD Basement – to – PD 1st Floor IDF(1U)
        - 12Fiber PD Basement – to – PD 2nd Floor IDF(1U)
        - 12Fiber PD Basement – to – PD 1st Floor EOC IDF(1U)
    - ~~Downtown Rec Center Campus~~(ALTERNATE #2)
        - ~~12Fiber DRC - to - Norma Hertzog Community~~ Center
        - ~~12Fiber DRC - to - Donald Dugan Library~~
        - ~~12Fiber DRC - to - Aquatics Center~~
- After Costa Mesa IT cut over existing connections to new fiber, BCS will demo existing fiber.

Stage 4 Background & Summary

EOC Rack Relocation

>BCS will provide the relocation of the existing EOC IDF to include

- Remove fiber enclosures and pull fiber back to new IDF location.
- Remove copper cables from patch panels and pull cables back to new IDF location.
- Remove IDF rack and relocate to new IDF location.
- Remove ladder racking and reuse as necessary for new location.
- Install ladder rack, fiber enclosures, copper patch panels back onto IDF rack.
- Dress and load fiber into fiber enclosures.
- Re-terminate and retest all copper & fiber cables on to existing panels.
- Provide and Install 80 new Cat6a cables that won't reach from previous IDF location to new IDF location.
- Provide Cat6a patch panels and keystones as needed
- Provide 80 Cat6a network patch cables
- Terminate test and label newly install Cat6a cables.
- All Stage 4 Bid Cabling will be provided per RFP specifications and summarized below
    - Material Product Data Submittals for City review of all cabling plant for new Cat6A White cabling, Patch Panels, Jacks, Wall Plates, Supports, all to be provided.
    - Coordinate with City IT on labeling scheme with identification of Outlets/Panels
    - Ensure designed infrastructure meets EIA/TIA distance limitations
    - Coordinate with City on each existing building MDF or IDF location and propose as needed additional improvements to be reassessed in project budget
    - Design infrastructure pathways for utilization of new and existing pathways
    - Support cables with existing/new support infrastructure with 6' Service Loops
    - Maintaining cables bend radius/bundle sizes, dress with Velcro cable straps
    - Fire stop any cabling penetrations utilized where applicable
    - Certification Test Results for all cables with Fluke Tester DTX1800 or better
    - Process and submit Certification Plus System 15 Year Warranty for the network cabling
    - Provide removal/demo of existing network cables and patch cables no longer in use

Method of Approach

After review of the project, the site bid walk through and from our previous experience working in the City buildings we'd like to propose the following implementation plan. This approach can be coordinated to be adjusted as needed. Each step within this approach will include each Stage for consideration and based upon what the City agrees to.

- Project Kickoff: Meeting with the City to discuss the project including but not limited to Building Priorities, Network Cabling, Schedule, Funding Approval, Review of City existing plans
  - Product Data Submittals will be provided to include cut sheets on all products proposed for City review
  - BCS will provide a digital shared drive to document storage for plans, test reports, meeting notes, progress photos and additional documentation for the project
  - Identify Project Contacts for City to coordinate access to all buildings

- Predesign Coordination:
  - BCS to use existing City provided plans to develop preliminary schematic base floor plans
  - Preliminary Schedule to be created based of kick off meeting

- Detailed Design/Review:
  - BCS will schedule initial building surveys to verify floor plans for detailed design plans, adjustments to plans, gather visible network cabling requirements for each site and to obtain preliminary infrastructure assessment information.
  - The completed detailed design plan and assessment for each building will be provided to the City for review.
  - BCS will coordinate a meeting, conference call, or approval walk through to BCS PM, City IT Dept. and any additional City Personnel that may be required to determine final requirements.

- Installation:
  - Site installation schedule to be coordinated with priorities to be determined with City IT Personnel. The following we understand is a list of priority, but will provide separate project teams as needed to execute with diligence.
    - Verkada Camera Installation
    - Fiber Backbone Installation
    - CAT6A Upgrade
    - EOC
  - Technician site kick off
  - QA walk throughs of each site in progress weekly
  - Progress/Coordination meetings and progress reports weekly for City
  - Additional coordination daily/weekly as Cameras are brought online for the Police Dept/Comm installation to verify FoV approval
  - Asbuilts and test results will be provided for each building as they are completed
  - Final walk through for sign off of each site with City
  - Project Closeout Manuals provided on all building plans both electronic and hard copies

Qualifications & Experience

General Company information

- Company name: Afsaneh Enterprises, Inc. dba BCS Consultants (BCS)
- Address since 2008: 9910 Irvine Center Drive, Irvine, CA 92618
- Phone number: (949) 333-1000, Fax number: (949) 333-1001
- Website: www.bcsconsultants.com

Firm Background & Licensing:

- Established: 2001 S. Corporation, Federal Tax ID#: 33-0985618
- Afsaneh Rajab, Chairman, Secretary, Treasurer
- Special company classifications: SWBE (100% woman-owned)
- California contractor's license number: C7, C28 # 852163, Expires 1/31/25
- California Alarm License - ACO7989
- Costa Mesa Business License #RCON-23-0921, Expires 10/31/25
- CMAS Approved File #20216606065

Community & Charitable Contributions

- **https://www.bcsconsultants.com/about/community/**

Personnel & bid contacts.

- Account Contact:
  - Sunny Rajab (email: srajab@bcsconsultants.com, direct: 949-333-1007)
- Project Contact:
  - William Lowden (wlowden@bcsconsultants.com, , direct: 949-333-1041)
- Accounting Contact:
  - Sarah Sheldon (email: ssheldon@bcsconsultants.com, direct: 949-333-1005)

Qualifications & Experience

Client Reference #1	**City Hall of Costa Mesa**
Contact Name	Michael Steinke
Title	Information Technology Manager
Address	77 Fair Drive Costa Mesa, CA 92626
Phone Number	(714) 754-4879
Email Address	michael.steink@costamesaca.gov
Project Description	Current Approved Contractor for Cabling & Camera Installations
Client Reference #2	**KPRS – OC Great Park**
Contact Name	Assaf Nacshon
Title	Senior Project Manager
Address	2850 Saturn Street Brea, CA 92821
Phone Number	(714) 381-8796
Email Address	assafn@kprsinc.com
Project Description	2 Year Cabling, Wifi for Great Park – Prevailing Wage Project
Client Reference #3	**Costa Mesa – Downtown Recreation Center**
Contact Name	Michael Steinke
Title	Information Technology Manager
Address	9870 Research Drive Irvine, CA 92618
Phone Number	(949)278-2629
Email Address	Acooper@coopermcmanus.com
Project Description	City Hall & Lions Park Camera Upgrades
Client Reference #4	**Arthur Cooper**
Company Name	Professional Partners & Practices
Title	Owner
Address	9870 Research Drive Irvine, CA 92618
Phone Number	(949)278-2629
Email Address	Acooper@coopermcmanus.com
Project Description	$250,000 Audio Visual, Cabling, & Network
Client Reference #5	**Irvine Company**
Contact Name	Kevin Hooper
Title	Director, Construction Services
Address	111 Innovation, Irvine. CA 92617
Phone Number	(949)720-4308
Email Address	Khooper@irvinecompany.com
Project Description	Cabling, Security, and Audio Visual for Irvine. Co. And their tenants.

Qualifications & Experience

The BCS Consultants Story & Mission Statement

BCS Consultants is committed to providing technological consulting and design solutions from inception to execution for: Audio/Visual, Telecommunication, Structured Cabling, Security, Network IT, and Wireless Technology. BCS customizes engineered solutions to fit your specific needs while maintaining cost-efficiency. BCS strives to stay on the forefront of innovative technology, delivering the most high-tech solutions that allows our clients to ensure success and productivity through efficient communication, collaboration, and connectivity.

BCS Consultants is proud to be a woman-owned and minority-owned company. BCS was founded in 2001 in Irvine, CA, as a technology-driven, single-source solution provider for all our clients' audiovisual, cabling infrastructure, design-consulting, networking, and security needs. Each member of our team has spent years honing their skills, and today our clients refer to us as top business technology consultants with a robust product portfolio.

Our goal has always been to help clients get the most value out of their audiovisual investments, and we are constantly raising the bar by considering what is best for them and their long-term goals. Whether a customer needs a one-time project or an international rollout, we have the resources to get the job done.

Key Personnel

Leadership

Sunny Rajab, Chief Executive Officer (CEO) at BCS Consultants, founded the woman-owned company in 2001 and has 25years of experience in business technology consulting encompassing: audiovisual (A/V), security alarm & surveillance, IT networking, and structured cabling. She holds a Bachelor of Science degree in Management from Pepperdine University and an Executive Master of Business Administration (EMBA) from the University of Southern California (USC). She is a C28 & C7 low-voltage licensed contractor in the state of California. As a hands-on CEO, she takes the initiative by mastering operations of all the technology solutions BCS provides its customers. Ms. Rajab began her career working for a start-up in the telecommunications industry but decided to launch her own company as a single-source solutions provider of structured cabling, phone equipment, telecommunication plans, and IT networking. She recognized the need and opportunity to help business owners save time and cost, and avoid headaches, by eliminating the need for multiple vendors. Ms. Rajab's foresight for innovation, combined with her experience and expertise in business technology, has made her and BCS a trusted consultant for businesses of all sizes, including many nationally noted Fortune 100 companies.

William Lowden, Chief Operating Officer (COO) at BCS, where he leads the company's operational strategy and execution. William is a RCDD Engineer with over 30 years' experience with a wealth of experience in operational management and a deep understanding of business processes and technical integration with client environments ranging from Military, Distribution Center, Data Center, Retail, and traditional business ranging from all facets of technology. William's background at an Engineering firm brings a unique blend of expertise to BCS Consultants contracting business with the added value of engineer knowledge. This expertise is providing to your account as part of our Management and Project engineering resource. William ensures that BCS runs efficiently and effectively across all departments. William is committed to maintaining high standards of quality and client satisfaction while positioning BCS for continued leadership in the industry.

Sarah Sheldon, Chief Financial Officer (CFO) at BCS, where she is responsible for overseeing the company's financial strategy and ensuring long-term financial health. With extensive experience in financial planning, analysis, and risk management, Sarah plays a crucial role in guiding the company's growth and stability. Her expertise in budgeting, forecasting, and financial reporting enables BCS to make informed, strategic decisions. Sarah's commitment to financial excellence and her ability to drive operational efficiency ensure that BCS remains well-positioned for continued success and profitability. She has been with the firm since 2006.

Key Personnel

Project Team

Anna Steele, as a Project Manager at BCS, recognized for her expertise in overseeing both local and national projects. With a strong ability to manage complex initiatives from inception to completion, Anna ensures that each project is delivered on time, within scope, and to the highest quality standards. Anna's vast experience in project management and integral to BCS's continued success, driving results that consistently meet and exceed client expectations.

Raymond Pollum, Ray is a seasoned Project Engineer at BCS, bringing extensive experience in managing and executing complex engineering projects. With a strong technical background and a keen eye for detail, Ray oversees all aspects of project design, development, and implementation, ensuring that each project is delivered on time and within budget. Ray's dedication to excellence and his commitment to driving project success make him a vital asset to the BCS team.

Arash Rajab, as a Senior Lead Cable Technician at BCS who retains certifications from BICSI, Panduit, Corning, and Verkada, Arash excels in installing, and maintaining low voltage systems. His technical proficiency ensures that every project is executed with precision, adhering to the highest industry standards. As a key member of the team, Arash plays an essential role in delivering reliable, high-quality solutions that uphold BCS's commitment to excellence.

Ali-Reza Kaabi, as a Senior Lead Security Technician at BCS, specializing in security, access control, alarm, low voltage systems with a particular expertise in programming and access control solutions. With certifications from Panduit, Verkada, and Biamp, His extensive experience in the field allows him to install and implement sophisticated access control system and low voltage systems that enhance security and operational efficiency.

Carlos Perez, as a Senior Security Technician at BCS, specializing in the installation and maintenance of low voltage systems, audio visual, and security.
Certified in Verkada, Carlos brings expert knowledge in security systems and cabling infrastructure. He plays a key role in ensuring the successful deployment of systems, from initial setup to ongoing maintenance.

Patrick Reynolds, as a Cable Technician at BCS, bringing expertise in the installation and maintenance of low voltage systems. Certified in Verkada, he specializes in security system integration, ensuring that every project meets the highest standards of quality and efficiency.

Key Personnel

Erick Gudino, as a highly trained Project Technician at BCS, holding certifications from BICSI, Panduit, and Verkada. With a strong background in network infrastructure, cabling solutions, and security system installations, Erick ensures the efficient and precise execution of projects from start to finish.

Tyler Brown, as a skilled Project Technician at BCS, certified by BICSI, Panduit, and Verkada. With expertise in structured cabling, network infrastructure, and security systems, Tyler plays a key role in the successful execution of complex projects.

Alejandro Sibrian, as a dedicated Project Technician at BCS, certified by BICSI, Panduit, and Verkada. With a solid foundation in structured cabling, network systems, and security solutions, he plays a key role in executing and supporting complex installations.

Patrick North, Project Technician at BCS, certified by BICSI, Panduit, and Verkada. With a solid foundation in structured cabling, network systems, and security solutions, he plays a key role in executing and supporting complex installations.

Sergio Garza, as a highly skilled Project Technician at BCS, with certifications from BICSI, Panduit, and Verkada. He excels in the installation and support of network infrastructure, cabling systems, and security technologies. With a keen attention to detail and strong problem-solving skills, Sergio ensures that every project is completed with precision and efficiency. His technical expertise and commitment to delivering high-quality results make him an essential member of the team, consistently providing reliable solutions that meet the unique needs of each client.

Richard Huynh, an accomplished Technician and Programmer at BCS, with a deep expertise in crafting custom software solutions that drive the success of complex projects. Proficient in a wide range of programming languages, he specializes in developing scalable, efficient, and innovative systems that enhance both performance and functionality. Richard's exceptional problem-solving abilities and his collaborative approach ensure seamless integration of software with hardware and infrastructure.

James Nguyen, an experienced Systems Administrator at BCS, with a strong background in managing and optimizing IT infrastructure. With expertise in server administration, network security, and system troubleshooting, James ensures that all systems run smoothly and efficiently. His proactive approach to system maintenance and his ability to resolve complex technical issues make him a key player in keeping the organization's technology environment secure and reliable. James' dedication to operational excellence and continuous improvement helps BCS maintain high performance and uptime for all critical systems.

Additional Forms

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

Additional Forms

VENDOR APPLICATION FORM
FOR
RFP No. 25-05 CAT6A Structured Cable and Verkada Camera Installation Services

TYPE OF APPLICANT: ☐ NEW ⦸ **CURRENT VENDOR**

Legal Contractual Name of Corporation: Afsaneh Enterprises, Inc. DBA BCS Consultants

Contact Person for Agreement: **William Lowden**

Title: **Vice President** E-Mail Address: **wlowden@bcsconsultants.com**

Business Telephone: **949-333-1000** Business Fax: **949-333-1001** Corporate Mailing Address: 9910 Irvine Center Drive Irvine, CA 92618

Contact Person for Proposals: **William Lowden** Title: **Vice President** E-Mail Address: **wlowden@bcsconsultants.com**

Business Telephone: **949-333-1041** Business Fax: **949-333-1057**

Is your business: (check one)

☐ NON PROFIT CORPORATION ⦸ **FOR PROFIT CORPORATION**

Is your business: (check one)

⦸ **CORPORATION** ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Additional Forms

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Afsaneh Rajab	Chairman	949-333-1007
Afsaneh Rajab	Secretary	949-333-1007
Afsaneh Rajab	Treasurer	949-333-1007

Federal Tax Identification Number: **33-098-5618**

City of Costa Mesa Business License Number: **RCON-25-05**

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 10/31/25

Additional Forms

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-05** CAT6A Structured Cable and Verkada Camera Installation Services at any time after **October 12, 2023.**

Afsaneh Rajab

Signature
AFSANEH RAJAB

Date: 12/12/24

OR

I certify that Proposer or Proposer's representatives have communicated after **October 12, 2023** with a City Councilmember concerning informal **RFP No. 24-03** CAT6A Structured Cable and Verkada Camera Installation Services. A copy of all such communications is attached to this form for public distribution.

Date:

Signature

Print

Additional Forms

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No X**

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months.

None

Stage 1 Labor Cost Proposal

Product Details	Qty
Installation Labor/Equip	1
PM/Engineering/Design Services	1
Admin	1

Subtotal: **$262,500.00**

Stage 1 Materials Cost Proposal

Product Details	Qty
Category 6A, White 10 MTP	260
Cat 6A Jack Module, White	1500
2 Port White Wall Plates	600
4 Port White Wall Plates	50
2 Port Surface Mount Box	200
Blank insert - white	100
24-Port Black Flat Flush Mount Modular Patch Panel	65
Cat 6A Jack Module, White	1500
5' Cat 6A White 28AWG UTP Patch Cable	1500
24" Straight Rod, EC, 90Deg Foot, 1-1/4" PA Pin	1000
3/4" JHook Supports	500
2" JHook Supports	500
3/4 in velcro black fire rated 25 yds. plenum	20
Misc Materials	1

Subtotal: **$271,422.24**

Stage 2 Labor Cost Proposal

Product Details	Qty
Labor/Equip	1
PM/Engineering/Design Services	1
Admin	1

Subtotal: **$25,620.00**

Stage 2 Materials Cost Proposal

Product Details	Qty
Orange Plenum Cat 6 UTP Cable	7
Black OSP Cat 6 UTP Cable	4
24-Port Black Flat Flush Mount Modular Patch Panel	2
Cat6 Jack Panel Modules - Yellow	35
Cat6 Jack Consol. Pt Modules - Yellow	20
8 Cond Mod 22/24 AWG Solid Connectors	1
Longspan Base 10/100 PoE Extender	6
75" 4K 3840X2160 UHD Commercial Display	1
43" 4K 3840X2160 UHD, Commercial Display	2
Ceiling/Wall Mounts and HDMI Cables	3
5' Cat6 Orange 28AWG Patch Cable	35
Verkada Viewing Station	3
Verkada Viewing Station License	3

Subtotal: **$21,268.26**

Stage 3 Labor Cost Proposal

Product Details	Qty
Labor	1
PM/Engineering/Design Services	1
Admin	1

Subtotal: **$54,250.00**

Stage 3 Materials Cost Proposal

Product Details	Qty
12-Fiber Singlemode OS2 Tight-Buffer Plenum Fiber Optic Cable	2700
12-Fiber Singlemode FrdmO TB Indoor/Outdoor Plenum	3250
24-Fiber Singlemode FrdmO TB Indoor/Outdoor Plenum	1000
1U Connector Housing F/2 Panels	12
2U Connector Housing F/4 Panels	7
4U Connector Housing F/12 Panels	2
12-Fiber LC OS2 Duplex Pigtailed Splice Cassette Housing	24
24-Fiber LC OS2 Duplex Pigtailed Splice Cassette Housing	6
1-1/4" Corrugated Flexible Duct	100
1" Corrugated Flexible Duct	1200
Misc. Materials	1
2M Fiber Patch Cables, LC to LC, Duplex, Yellow, Singlemode	100

Subtotal: **$44,974.50**

Stage 4 Labor Cost Proposal

Product Details	Qty
Labor	1
PM/Engineering/Design Services	1
Admin	1

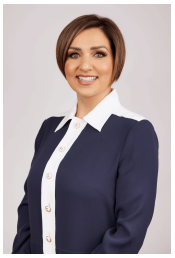
Subtotal: **$22,250.00**

Stage 4 Materials Cost Proposal

Product Details	Qty
Stage 4 Materials	
Category 6A, White 10 MTP	14
Cat 6A Jack Module, White	160
2 Port White Wall Plates	40
4 Port White Wall Plates	5
2 Port Surface Mount Box	5
Blank insert - white	50
24-Port Black Flat Flush Mount Modular Patch Panel	4
5' Cat 6A White 28AWG UTP Patch Cable	80

Subtotal: **$15,764.73**

RFP 25-05 Enterprise Cabling, Cameras, Fiber, EOC



Prepared by:

BCS Consultants
Sunny Rajab
(949) 333-1007
Fax (949) 333-1001
srajab@bcsconsultants.com

Prepared for:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Mike Fuentes
(714) 754-5310
mike.fuentes@costamesaca.gov

Quote Information:

Quote #: 040837
Version: 1
Delivery Date: 03/10/2025
Expiration Date: 02/28/2025

Quote Summary

Description	Amount
Stage 1 Labor Cost Proposal	$262,500.00
Stage 1 Materials Cost Proposal	$271,422.24
Stage 2 Labor Cost Proposal	$25,620.00
Stage 2 Materials Cost Proposal	$21,268.26
Stage 3 Labor Cost Proposal	$54,250.00
Stage 3 Materials Cost Proposal	$44,974.50
Stage 4 Labor Cost Proposal	$22,250.00
Stage 4 Materials Cost Proposal	$15,764.73
Alternate #2 (DRC 3x 12Fiber Backbone)	$15,893.63
Subtotal:	**$733,943.36**
Estimated Tax:	**$6,740.15**
Total:	**$740,683.51**

*Optional Expenses

Description	One-Time
Alternate #1 (Intercom for Comm. Bldg)	$2,435.21
Optional Subtotal:	**$2,435.21**

BCS Consultants

Signature: *Sunny Rajab*
Name: Sunny Rajab
Title: CEO
Date: 03/10/2025

City of Costa Mesa

Signature: _____
Name: Mike Fuentes
Date: _____

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Standard Labor Rates

1. Single Mode Fiber install for indoor use.
    - Labor Cost per foot installed: $10 per foot
2. Single Mode Fiber install for Outdoor use in existing conduit
    - Labor Cost per foot installed: $15 per foot
3. CAT6A network drop install for indoor use.
    - Labor Cost per foot installed: $5 per foot
4. Verkada camera install and Cat6 Enhanced network drop install for indoor use.
    - Labor Cost per foot installed: $10 per foot
5. Verkada camera install and Cat6 Enhanced network drop install for outdoor use.
    - Labor Cost per foot installed: $15 per foot

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-417 **Meeting Date:** 9/2/2025

TITLE:

REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE RESULTS OF THE ORANGE COUNTY POWER AUTHORITY (OCPA) FEASIBILITY STUDY

DEPARTMENT: **CITY MANAGER'S OFFICE**

PRESENTED BY: **CECILIA GALLARDO-DALY, INTERIM CITY MANAGER**

CONTACT INFORMATION: **HADASSA JAKHER, 714-754-4885, HADASSA.JAKHER@COSTAMESACA.GOV**

RECOMMENDATION:

Staff is requesting that the City Council:

1. Receive and file the feasibility study conducted by the Orange County Power Authority (OCPA) and the corresponding presentation led by OCPA;

2. Provide direction on the substantial staff research required to evaluate joining OCPA; and

3. Direct staff to identify available funding for any costs associated with Costa Mesa's potential membership in OCPA.

BACKGROUND:

The City of Costa Mesa previously considered joining the Orange County Power Authority (OCPA) in early 2020. After much deliberation, at the regular City Council meeting on November 17, 2020, the City Council voted to have the City Manager and City Attorney negotiate the final terms of the agreement with OCPA. However, due to the precedence of the COVID-19 pandemic and the leadership structure of the OCPA at the time, the City did not execute an agreement with OCPA.

In early 2024, representatives from OCPA and several Council Members requested the reconsideration of an agreement between the City of Costa Mesa and OCPA, given the experience gained by OCPA over the years since its inception. At the regular City Council meeting on July 16, 2024, the City Council approved OCPA to access Costa Mesa's electrical load data in order to conduct a feasibility study for the City's potential membership in OCPA. Additionally, the City Council directed OCPA to present the results of the study to the Finance and Pension Advisory Committee (FIPAC).

The feasibility study conducted by OCPA analyzed the historical load consumption data of Southern California Edison (SCE) customers within Costa Mesa, including a prospective outlook for users in Costa Mesa. Current OCPA rates for residential and commercial customers are included for

reference, as well as OCPA's Fiscal Year 2025-26 Operating Budget. In mid-2025, OCPA staff met with City staff and Council Members Marr and Reynolds to discuss the feasibility study and an estimated timeline of Costa Mesa's potential membership in OCPA.

OCPA will present the results of the feasibility study at the September 2, 2025, regular City Council meeting.

ANALYSIS:

With the completion of OCPA's feasibility study, staff must conduct thorough due diligence and substantial research to determine the effects of Costa Mesa's potential membership in OCPA. Therefore, staff is requesting that the City Council provide further direction, in accordance with City Council Policy 300-6.

According to City Council Policy 300-6, proposals with substantial research must be brought forward to the full City Council for formal consideration. To assess the impacts of OCPA membership to the City of Costa Mesa and its residents and businesses, staff would need to conduct substantial research in the following areas:

- An **independent, third-party review** of OCPA's feasibility study, including, but not limited to, an analysis of OCPA's operating budget, proposed rate structure, and the risks and benefits to the City and to prospective users.
- An analysis of the **staff resources** required in order to support the City's membership in OCPA, including, but not limited to, a dedicated City staff member to act as a project manager with OCPA to liaise with the preparation and launch of the program in Costa Mesa, a comprehensive public education plan suitable for all demographics, and any ongoing administrative needs.
- An analysis of the **funding** required, including, but not limited to, the costs of the independent third-party review, the costs associated with a public education plan and campaign throughout the city, and any ongoing administrative costs.
- A review of the **rate of success** of the program implemented in surrounding member cities of OCPA, including an assessment of surrounding cities that have considered/are considering joining OCPA.

Upon completion of the research, staff would provide recommendations to the City Council regarding potential membership in OCPA, which would include:

- The final feasibility study conducted by OCPA, including documents not yet received from OCPA, such as a three-to-five-year rate trajectory for user rates;
- The results of an independent, third-party review of OCPA's feasibility study;
- Identification of the staff member(s) that will assist in liaising with OCPA and the roll out of the program;

- A request to appropriate the necessary funds to cover any associated costs of substantial research and program implementation;
- The results of the review of rate of success in surrounding cities; and
- Any recommendations provided by FIPAC, as directed by the City Council at the July 16, 2024, meeting.

The substantial staff research conducted would provide the City Council with all the requisite materials necessary to be informed and prepared to consider Costa Mesa's membership with OCPA.

ALTERNATIVES:

The City Council may provide alternative direction to staff on the substantial staff research required to consider joining OCPA.

FISCAL REVIEW:

There is no fiscal impact with this action, however, should City Council provide direction to proceed with the third-party review, staff would identify an available funding source and request authority to appropriate funds.

A full fiscal impact analysis to the City of Costa Mesa's budget will be provided upon further direction by the City Council should they wish to explore the utilization of a third-party reviewer. Funding for the review of OCPA's feasibility study was initially budgeted in the Citywide Community Choice Energy project in the Capital Improvement Fund (Fund 401); however, these funds were deferred in Fiscal Year 2024-25.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Advance environmental sustainability and climate resiliency.

CONCLUSION:

The City Council has previously considered joining the Orange County Power Authority. Currently, OCPA has conducted a feasibility analysis based on SCE load data. The City Council may direct staff to evaluate the feasibility study with a third-party reviewer prior to determining whether to join OCPA.

ORANGE COUNTY POWER AUTHORITY
THE POWER OF COMMUNITY

Orange County Power Authority - Costa Mesa Feasibility Study

EXECUTIVE SUMMARY

In July 2024, the Orange County Power Authority (OCPA) presented to the Costa Mesa City Council. At that meeting, the Council authorized the City Manager to release the City's electric load data to OCPA for the purpose of conducting a feasibility study.

OCPA engaged Pacific Energy Advisors (PEA) to conduct an independent analysis evaluating the financial implications of the City joining OCPA. The results of the study were presented to Costa Mesa staff on May 21, 2025.

Based on the study's assumptions, the outlook for the City's potential membership is favorable. A prospective launch in March 2027 is projected to yield a net positive outcome for OCPA. The study anticipates that approximately 46,000 new customer accounts in Costa Mesa would be served by OCPA, with an estimated 90% enrolling in the Smart Choice rate plan—which offers approximately 76% renewable energy content at an added cost of 1.0 cent per kWh above the Basic Choice rate in 2025. The remaining 10% are expected to choose the 100% Renewable Choice plan, which provides full renewable content at an additional cost of 1.5 cents per kWh over the Basic Choice rate.

ANALYSIS

The Community Choice Aggregation (CCA) program has been available in California since 2002, following the passage of Assembly Bill 117. This program provides an alternative to the traditional Investor-Owned Utility (IOU) model by enabling local governments to manage their own energy procurement. Through CCA, participating agencies can purchase electricity, set generation rates, and reinvest revenue locally. As of today, there are 25 operational CCAs in California, including the Orange County Power Authority (OCPA), collectively serving over 14 million customers across more than 200 cities and counties.

To assess the financial viability of membership, OCPA engaged Pacific Energy Advisors (PEA) to conduct an independent feasibility study. The results of the study will be presented to the OCPA Board in September 2025. At that time, the Board will consider whether to formally invite the City to join OCPA and initiate collaboration on the necessary steps for membership integration.

PEA acquired and analyzed the City's 2024 historical annual load consumption data from SCE, which is the most up-to-date information available, to conduct the Study. As of August 2024, there are approximately 50,600 eligible customer accounts within the City, with energy consumption of 33% for residential and 67% for commercial customers.

The Study was based on several key assumptions:

- **Customer Enrollment Timeline**: Customer enrollment is projected to begin in March 2027, in alignment with California Public Utilities Commission (CPUC) regulations for CCA expansion. March was selected to allow adequate time for community outreach following the holiday season and to avoid the higher costs and volatility typically seen during the summer months (June through September).
- **Customer Participation**: The study assumes a 10% opt-out rate for eligible residential customers and a 5% opt-out rate for eligible commercial customers. Streetlight and traffic control accounts, which are primarily municipal, are expected to be fully enrolled.
- **Eligible Customer** Accounts and Load: After applying opt-out assumptions, approximately 46,000 customer accounts are projected to enroll in OCPA, contributing an estimated annual electric load of 600 GWh. This would represent a 27% increase in OCPA's existing customer load.
- **OCPA Rate Plan Enrollment**: It is assumed that 90% of enrolled customers will choose the OCPA Smart Choice rate plan, which provides approximately 76% renewable energy content and includes an additional charge of 1.0 cent per kWh over the Basic Choice rate (as of 2025). The remaining 10% are expected to opt for the 100% Renewable Choice plan, which adds 1.5 cents per kWh over the Basic Choice rate.
- **OCPA Incremental Revenues**: Revenue projections are based on cost-of-service rates, with the expectation that OCPA will annually adjust its rates to meet revenue requirements.
- **OCPA Incremental Costs**: The anticipated 27% increase in load will result in additional costs, including power procurement at prevailing market rates, SCE service fees, data management charges, and marketing and outreach expenses.

Estimated Incremental Revenues and Operating Margin

For the initial partial fiscal year (FY2026/27, covering October 2026 through June 2027), incremental revenue is projected to be approximately $19 million, with an estimated operating margin of $6.8 million. For the full fiscal years FY2027/28 through FY2029/30, average annual incremental revenue is projected at $77.1 million, with an average operating margin of $12.3 million.

It is important to note that these projections represent the estimated incremental impact of adding Costa Mesa customers to the OCPA service base. However, OCPA's financial model is based on a pooled, agency-wide approach, in which revenues and expenses from all participating jurisdictions are aggregated and managed collectively. As such, these incremental revenues and margins are not separately allocated or reserved for the City of Costa Mesa, nor are they treated as discrete financial gains for any individual member agency.

This shared structure supports rate stability, operational efficiency, and collective investment in programs that benefit all members. While the addition of Costa Mesa is expected to generate a net positive impact on OCPA's overall financial performance, the resulting margin will contribute to the agency's general fund and support the long-term sustainability of services across all member agencies.

A detailed overview of the fiscal impact—including projected incremental revenues, operating expenses, and operating margins for FY2026/27 through FY2029/30—is provided in Attachment 1. These projections, calculated on a load-weighted basis, account for energy procurement, staffing, marketing, outreach, SCE service fees, data management, reserves, and other operational costs.

Prospective Outlook

Based on the assumptions in the feasibility study, the outlook for the City of Costa Mesa joining OCPA is currently positive. A prospective launch in March 2027 is projected to result in a net financial benefit for OCPA.

However, OCPA staff emphasizes that California's energy markets are inherently volatile, with prices subject to rapid fluctuations. As a result, the study's projections may change depending on market conditions at the time of implementation.

Beyond the financial outlook, there are several strategic and environmental benefits to the City's potential participation. Joining OCPA would:

- Expand the agency's membership base,
- Support regional progress toward increased renewable energy adoption and reduced greenhouse gas emissions, and
- Enhance customer choice and local control over energy procurement and rate setting.

These benefits align with broader sustainability goals while offering Costa Mesa the opportunity to play an active role in shaping a cleaner, more resilient energy future.

OCPA Renewable Energy Content for OCPA Smart Choice Customers

In 2025, OCPA's Smart Choice plan offers 55% renewable energy plus 40% carbon free content, exceeding SCE's 2024 default basic product renewable energy content by 17%. OCPA's Basic Choice plan and 100% Renewable Choice plan offer 47% and 100% renewable energy content, respectively. SCE customers who wish to receive service with higher renewable content must opt into SCE's Green Tariff Shared Renewables program (Green Rate Program), which is currently closed to new customers. Out of approximately 5,000,000 accounts in the entire SCE service area, only about 3,000 accounts are currently enrolled in the SCE Green Rate Program.

Joining OCPA provides the City of Costa Mesa with a unique opportunity to take control of its energy choices while delivering substantial benefits to the community. As a public, community-driven agency, OCPA empowers customers to select their energy sources, including options that are more affordable or sustainable. For its existing member agencies, OCPA currently offers a 3% discount compared to SCE's equivalent generation rate on the Basic Choice plan, which customers have enjoyed approximately $2.6 million in on-bill savings since its inception. The exact savings for the City customers who choose to opt-down to Basic Choice will vary based on its rate classification and energy usage. Unlike traditional utilities, OCPA reinvests profits

locally, supporting economic growth and funding programs that help reduce energy costs, lower consumption, and enhance reliability. By joining OCPA, the City can play a pivotal role in shaping a cleaner, more affordable energy future while advocating for local control at the state level.

OCPA Renewable Energy Content for Smart Choice Customers

In 2025, OCPA's Smart Choice plan offers a power mix consisting of 55% renewable energy and 40% carbon-free content, exceeding SCE's 2024 default product by 17% in clean energy content. OCPA also offers two additional rate plans:

- Basic Choice: 47% renewable content
- 100% Renewable Choice: 100% renewable content

By contrast, SCE customers seeking higher renewable content must enroll in the Green Tariff Shared Renewables program (Green Rate Program)—a limited opt-in offering that is currently closed to new participants. As of now, only approximately 3,000 out of 5 million SCE accounts are enrolled in this program.

Joining OCPA would provide the City of Costa Mesa with a unique opportunity to gain local control over energy choices while delivering meaningful benefits to its residents and businesses. As a public, community-focused agency, OCPA empowers customers to choose energy options that are more affordable, sustainable, or both.

For example, OCPA's Basic Choice plan currently offers an estimated 3% discount compared to SCE's equivalent generation rate. Since launch, customers across existing member agencies have realized approximately $2.6 million in on-bill savings. Actual savings for Costa Mesa customers who select Basic Choice will depend on rate classification and individual usage.

Unlike traditional investor-owned utilities, OCPA reinvests revenues locally, supporting economic development and funding programs that help reduce energy costs, promote energy efficiency, and improve system reliability.

By joining OCPA, the City of Costa Mesa can play a leading role in advancing a cleaner, more cost-effective, and locally governed energy future, while ensuring that its community has a voice in statewide energy policy decisions.

Next Steps

In accordance with the OCPA Joint Powers Agreement (JPA) and the California Public Utilities Code, the City of Costa Mesa must complete the following actions to formally join OCPA:

1. Adopt an ordinance authorizing implementation of OCPA's Community Choice Aggregation (CCA) program within City boundaries.
2. Adopt a resolution expressing the City's intent to join OCPA and approving the OCPA JPA Agreement.

Following these actions, OCPA staff will prepare an Amended Implementation Plan for consideration by the OCPA Board at a public hearing, anticipated to occur in November or December 2025 (see attached proposed onboarding timeline, Version 1 or 2). To remain on track for a 2027 launch, the amended plan must be submitted to the California Public Utilities Commission (CPUC) for certification no later than December 31, 2025.

As part of the membership process, OCPA is required to provide a minimum of 30 days' written notice to its current Member agencies, notifying them that the Board will be considering the City's membership. This notice must include all substantive materials necessary to support informed deliberation.

Finally, approval of the City's membership is subject to a two-thirds supermajority vote of the OCPA Board, as specified in the JPA Agreement.

APPENDIX

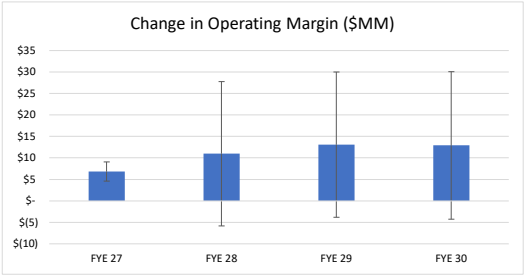
Figure 1 – Feasibility Projections

Figure 1 - Feasibility Projections

	FYE 27	FYE 28	FYE 29	FYE 30
FY	**2027**	**2028**	**2029**	**2030**
Base Rate Revenue	$ 16,097,307	$ 68,760,582	$ 71,342,862	$ 71,963,959
Product 2 Premium	$ 2,516,662	$ 5,405,726	$ 5,446,810	$ 5,488,206
Product 3 Premium	$ 419,444	$ 900,954	$ 907,802	$ 914,701
Total Revenues	**$ 19,033,413**	**$ 75,067,263**	**$ 77,697,474**	**$ 78,366,866**
Cost of Load	$ 2,777,851	$ 29,525,691	$ 30,069,421	$ 30,522,993
RA	$ 2,146,041	$ 15,439,268	$ 15,556,606	$ 15,674,836
PCC1	$ 2,523,586	$ 10,811,566	$ 10,572,514	$ 10,809,899
PCC2	$ -	$ -	$ -	$ -
PCC3	$ 30,668	$ 136,705	$ 140,129	$ 143,591
CAISO Non-Energy	$ 271,733	$ 1,201,273	$ 1,210,402	$ 1,219,601
Total Power Supply Costs	**$ 7,749,878**	**$ 57,114,503**	**$ 57,549,071**	**$ 58,370,920**
Staff	$ 1,415,729	$ 1,415,729	$ 1,415,729	$ 1,415,729
Marketing and Customer Enrollment	$ 536,116	$ 536,116	$ 536,116	$ 536,116
Other Operating Expenses	$ 1,262,974	$ 1,262,974	$ 1,262,974	$ 1,262,974
Data Management	$ 262,851	$ 564,598	$ 568,889	$ 573,213
IOU Service Fees	$ 349,801	$ 704,918	$ 710,276	$ 715,674
Uncollectibles/Other	$ 247,434	$ 975,874	$ 1,010,067	$ 1,018,769
Reserve Requirement	$ 380,668	$ 1,501,345	$ 1,553,949	$ 1,567,337
Total Other Operating Costs	**$ 4,455,575**	**$ 6,961,556**	**$ 7,058,002**	**$ 7,089,813**
Total Cost	**$ 12,205,453**	**$ 64,076,059**	**$ 64,607,073**	**$ 65,460,733**
Net Operating Margin	**$ 6,827,960**	**$ 10,991,204**	**$ 13,090,401**	**$ 12,906,132**

Total Accounts	46,640	46,995	47,352	47,712	Total
Sales (MWh)	279,629	600,636	605,201	609,801	2,095,267
Avg. Rev ($/MWh	$ 68.07	$ 124.98	$ 128.38	$ 128.51	$ 119.40
Avg. Total Cost ($/MWh)	$ 43.65	$ 106.68	$ 106.75	$ 107.35	$ 98.48
Avg. Margin ($/MWh)	$ 24.42	$ 18.30	$ 21.63	$ 21.16	$ 20.91
	36%	**15%**	**17%**	**16%**	**18%**
Avg. Cost of Load ($/MWh)	$ 9.93	$ 49.16	$ 49.69	$ 50.05	
Avg. RA ($/MWh)	$ 7.67	$ 25.70	$ 25.70	$ 25.70	
Avg. RE ($/MWh)	$ 9.13	$ 18.23	$ 17.70	$ 17.96	
30% Power cost high	$ 2	$ 17	$ 17	$ 17	
30% Power cost low	$ 2	$ 17	$ 17	$ 17	
Op Margin	$ 6.83	$ 10.99	$ 13.09	$ 12.91	
Low margin	$ 4.58	$ (5.78)	$ (3.81)	$ (4.24)	
High Margin	$ 9.07	$ 27.77	$ 29.99	$ 30.05	

FY	2027	2028	2029	2030
Rate Adjustment (to current 2025)	**17%**	**12%**	**16%**	**16%**
Pro Forma Margin (Omits Financing)	-17%	-12%	-16%	-16%
Basic Choice Enrollment	**0%**			
Smart Choice Enrollment	**90%**			
100% Renewable Enrollment	**10%**			
Product 2 Rev Premium	**$ 10.00**			
Product 3 Rev Premium	**$ 15.00**			
Data Management ($/MWh)	**$ 0.94**			
IOU Service Fees ($/Account/mo.)	**$ 1.25**			
Uncollectibles/Other (% of Rev)	**1.3%**			



Effective: Mar 24, 2025

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-1-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.11273	$ 0.12273	$ 0.12773	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10269	$ 0.11269	$ 0.11769	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.07046	$ 0.08046	$ 0.08546	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10664	$ 0.11664	$ 0.12164	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07799	$ 0.08799	$ 0.09299	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06067	$ 0.07067	$ 0.07567	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00042)	$ (0.00042)	$ (0.00042)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00080)	$ (0.00080)	$ (0.00080)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00083)	$ (0.00083)	$ (0.00083)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 14.59	$ 14.59	$ 14.59	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 4.48	$ 4.48	$ 4.48	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.19)	$ (0.19)	$ (0.19)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.45)	$ (0.45)	$ (0.45)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.45)	$ (0.45)	$ (0.45)	4pm - 9pm, Monday - Friday
TOU-GS-1-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.39535	$ 0.40535	$ 0.41035	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11200	$ 0.12200	$ 0.12700	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08268	$ 0.09268	$ 0.09768	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.16522	$ 0.17522	$ 0.18022	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09586	$ 0.10586	$ 0.11086	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05468	$ 0.06468	$ 0.06968	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00117)	$ (0.00117)	$ (0.00117)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00254)	$ (0.00254)	$ (0.00254)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00258)	$ (0.00258)	$ (0.00258)	All electric usage
TOU-GS-1-ES					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.42065	$ 0.43065	$ 0.43565	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12177	$ 0.13177	$ 0.13677	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.08712	$ 0.09712	$ 0.10212	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.15865	$ 0.16865	$ 0.17365	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09011	$ 0.10011	$ 0.10511	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05199	$ 0.06199	$ 0.06699	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00116)	$ (0.00116)	$ (0.00116)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00254)	$ (0.00254)	$ (0.00254)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00258)	$ (0.00258)	$ (0.00258)	All electric usage
TOU-GS-1-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.14775	$ 0.15775	$ 0.16275	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.13879	$ 0.14879	$ 0.15379	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.13390	$ 0.14390	$ 0.14890	All other hours
	WINTER MID-PEAK	$ 0.10115	$ 0.11115	$ 0.11615	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.09195	$ 0.10195	$ 0.10695	All other hours
TOU-GS-1-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.08475	$ 0.09475	$ 0.09975	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.07987	$ 0.08987	$ 0.09487	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07720	$ 0.08720	$ 0.09220	All other hours
	WINTER MID-PEAK	$ 0.10115	$ 0.11115	$ 0.11615	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.09195	$ 0.10195	$ 0.10695	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 10.71	$ 10.71	$ 10.71	12pm - 6pm, Monday - Friday

COMMERCIAL CUSTOMERS					
OCPA Rate Schedule	**Period**	**Basic Choice**	**Smart Choice**	**100% Renewable Choice**	**Time Period Definitions**
	SUMMER MID-PEAK	$ 3.48	$ 3.48	$ 3.48	8am - 12pm & 6pm - 11pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-2-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10934	$ 0.11934	$ 0.12434	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10054	$ 0.11054	$ 0.11554	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06796	$ 0.07796	$ 0.08296	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.07693	$ 0.08693	$ 0.09193	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07735	$ 0.08735	$ 0.09235	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04518	$ 0.05518	$ 0.06018	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00081)	$ (0.00081)	$ (0.00081)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00180)	$ (0.00180)	$ (0.00180)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00182)	$ (0.00182)	$ (0.00182)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 18.51	$ 18.51	$ 18.51	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 4.86	$ 4.86	$ 4.86	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.42)	$ (0.42)	$ (0.42)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.97)	$ (0.97)	$ (0.97)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.98)	$ (0.98)	$ (0.98)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.10)	$ (0.10)	$ (0.10)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.25)	$ (0.25)	$ (0.25)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.25)	$ (0.25)	$ (0.25)	4pm - 9pm, Monday - Friday
TOU-GS-2-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.34584	$ 0.35584	$ 0.36084	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10054	$ 0.11054	$ 0.11554	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06796	$ 0.07796	$ 0.08296	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.11460	$ 0.12460	$ 0.12960	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07735	$ 0.08735	$ 0.09235	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04518	$ 0.05518	$ 0.06018	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00122)	$ (0.00122)	$ (0.00122)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00273)	$ (0.00273)	$ (0.00273)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00275)	$ (0.00275)	$ (0.00275)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 5.13	$ 5.13	$ 5.13	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 1.99	$ 1.99	$ 1.99	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.17)	$ (0.17)	$ (0.17)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.39)	$ (0.39)	$ (0.39)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.40)	$ (0.40)	$ (0.40)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.04)	$ (0.04)	$ (0.04)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.11)	$ (0.11)	$ (0.11)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.11)	$ (0.11)	$ (0.11)	4pm - 9pm, Monday - Friday
TOU-GS-2-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.08179	$ 0.09179	$ 0.09679	12pm - 6pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	SUMMER MID-PEAK	$ 0.07713	$ 0.08713	$ 0.09213	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07458	$ 0.08458	$ 0.08958	All other hours
	WINTER MID-PEAK	$ 0.09733	$ 0.10733	$ 0.11233	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06143	$ 0.07143	$ 0.07643	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 12.83	$ 12.83	$ 12.83	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 4.31	$ 4.31	$ 4.31	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-2-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.25127	$ 0.26127	$ 0.26627	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.12445	$ 0.13445	$ 0.13945	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07458	$ 0.08458	$ 0.08958	All other hours
	WINTER MID-PEAK	$ 0.09733	$ 0.10733	$ 0.11233	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06143	$ 0.07143	$ 0.07643	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00208)	$ (0.00208)	$ (0.00208)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00470)	$ (0.00470)	$ (0.00470)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00475)	$ (0.00475)	$ (0.00475)	All electric usage

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-3-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10181	$ 0.11181	$ 0.11681	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09366	$ 0.10366	$ 0.10866	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06629	$ 0.07629	$ 0.08129	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.07507	$ 0.08507	$ 0.09007	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07546	$ 0.08546	$ 0.09046	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04406	$ 0.05406	$ 0.05906	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00082)	$ (0.00082)	$ (0.00082)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00180)	$ (0.00180)	$ (0.00180)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00183)	$ (0.00183)	$ (0.00183)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 15.88	$ 15.88	$ 15.88	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 5.75	$ 5.75	$ 5.75	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.37)	$ (0.37)	$ (0.37)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.85)	$ (0.85)	$ (0.85)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.86)	$ (0.86)	$ (0.86)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.15)	$ (0.15)	$ (0.15)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.31)	$ (0.31)	$ (0.31)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.31)	$ (0.31)	$ (0.31)	4pm - 9pm, Monday - Friday
TOU-GS-3-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.28336	$ 0.29336	$ 0.29836	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09366	$ 0.10366	$ 0.10866	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06629	$ 0.07629	$ 0.08129	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.11550	$ 0.12550	$ 0.13050	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07546	$ 0.08546	$ 0.09046	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04406	$ 0.05406	$ 0.05906	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00151)	$ (0.00151)	$ (0.00151)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00337)	$ (0.00337)	$ (0.00337)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00342)	$ (0.00342)	$ (0.00342)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 4.40	$ 4.40	$ 4.40	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 2.34	$ 2.34	$ 2.34	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.15)	$ (0.15)	$ (0.15)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.34)	$ (0.34)	$ (0.34)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.35)	$ (0.35)	$ (0.35)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.05)	$ (0.05)	$ (0.05)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.12)	$ (0.12)	$ (0.12)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.12)	$ (0.12)	$ (0.12)	4pm - 9pm, Monday - Friday
TOU-GS-3-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.07814	$ 0.08814	$ 0.09314	12pm - 6pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	SUMMER MID-PEAK	$ 0.07359	$ 0.08359	$ 0.08859	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07126	$ 0.08126	$ 0.08626	All other hours
	WINTER MID-PEAK	$ 0.09667	$ 0.10667	$ 0.11167	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06022	$ 0.07022	$ 0.07522	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 10.64	$ 10.64	$ 10.64	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 3.56	$ 3.56	$ 3.56	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-3-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.20911	$ 0.21911	$ 0.22411	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10786	$ 0.11786	$ 0.12286	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07126	$ 0.08126	$ 0.08626	All other hours
	WINTER MID-PEAK	$ 0.09667	$ 0.10667	$ 0.11167	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06022	$ 0.07022	$ 0.07522	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00176)	$ (0.00176)	$ (0.00176)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00397)	$ (0.00397)	$ (0.00397)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00402)	$ (0.00402)	$ (0.00402)	All electric usage

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-SEC-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10145	$ 0.11145	$ 0.11645	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09331	$ 0.10331	$ 0.10831	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06615	$ 0.07615	$ 0.08115	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.07495	$ 0.08495	$ 0.08995	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07536	$ 0.08536	$ 0.09036	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04388	$ 0.05388	$ 0.05888	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 16.74	$ 16.74	$ 16.74	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 5.13	$ 5.13	$ 5.13	4pm - 9pm, Monday - Friday
TOU-8-PRI-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.09617	$ 0.10617	$ 0.11117	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08865	$ 0.09865	$ 0.10365	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06283	$ 0.07283	$ 0.07783	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.07127	$ 0.08127	$ 0.08627	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07178	$ 0.08178	$ 0.08678	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04190	$ 0.05190	$ 0.05690	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 15.90	$ 15.90	$ 15.90	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 5.95	$ 5.95	$ 5.95	4pm - 9pm, Monday - Friday
TOU-8-SUB-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.09028	$ 0.10028	$ 0.10528	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08344	$ 0.09344	$ 0.09844	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.05886	$ 0.06886	$ 0.07386	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.06680	$ 0.07680	$ 0.08180	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.06750	$ 0.07750	$ 0.08250	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.03940	$ 0.04940	$ 0.05440	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00053)	$ (0.00053)	$ (0.00053)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 17.56	$ 17.56	$ 17.56	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 5.67	$ 5.67	$ 5.67	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.17)	$ (0.17)	$ (0.17)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.05)	$ (0.05)	$ (0.05)	4pm - 9pm, Monday - Friday
TOU-8-SEC-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.27412	$ 0.28412	$ 0.28912	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09331	$ 0.10331	$ 0.10831	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06615	$ 0.07615	$ 0.08115	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10849	$ 0.11849	$ 0.12349	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07536	$ 0.08536	$ 0.09036	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04388	$ 0.05388	$ 0.05888	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 4.64	$ 4.64	$ 4.64	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 2.10	$ 2.10	$ 2.10	4pm - 9pm, Monday - Friday
TOU-8-PRI-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.25669	$ 0.26669	$ 0.27169	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08865	$ 0.09865	$ 0.10365	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06283	$ 0.07283	$ 0.07783	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.12285	$ 0.13285	$ 0.13785	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07178	$ 0.08178	$ 0.08678	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04190	$ 0.05190	$ 0.05690	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 3.90	$ 3.90	$ 3.90	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 0.68	$ 0.68	$ 0.68	4pm - 9pm, Monday - Friday
TOU-8-SUB-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.28096	$ 0.29096	$ 0.29596	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08344	$ 0.09344	$ 0.09844	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.05886	$ 0.06886	$ 0.07386	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10838	$ 0.11838	$ 0.12338	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.06750	$ 0.07750	$ 0.08250	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.03940	$ 0.04940	$ 0.05440	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00066)	$ (0.00066)	$ (0.00066)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 1.66	$ 1.66	$ 1.66	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 0.81	$ 0.81	$ 0.81	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS					
OCPA Rate Schedule	**Period**	**Basic Choice**	**Smart Choice**	**100% Renewable Choice**	**Time Period Definitions**
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.02)	$ (0.02)	$ (0.02)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.01)	$ (0.01)	$ (0.01)	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-SEC-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.07793	$ 0.08793	$ 0.09293	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.07315	$ 0.08315	$ 0.08815	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07105	$ 0.08105	$ 0.08605	All other hours
	WINTER MID-PEAK	$ 0.09314	$ 0.10314	$ 0.10814	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06093	$ 0.07093	$ 0.07593	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 11.52	$ 11.52	$ 11.52	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 3.79	$ 3.79	$ 3.79	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-PRI-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.07416	$ 0.08416	$ 0.08916	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.06935	$ 0.07935	$ 0.08435	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.06763	$ 0.07763	$ 0.08263	All other hours
	WINTER MID-PEAK	$ 0.09508	$ 0.10508	$ 0.11008	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.05919	$ 0.06919	$ 0.07419	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 11.19	$ 11.19	$ 11.19	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 3.59	$ 3.59	$ 3.59	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-SUB-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.06951	$ 0.07951	$ 0.08451	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.06482	$ 0.07482	$ 0.07982	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.06341	$ 0.07341	$ 0.07841	All other hours
	WINTER MID-PEAK	$ 0.08796	$ 0.09796	$ 0.10296	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.05609	$ 0.06609	$ 0.07109	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00053)	$ (0.00053)	$ (0.00053)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 12.79	$ 12.79	$ 12.79	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 4.14	$ 4.14	$ 4.14	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER ON-PEAK AND MID-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.25)	$ (0.25)	$ (0.25)	8am - 11pm, Monday - Friday
TOU-8-SEC-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.21030	$ 0.22030	$ 0.22530	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10537	$ 0.11537	$ 0.12037	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07105	$ 0.08105	$ 0.08605	All other hours
	WINTER MID-PEAK	$ 0.09314	$ 0.10314	$ 0.10814	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06093	$ 0.07093	$ 0.07593	All other hours
TOU-8-PRI-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.20075	$ 0.21075	$ 0.21575	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09802	$ 0.10802	$ 0.11302	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.06763	$ 0.07763	$ 0.08263	All other hours
	WINTER MID-PEAK	$ 0.09508	$ 0.10508	$ 0.11008	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.05919	$ 0.06919	$ 0.07419	All other hours
TOU-8-SUB-R					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.19883	$ 0.20883	$ 0.21383	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09324	$ 0.10324	$ 0.10824	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.06341	$ 0.07341	$ 0.07841	All other hours
	WINTER MID-PEAK	$ 0.08796	$ 0.09796	$ 0.10296	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.05609	$ 0.06609	$ 0.07109	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00083)	$ (0.00083)	$ (0.00083)	All electric usage
TOU-8-SEC-RBU					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10145	$ 0.11145	$ 0.11645	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09331	$ 0.10331	$ 0.10831	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06615	$ 0.07615	$ 0.08115	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.07495	$ 0.08495	$ 0.08995	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07536	$ 0.08536	$ 0.09036	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04388	$ 0.05388	$ 0.05888	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 16.74	$ 16.74	$ 16.74	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 5.13	$ 5.13	$ 5.13	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-PRI-RBU					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.09617	$ 0.10617	$ 0.11117	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08865	$ 0.09865	$ 0.10365	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06283	$ 0.07283	$ 0.07783	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.07127	$ 0.08127	$ 0.08627	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07178	$ 0.08178	$ 0.08678	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04190	$ 0.05190	$ 0.05690	8am - 4pm, every day
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 15.90	$ 15.90	$ 15.90	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 5.95	$ 5.95	$ 5.95	4pm - 9pm, Monday - Friday
TOU-8-SUB-RBU					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.09028	$ 0.10028	$ 0.10528	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08344	$ 0.09344	$ 0.09844	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.05886	$ 0.06886	$ 0.07386	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.06680	$ 0.07680	$ 0.08180	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.06750	$ 0.07750	$ 0.08250	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.03940	$ 0.04940	$ 0.05440	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00053)	$ (0.00053)	$ (0.00053)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 17.56	$ 17.56	$ 17.56	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 5.67	$ 5.67	$ 5.67	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.17)	$ (0.17)	$ (0.17)	4pm - 9pm, Monday - Friday
	WINTER WEEKDAYS VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.05)	$ (0.05)	$ (0.05)	4pm - 9pm, Monday - Friday

BUSINESS ELECTRIC VEHICLE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-EV-7					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.29881	$ 0.30881	$ 0.31381	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11200	$ 0.12200	$ 0.12700	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.09367	$ 0.10367	$ 0.10867	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.16522	$ 0.17522	$ 0.18022	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10857	$ 0.11857	$ 0.12357	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.05468	$ 0.06468	$ 0.06968	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00117)	$ (0.00117)	$ (0.00117)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00254)	$ (0.00254)	$ (0.00254)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00258)	$ (0.00258)	$ (0.00258)	All electric usage
TOU-EV-8					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.32984	$ 0.33984	$ 0.34484	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10054	$ 0.11054	$ 0.11554	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.07996	$ 0.08996	$ 0.09496	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.14065	$ 0.15065	$ 0.15565	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.09229	$ 0.10229	$ 0.10729	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04518	$ 0.05518	$ 0.06018	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00208)	$ (0.00208)	$ (0.00208)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00470)	$ (0.00470)	$ (0.00470)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00475)	$ (0.00475)	$ (0.00475)	All electric usage
TOU-EV-9-SEC					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.25755	$ 0.26755	$ 0.27255	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09331	$ 0.10331	$ 0.10831	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.07450	$ 0.08450	$ 0.08950	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.13167	$ 0.14167	$ 0.14667	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.08417	$ 0.09417	$ 0.09917	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04388	$ 0.05388	$ 0.05888	8am - 4pm, every day
TOU-EV-9-PRI					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.23389	$ 0.24389	$ 0.24889	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08865	$ 0.09865	$ 0.10365	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06995	$ 0.07995	$ 0.08495	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.12948	$ 0.13948	$ 0.14448	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07875	$ 0.08875	$ 0.09375	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04190	$ 0.05190	$ 0.05690	8am - 4pm, every day
TOU-EV-9-SUB					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.22778	$ 0.23778	$ 0.24278	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08344	$ 0.09344	$ 0.09844	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06531	$ 0.07531	$ 0.08031	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.11529	$ 0.12529	$ 0.13029	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07318	$ 0.08318	$ 0.08818	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.03940	$ 0.04940	$ 0.05440	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00083)	$ (0.00083)	$ (0.00083)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.10982	$ 0.11982	$ 0.12482	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10096	$ 0.11096	$ 0.11596	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.07000	$ 0.08000	$ 0.08500	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.08804	$ 0.09804	$ 0.10304	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07198	$ 0.08198	$ 0.08698	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06286	$ 0.07286	$ 0.07786	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00084)	$ (0.00084)	$ (0.00084)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00186)	$ (0.00186)	$ (0.00186)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00186)	$ (0.00186)	$ (0.00186)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 10.17	$ 10.17	$ 10.17	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 2.30	$ 2.30	$ 2.30	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.15)	$ (0.15)	$ (0.15)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.31)	$ (0.31)	$ (0.31)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.31)	$ (0.31)	$ (0.31)	4pm - 9pm, Monday - Friday
	WINTER WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage
TOU-PA-2-D5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.20939	$ 0.21939	$ 0.22439	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.19804	$ 0.20804	$ 0.21304	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06620	$ 0.07620	$ 0.08120	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.08988	$ 0.09988	$ 0.10488	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.07346	$ 0.08346	$ 0.08846	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.06410	$ 0.07410	$ 0.07910	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00087)	$ (0.00087)	$ (0.00087)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00191)	$ (0.00191)	$ (0.00191)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00192)	$ (0.00192)	$ (0.00192)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 9.74	$ 9.74	$ 9.74	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	$ 2.14	$ 2.14	$ 2.14	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.13)	$ (0.13)	$ (0.13)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.29)	$ (0.29)	$ (0.29)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.29)	$ (0.29)	$ (0.29)	5pm - 8pm, Monday - Friday
	WINTER WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.34732	$ 0.35732	$ 0.36232	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10096	$ 0.11096	$ 0.11596	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.07000	$ 0.08000	$ 0.08500	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10044	$ 0.11044	$ 0.11544	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.08185	$ 0.09185	$ 0.09685	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07127	$ 0.08127	$ 0.08627	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00139)	$ (0.00139)	$ (0.00139)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00302)	$ (0.00302)	$ (0.00302)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00303)	$ (0.00303)	$ (0.00303)	All electric usage
DEMAND CHARGE ($/KW)	YEAR ROUND WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage
TOU-PA-2-E5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.57163	$ 0.58163	$ 0.58663	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.19804	$ 0.20804	$ 0.21304	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06620	$ 0.07620	$ 0.08120	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.10085	$ 0.11085	$ 0.11585	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.08218	$ 0.09218	$ 0.09718	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07155	$ 0.08155	$ 0.08655	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00139)	$ (0.00139)	$ (0.00139)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00302)	$ (0.00302)	$ (0.00302)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00303)	$ (0.00303)	$ (0.00303)	All electric usage
DEMAND CHARGE ($/KW)	YEAR ROUND WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage
TOU-PA-2-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.22244	$ 0.23244	$ 0.23744	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.10676	$ 0.11676	$ 0.12176	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07538	$ 0.08538	$ 0.09038	All other hours
	WINTER MID-PEAK	$ 0.09961	$ 0.10961	$ 0.11461	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06904	$ 0.07904	$ 0.08404	All other hours
DEMAND CHARGE ($/KW)	YEAR ROUND WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage
TOU-PA-2-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.08271	$ 0.09271	$ 0.09771	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.07715	$ 0.08715	$ 0.09215	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.07538	$ 0.08538	$ 0.09038	All other hours
	WINTER MID-PEAK	$ 0.09961	$ 0.10961	$ 0.11461	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06904	$ 0.07904	$ 0.08404	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 7.21	$ 7.21	$ 7.21	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 2.21	$ 2.21	$ 2.21	8am - 12pm & 6pm - 11pm, Monday - Friday
	WINTER WIND MACHINE CREDIT ($/kW)	$ (9.76)	$ (9.76)	$ (9.76)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-D					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.09653	$ 0.10653	$ 0.11153	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08888	$ 0.09888	$ 0.10388	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06203	$ 0.07203	$ 0.07703	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.07678	$ 0.08678	$ 0.09178	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07721	$ 0.08721	$ 0.09221	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04502	$ 0.05502	$ 0.06002	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00082)	$ (0.00082)	$ (0.00082)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00182)	$ (0.00182)	$ (0.00182)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00185)	$ (0.00185)	$ (0.00185)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 10.85	$ 10.85	$ 10.85	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	$ 2.34	$ 2.34	$ 2.34	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.16)	$ (0.16)	$ (0.16)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.38)	$ (0.38)	$ (0.38)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.38)	$ (0.38)	$ (0.38)	4pm - 9pm, Monday - Friday
TOU-PA-3-D5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.17932	$ 0.18932	$ 0.19432	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.16968	$ 0.17968	$ 0.18468	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.05891	$ 0.06891	$ 0.07391	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.07617	$ 0.08617	$ 0.09117	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.07660	$ 0.08660	$ 0.09160	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.04463	$ 0.05463	$ 0.05963	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00083)	$ (0.00083)	$ (0.00083)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00182)	$ (0.00182)	$ (0.00182)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00185)	$ (0.00185)	$ (0.00185)	All electric usage
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 10.40	$ 10.40	$ 10.40	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	$ 2.86	$ 2.86	$ 2.86	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV ($/kW)	$ (0.17)	$ (0.17)	$ (0.17)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV ($/kW)	$ (0.39)	$ (0.39)	$ (0.39)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV ($/kW)	$ (0.38)	$ (0.38)	$ (0.38)	5pm - 8pm, Monday - Friday
TOU-PA-3-E					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.29845	$ 0.30845	$ 0.31345	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.08888	$ 0.09888	$ 0.10388	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.06203	$ 0.07203	$ 0.07703	9pm - 4pm, every day
	WINTER MID-PEAK	$ 0.10563	$ 0.11563	$ 0.12063	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.08605	$ 0.09605	$ 0.10105	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.03725	$ 0.04725	$ 0.05225	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00127)	$ (0.00127)	$ (0.00127)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00289)	$ (0.00289)	$ (0.00289)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00292)	$ (0.00292)	$ (0.00292)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-E5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.48359	$ 0.49359	$ 0.49859	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.16968	$ 0.17968	$ 0.18468	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	$ 0.05891	$ 0.06891	$ 0.07391	8pm - 5pm, every day
	WINTER MID-PEAK	$ 0.11007	$ 0.12007	$ 0.12507	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.08959	$ 0.09959	$ 0.10459	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.03854	$ 0.04854	$ 0.05354	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV ($/kWh)	$ (0.00128)	$ (0.00128)	$ (0.00128)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV ($/kWh)	$ (0.00290)	$ (0.00290)	$ (0.00290)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV ($/kWh)	$ (0.00292)	$ (0.00292)	$ (0.00292)	All electric usage
TOU-PA-3-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.19450	$ 0.20450	$ 0.20950	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.09285	$ 0.10285	$ 0.10785	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.06663	$ 0.07663	$ 0.08163	All other hours
	WINTER MID-PEAK	$ 0.08698	$ 0.09698	$ 0.10198	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06344	$ 0.07344	$ 0.07844	All other hours
TOU-PA-3-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.07300	$ 0.08300	$ 0.08800	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.06809	$ 0.07809	$ 0.08309	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.06663	$ 0.07663	$ 0.08163	All other hours
	WINTER MID-PEAK	$ 0.08698	$ 0.09698	$ 0.10198	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.06344	$ 0.07344	$ 0.07844	All other hours
DEMAND CHARGE ($/KW)	SUMMER ON-PEAK	$ 7.64	$ 7.64	$ 7.64	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	$ 2.24	$ 2.24	$ 2.24	8am - 12pm & 6pm - 11pm, Monday - Friday

STREETLIGHT CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
Streetlighting (LS-1, LS-2, DWL, and OL-1)					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.06846	$ 0.07846	$ 0.08346	All electric usage
LS-3					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.06854	$ 0.07854	$ 0.08354	All electric usage
AL-2-F					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.06854	$ 0.07854	$ 0.08354	All electric usage
AL-2-GF					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.14775	$ 0.15775	$ 0.16275	8am - 4pm, every day
	SUMMER OFF-PEAK	$ 0.06854	$ 0.07854	$ 0.08354	All other hours
	WINTER ON-PEAK	$ 0.10115	$ 0.11115	$ 0.11615	8am - 4pm, every day
	WINTER OFF-PEAK	$ 0.06854	$ 0.07854	$ 0.08354	All other hours
TC-1					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.09268	$ 0.10268	$ 0.10768	All electric usage
WTR					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.10647	$ 0.11647	$ 0.12147	All electric usage

*Applicable holidays for rate time periods are as follows: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.

Effective: Mar 24, 2025

OCPA Rates in SCE Territory

Wildfire Fund Non-Bypassable Charge

The **Wildfire Fund Non-Bypassable Charge (WFC)** supports the California Wildfire Fund. This charge is assessed to all customers, including SCE-only customers, but is collected separately for CCA customers. The funds go to the State of California for potential disbursement to IOUs, such as SCE, if a catastrophic event occurs. Customers on CARE and Medical Baseline Programs are currently exempt from these charges.

Competition Transition Charge

The ongoing **Competition Transition Charge (CTC)** recovers the CPUC-approved market price limit for legacy electricity contracts (signed prior to 1998), as well as statutorily authorized costs that are related to restructuring of California's electric industry prior to the energy crisis. These charges are assessed to all customers, including SCE-only customers, but are collected separately for CCA customers and go directly to SCE.

Surcharge

The **Generation Municipal Surcharge (GMS) Factor** recovers franchise fees paid by SCE to operate within certain municipal jurisdictions within California. This charge is assessed to all customers, including SCE-only customers, but is collected separately for CCA customers. The charge equals the product of the GMS factor and the SCE rates or charges that have been removed from the bill of a customer receiving CCA service. An exemption applies to CA political subdivision and certain cogeneration or nonutility generation facilities. It is the responsibility of the customer to self-identify for exemption.

Rate Group	WFC (All Vintages)	CTC (All Vintages)	GMS Factor (All Vintages)
Domestic[1]	$ 0.00595	$ (0.00058)	0.009261
GS-1[2]	$ 0.00595	$ (0.00041)	0.009261
TC-1[3]	$ 0.00595	$ (0.00044)	0.009261
GS-2[4]	$ 0.00595	$ (0.00043)	0.009261
TOU-GS-3[5]	$ 0.00595	$ (0.00042)	0.009261
TOU-8-Sec[6]	$ 0.00595	$ (0.00041)	0.009261
TOU-8-Pri[6]	$ 0.00595	$ (0.00040)	0.009261
TOU-8-Sub[6]	$ 0.00595	$ (0.00038)	0.009261
Small AG[7]	$ 0.00595	$ (0.00042)	0.009261
Large AG[8]	$ 0.00595	$ (0.00042)	0.009261
St. Lighting[9]	$ 0.00595	$ (0.00053)	0.009261

[2] Includes Schedules GS-1, TOU-GS-1, TOU-GS-1-RTP, AL-2 (On-Peak), LS-3 Option B (On- Peak), and TOU-EV-7.
[3] Includes Schedules TC-1, Wi-Fi-1, and WTR.
[4] Includes Schedules GS-2, TOU-EV-8, TOU-GS-2, and TOU-GS-2-RTP.
[5] Includes Schedules TOU-GS-3 and TOU-GS-3-RTP.
[6] Includes Schedules TOU-EV-9, TOU-8, TOU-8-RBU, and TOU-8-RTP.
[7] Includes Schedules PA-1, PA-2, TOU-PA-2, and TOU-PA-2-RTP.
[8] Includes Schedules TOU-PA-3 and TOU-PA-3-RTP.
[9] Includes Schedules AL-2-(Off-Peak), DWL, LS-1, LS-2, LS-3, LS-3 Option B (Off-Peak), and OL-1.

OCPA Rates in SCE Territory

Power Charge Indifference Adjustment

The **Power Charge Indifference Adjustment (PCIA)** is a fee collected by SCE and assessed to customers who receive their electric generation services from another provider. The PCIA is considered an "exit fee" assessed by SCE to cover costs for departing customers; resources acquired prior to a customer's change in service providers, and to ensure their current customers are “indifferent” to costs associated with the departed customers. SCE assigns customers a "PCIA Vintage" based on the date a customer’s respective community enrolled in alternative service; this date is reset upon reenrollment if a customer opts-out and later re-enrolls in OCPA service. The PCIA is charged on a per kWh basis based on net monthly usage, and is unaffected by time of use.

Rate Group	PCIA	Vintage
Domestic[1]	$ (0.01613)	2022
GS-1[2]	$ (0.00906)	2021
TC-1[3]	$ (0.00962)	2021
GS-2[4]	$ (0.00949)	2021
TOU-GS-3[5]	$ (0.00922)	2021
TOU-8-Sec[6]	$ (0.00899)	2021
TOU-8-Pri[6]	$ (0.00879)	2021
TOU-8-Sub[6]	$ (0.00831)	2021
Small AG[7]	$ (0.00930)	2021
Large AG[8]	$ (0.00919)	2021
St. Lighting[9]	$ (0.01160)	2021

Orange County Power Authority Rate Identification Number (RIN) Key

The tables below show the corresponding Rate Identification Number (RIN) to Orange County Power Authority (OCPA) rate. OCPA rates that are not time-dependent or Time-of-Use (TOU) do not have a corresponding RIN and are therefore excluded from this key. Your RIN can also be found below the "Details of your new charges" section on the generation portion of your utility bill.

Commercial Customers			
OCPA Rate	**RIN - Basic Choice**	**RIN - Smart Choice**	**RIN - 100% Renewable**
TOU-GS-1-SEC-D	USCA-XXOC-0038-0000	USCA-XXOC-0167-0000	USCA-XXOC-0166-0000
TOU-GS-1-PRI-D	USCA-XXOC-0035-0000	USCA-XXOC-0161-0000	USCA-XXOC-0160-0000
TOU-GS-1-SUB-D	USCA-XXOC-0041-0000	USCA-XXOC-0173-0000	USCA-XXOC-0172-0000
TOU-GS-1-SEC-E	USCA-XXOC-0039-0000	USCA-XXOC-0169-0000	USCA-XXOC-0168-0000
TOU-GS-1-PRI-E	USCA-XXOC-0036-0000	USCA-XXOC-0163-0000	USCA-XXOC-0162-0000
TOU-GS-1-SUB-E	USCA-XXOC-0042-0000	USCA-XXOC-0175-0000	USCA-XXOC-0174-0000
TOU-GS-1-SEC-ES	USCA-XXOC-0040-0000	USCA-XXOC-0171-0000	USCA-XXOC-0170-0000
TOU-GS-1-PRI-ES	USCA-XXOC-0037-0000	USCA-XXOC-0165-0000	USCA-XXOC-0164-0000
TOU-GS-1-SUB-ES	USCA-XXOC-0043-0000	USCA-XXOC-0177-0000	USCA-XXOC-0176-0000
TOU-GS-1-A	USCA-XXOC-0033-0000	USCA-XXOC-0157-0000	USCA-XXOC-0156-0000
TOU-GS-1-B	USCA-XXOC-0034-0000	USCA-XXOC-0159-0000	USCA-XXOC-0158-0000
TOU-GS-2-SEC-D	USCA-XXOC-0048-0000	USCA-XXOC-0187-0000	USCA-XXOC-0186-0000
TOU-GS-2-PRI-D	USCA-XXOC-0045-0000	USCA-XXOC-0181-0000	USCA-XXOC-0180-0000
TOU-GS-2-SUB-D	USCA-XXOC-0051-0000	USCA-XXOC-0193-0000	USCA-XXOC-0192-0000
TOU-GS-2-SEC-E	USCA-XXOC-0049-0000	USCA-XXOC-0189-0000	USCA-XXOC-0188-0000
TOU-GS-2-PRI-E	USCA-XXOC-0046-0000	USCA-XXOC-0183-0000	USCA-XXOC-0182-0000
TOU-GS-2-SUB-E	USCA-XXOC-0052-0000	USCA-XXOC-0195-0000	USCA-XXOC-0194-0000
TOU-GS-2-B	USCA-XXOC-0044-0000	USCA-XXOC-0179-0000	USCA-XXOC-0178-0000
TOU-GS-2-SEC-R	USCA-XXOC-0050-0000	USCA-XXOC-0191-0000	USCA-XXOC-0190-0000
TOU-GS-2-PRI-R	USCA-XXOC-0047-0000	USCA-XXOC-0185-0000	USCA-XXOC-0184-0000
TOU-GS-2-SUB-R	USCA-XXOC-0053-0000	USCA-XXOC-0197-0000	USCA-XXOC-0196-0000
TOU-GS-3-SEC-D	USCA-XXOC-0058-0000	USCA-XXOC-0207-0000	USCA-XXOC-0206-0000
TOU-GS-3-PRI-D	USCA-XXOC-0055-0000	USCA-XXOC-0201-0000	USCA-XXOC-0200-0000
TOU-GS-3-SUB-D	USCA-XXOC-0061-0000	USCA-XXOC-0213-0000	USCA-XXOC-0212-0000
TOU-GS-3-SEC-E	USCA-XXOC-0059-0000	USCA-XXOC-0209-0000	USCA-XXOC-0208-0000
TOU-GS-3-PRI-E	USCA-XXOC-0056-0000	USCA-XXOC-0203-0000	USCA-XXOC-0202-0000
TOU-GS-3-SUB-E	USCA-XXOC-0062-0000	USCA-XXOC-0215-0000	USCA-XXOC-0214-0000
TOU-GS-3-B	USCA-XXOC-0054-0000	USCA-XXOC-0199-0000	USCA-XXOC-0198-0000
TOU-GS-3-SEC-R	USCA-XXOC-0060-0000	USCA-XXOC-0211-0000	USCA-XXOC-0210-0000
TOU-GS-3-PRI-R	USCA-XXOC-0057-0000	USCA-XXOC-0205-0000	USCA-XXOC-0204-0000
TOU-GS-3-SUB-R	USCA-XXOC-0063-0000	USCA-XXOC-0217-0000	USCA-XXOC-0216-0000
TOU-8-SEC-D	USCA-XXOC-0008-0000	USCA-XXOC-0107-0000	USCA-XXOC-0106-0000
TOU-8-PRI-D	USCA-XXOC-0003-0000	USCA-XXOC-0097-0000	USCA-XXOC-0096-0000
TOU-8-SUB-D	USCA-XXOC-0013-0000	USCA-XXOC-0117-0000	USCA-XXOC-0116-0000
TOU-8-SEC-E	USCA-XXOC-0009-0000	USCA-XXOC-0109-0000	USCA-XXOC-0108-0000
TOU-8-PRI-E	USCA-XXOC-0004-0000	USCA-XXOC-0099-0000	USCA-XXOC-0098-0000
TOU-8-SUB-E	USCA-XXOC-0014-0000	USCA-XXOC-0119-0000	USCA-XXOC-0118-0000
TOU-8-SEC-B	USCA-XXOC-0007-0000	USCA-XXOC-0105-0000	USCA-XXOC-0104-0000

TOU-8-PRI-B	USCA-XXOC-0002-0000	USCA-XXOC-0095-0000	USCA-XXOC-0094-0000
TOU-8-SUB-B	USCA-XXOC-0012-0000	USCA-XXOC-0115-0000	USCA-XXOC-0114-0000
TOU-8-SEC-R	USCA-XXOC-0010-0000	USCA-XXOC-0111-0000	USCA-XXOC-0110-0000
TOU-8-PRI-R	USCA-XXOC-0005-0000	USCA-XXOC-0101-0000	USCA-XXOC-0100-0000
TOU-8-SUB-R	USCA-XXOC-0015-0000	USCA-XXOC-0121-0000	USCA-XXOC-0120-0000
TOU-8-SEC-RBU	USCA-XXOC-0011-0000	USCA-XXOC-0113-0000	USCA-XXOC-0112-0000
TOU-8-PRI-RBU	USCA-XXOC-0006-0000	USCA-XXOC-0103-0000	USCA-XXOC-0102-0000
TOU-8-SUB-RBU	USCA-XXOC-0016-0000	USCA-XXOC-0123-0000	USCA-XXOC-0122-0000
TOU-EV-7-SEC	USCA-XXOC-0025-0000	USCA-XXOC-0141-0000	USCA-XXOC-0140-0000
TOU-EV-7-PRI	USCA-XXOC-0024-0000	USCA-XXOC-0139-0000	USCA-XXOC-0138-0000
TOU-EV-7-SUB	USCA-XXOC-0026-0000	USCA-XXOC-0143-0000	USCA-XXOC-0142-0000
TOU-EV-8-SEC	USCA-XXOC-0028-0000	USCA-XXOC-0147-0000	USCA-XXOC-0146-0000
TOU-EV-8-PRI	USCA-XXOC-0027-0000	USCA-XXOC-0145-0000	USCA-XXOC-0144-0000
TOU-EV-8-SUB	USCA-XXOC-0029-0000	USCA-XXOC-0149-0000	USCA-XXOC-0148-0000
TOU-EV-9-SEC	USCA-XXOC-0031-0000	USCA-XXOC-0153-0000	USCA-XXOC-0152-0000
TOU-EV-9-PRI	USCA-XXOC-0030-0000	USCA-XXOC-0151-0000	USCA-XXOC-0150-0000
TOU-EV-9-SUB	USCA-XXOC-0032-0000	USCA-XXOC-0155-0000	USCA-XXOC-0154-0000
TOU-PA-2-SEC-D	USCA-XXOC-0070-0000	USCA-XXOC-0231-0000	USCA-XXOC-0230-0000
TOU-PA-2-PRI-D	USCA-XXOC-0066-0000	USCA-XXOC-0223-0000	USCA-XXOC-0222-0000
TOU-PA-2-SUB-D	USCA-XXOC-0074-0000	USCA-XXOC-0239-0000	USCA-XXOC-0238-0000
TOU-PA-2-SEC-D5	USCA-XXOC-0071-0000	USCA-XXOC-0233-0000	USCA-XXOC-0232-0000
TOU-PA-2-PRI-D5	USCA-XXOC-0067-0000	USCA-XXOC-0225-0000	USCA-XXOC-0224-0000
TOU-PA-2-SUB-D5	USCA-XXOC-0075-0000	USCA-XXOC-0241-0000	USCA-XXOC-0240-0000
TOU-PA-2-SEC-E	USCA-XXOC-0072-0000	USCA-XXOC-0235-0000	USCA-XXOC-0234-0000
TOU-PA-2-PRI-E	USCA-XXOC-0068-0000	USCA-XXOC-0227-0000	USCA-XXOC-0226-0000
TOU-PA-2-SUB-E	USCA-XXOC-0076-0000	USCA-XXOC-0243-0000	USCA-XXOC-0242-0000
TOU-PA-2-SEC-E5	USCA-XXOC-0073-0000	USCA-XXOC-0237-0000	USCA-XXOC-0236-0000
TOU-PA-2-PRI-E5	USCA-XXOC-0069-0000	USCA-XXOC-0229-0000	USCA-XXOC-0228-0000
TOU-PA-2-SUB-E5	USCA-XXOC-0077-0000	USCA-XXOC-0245-0000	USCA-XXOC-0244-0000
TOU-PA-2-A	USCA-XXOC-0064-0000	USCA-XXOC-0219-0000	USCA-XXOC-0218-0000
TOU-PA-2-B	USCA-XXOC-0065-0000	USCA-XXOC-0221-0000	USCA-XXOC-0220-0000
TOU-PA-3-SEC-D	USCA-XXOC-0084-0000	USCA-XXOC-0259-0000	USCA-XXOC-0258-0000
TOU-PA-3-PRI-D	USCA-XXOC-0080-0000	USCA-XXOC-0251-0000	USCA-XXOC-0250-0000
TOU-PA-3-SUB-D	USCA-XXOC-0088-0000	USCA-XXOC-0267-0000	USCA-XXOC-0266-0000
TOU-PA-3-SEC-D5	USCA-XXOC-0085-0000	USCA-XXOC-0261-0000	USCA-XXOC-0260-0000
TOU-PA-3-PRI-D5	USCA-XXOC-0081-0000	USCA-XXOC-0253-0000	USCA-XXOC-0252-0000
TOU-PA-3-SUB-D5	USCA-XXOC-0089-0000	USCA-XXOC-0269-0000	USCA-XXOC-0268-0000
TOU-PA-3-SEC-E	USCA-XXOC-0086-0000	USCA-XXOC-0263-0000	USCA-XXOC-0262-0000
TOU-PA-3-PRI-E	USCA-XXOC-0082-0000	USCA-XXOC-0255-0000	USCA-XXOC-0254-0000
TOU-PA-3-SUB-E	USCA-XXOC-0090-0000	USCA-XXOC-0271-0000	USCA-XXOC-0270-0000
TOU-PA-3-SEC-E5	USCA-XXOC-0087-0000	USCA-XXOC-0265-0000	USCA-XXOC-0264-0000
TOU-PA-3-PRI-E5	USCA-XXOC-0083-0000	USCA-XXOC-0257-0000	USCA-XXOC-0256-0000
TOU-PA-3-SUB-E5	USCA-XXOC-0091-0000	USCA-XXOC-0273-0000	USCA-XXOC-0272-0000
TOU-PA-3-A	USCA-XXOC-0078-0000	USCA-XXOC-0247-0000	USCA-XXOC-0246-0000
TOU-PA-3-B	USCA-XXOC-0079-0000	USCA-XXOC-0249-0000	USCA-XXOC-0248-0000
AL-2-GF	USCA-XXOC-0001-0000	USCA-XXOC-0093-0000	USCA-XXOC-0092-0000

Effective: Mar 24, 2025

RESIDENTIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
DOMESTIC					
GENERATION CHARGE ($/KWH)	YEAR-ROUND	$ 0.12323	$ 0.13323	$ 0.13823	All electric usage
TOU-D-4					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.24871	$ 0.25871	$ 0.26371	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.14074	$ 0.15074	$ 0.15574	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.08352	$ 0.09352	$ 0.09852	All other hours
	WINTER MID-PEAK	$ 0.18158	$ 0.19158	$ 0.19658	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.10852	$ 0.11852	$ 0.12352	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.09104	$ 0.10104	$ 0.10604	8am - 4pm, every day
TOU-D-5					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.38633	$ 0.39633	$ 0.40133	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.20625	$ 0.21625	$ 0.22125	5pm - 8pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.07455	$ 0.08455	$ 0.08955	All other hours
	WINTER MID-PEAK	$ 0.26331	$ 0.27331	$ 0.27831	5pm - 8pm, every day
	WINTER OFF-PEAK	$ 0.10694	$ 0.11694	$ 0.12194	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.08148	$ 0.09148	$ 0.09648	8am - 5pm, every day
TOU-D-A					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.26354	$ 0.27354	$ 0.27854	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.11952	$ 0.12952	$ 0.13452	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	$ 0.08898	$ 0.09898	$ 0.10398	10pm - 8am, every day
	WINTER ON-PEAK	$ 0.16313	$ 0.17313	$ 0.17813	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.09488	$ 0.10488	$ 0.10988	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	$ 0.09066	$ 0.10066	$ 0.10566	10pm - 8am, every day
TOU-D-B					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.38707	$ 0.39707	$ 0.40207	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	$ 0.11948	$ 0.12948	$ 0.13448	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	$ 0.05374	$ 0.06374	$ 0.06874	10pm - 8am, every day
	WINTER ON-PEAK	$ 0.15787	$ 0.16787	$ 0.17287	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	$ 0.09489	$ 0.10489	$ 0.10989	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	$ 0.05460	$ 0.06460	$ 0.06960	10pm - 8am, every day
TOU-D-PRIME					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.28834	$ 0.29834	$ 0.30334	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	$ 0.11305	$ 0.12305	$ 0.12805	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	$ 0.08087	$ 0.09087	$ 0.09587	All other hours
	WINTER MID-PEAK	$ 0.25415	$ 0.26415	$ 0.26915	4pm - 9pm, every day
	WINTER OFF-PEAK	$ 0.07085	$ 0.08085	$ 0.08585	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	$ 0.07085	$ 0.08085	$ 0.08585	8am - 4pm, every day
TOU-D-T					Summer - June through September; Winter - October through May
GENERATION CHARGE ($/KWH)	SUMMER ON-PEAK	$ 0.15191	$ 0.16191	$ 0.16691	12pm - 6pm, Monday - Friday except holidays*
	SUMMER OFF-PEAK	$ 0.13957	$ 0.14957	$ 0.15457	All other hours
	WINTER ON-PEAK	$ 0.11696	$ 0.12696	$ 0.13196	12pm - 6pm, Monday - Friday except holidays*
	WINTER OFF-PEAK	$ 0.10779	$ 0.11779	$ 0.12279	All other hours

*Holidays are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas.

Orange County Power Authority Rate Identification Number (RIN) Key

The tables below show the corresponding Rate Identification Number (RIN) to Orange County Power Authority (OCPA) rate. OCPA rates that are not time-dependent or Time-of-Use (TOU) do not have a corresponding RIN and are therefore excluded from this key. Your RIN can also be found below the "Details of your new charges" section on the generation portion of your utility bill.

Residential Customers			
OCPA Rate	**RIN - Basic Choice**	**RIN - Smart Choice**	**RIN - 100% Renewable**
TOU-D-4	USCA-XXOC-0017-0000	USCA-XXOC-0125-0000	USCA-XXOC-0124-0000
TOU-D-5	USCA-XXOC-0018-0000	USCA-XXOC-0127-0000	USCA-XXOC-0126-0000
TOU-D-A	USCA-XXOC-0019-0000	USCA-XXOC-0129-0000	USCA-XXOC-0128-0000
TOU-D-B	USCA-XXOC-0020-0000	USCA-XXOC-0131-0000	USCA-XXOC-0130-0000
TOU-D-PRIME	USCA-XXOC-0021-0000	USCA-XXOC-0133-0000	USCA-XXOC-0132-0000
TOU-D-T	USCA-XXOC-0022-0000	USCA-XXOC-0135-0000	USCA-XXOC-0134-0000

2025-2026

FISCAL YEAR OPERATING BUDGET

ORANGE COUNTY POWER AUTHORITY
YOUR CLEAN ENERGY CHOICE

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CEO Message

As we prepare for the FY25/26 fiscal year, the Orange County Power Authority (OCPA) reaffirms its unwavering commitment to delivering affordable, reliable, and sustainable energy to our customers. The proposed budget reflects a strategic, forward-thinking approach, adeptly balancing immediate fiscal challenges with a vision for long-term resilience and growth. Anchored by our core principles of transparency, customer empowerment, and community-driven innovation, OCPA is poised to navigate a dynamic regulatory and market landscape while delivering exceptional value to the communities we serve.

A critical challenge in 2026 is the volatility of the Power Charge Indifference Adjustment (PCIA), driven by fluctuating market dynamics and legacy utility contract vintages. In collaboration with the California Community Choice Association (CalCCA), OCPA is spearheading advocacy efforts at the California Public Utilities Commission (CPUC) to enact meaningful PCIA reforms. These reforms prioritize capping the PCIA, enhancing transparency in its methodology, and ensuring equitable cost allocation. By stabilizing PCIA expenses, we safeguard our ability to offer competitive rates relative to Southern California Edison (SCE), reinforcing affordability for our customers.

Affordability remains the cornerstone of OCPA's mission. Our Basic Choice plan, delivering 47% renewable energy, is projected to maintain a 3% cost advantage over SCE's equivalent generation rates, ensuring tangible savings for our customers. The FY25/26 budget is meticulously crafted to fully fund operating expenses, debt obligations, and a prudent reserve contribution, supported by a robust energy cost mitigation strategy that preserves our competitive edge.

OCPA's financial position continues to strengthen, supported by consistent operating surpluses. For FY25/26, we aim to build reserves to 30–50% of annual operating expenses, enhancing liquidity and operational flexibility. Concurrently, we are advancing a strategic roadmap to secure an investment-grade credit rating by 2027, which will strengthen our capacity to negotiate favorable energy procurement terms and fortify our fiscal foundation.

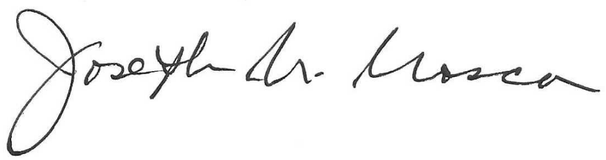
To optimize long-term power procurement costs, OCPA is exploring innovative financing solutions, such as green prepayment bonds. A rigorous feasibility study will assess market conditions and OCPA's financial preparedness, with findings to be presented in a transparent workshop for our Board of Directors. This session will feature detailed case studies and comprehensive cost-benefit analyses, ensuring decisions are informed, accountable, and aligned with our mission.

CEO Message (Continued)

OCPA is steadfast in its commitment to reinvesting in the communities we serve. In FY25/26, we will expand transformative customer programs to advance equitable access to clean energy. These initiatives include solar incentives, enhanced electric vehicle (EV) charging infrastructure, and the Disadvantaged Communities Green Tariff (DAC-GT) program. The DAC-GT will deliver 100% renewable energy and a 20% bill discount to eligible residential customers in disadvantaged communities, furthering the objectives of our Community Power Plan and promoting energy equity.

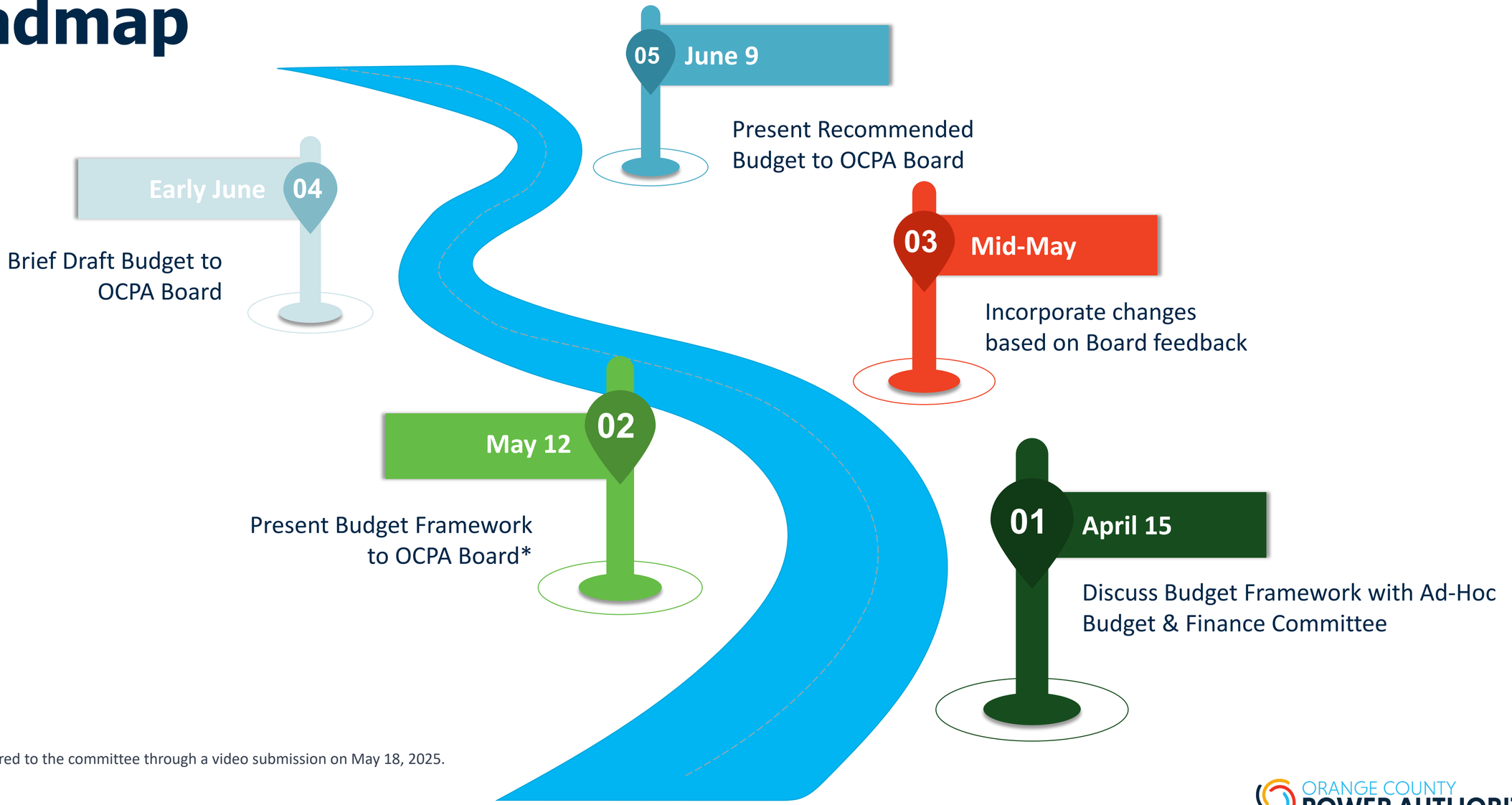
OCPA is thrilled to announce the planned expansion of service to Fountain Valley in October 2026. This milestone will broaden our customer base and enhance economies of scale, driving operational efficiencies. To ensure a seamless transition, we are implementing meticulous financial planning and strategic forecasting to align revenue and expenditure projections, maintaining our commitment to fiscal stability.

With the steadfast support of our Board and community, OCPA is uniquely positioned to lead the transition to a cleaner, more affordable, and equitable energy future. Through prudent resource management, robust policy advocacy, and impactful community programs, we will continue to combat climate change while empowering our communities with sustainable, accessible energy solutions.



Joe Mosca
Chief Executive Officer

FY2025/26 Budget Roadmap



*The presentation was delivered to the committee through a video submission on May 18, 2025.

ORANGE COUNTY POWER AUTHORITY

OCPA FY2025/26
Operating Budget - Background

The Orange County Power Authority (OCPA) is pleased to present a balanced budget for Fiscal Year 2025-26, marking the third year of full operations. This budget aligns with the Board-approved strategic goal of prioritizing fiscal sustainability and affordability.

OCPA's budget is updated annually and reviewed mid-year to balance immediate operational needs with long-term financial stability and rate affordability. It outlines estimated revenues and expenses for the fiscal year, spanning July 1, 2025, to June 30, 2026, and is developed using a zero-based budgeting approach, requiring all expenses to be justified from the ground up to ensure efficient and purpose-driven resource allocation.

The proposed budget is organized into two primary categories: revenues and expenses. These categories are intentionally broad to provide flexibility, minimizing the need for frequent adjustments while ensuring adaptability to changing conditions.

OCPA FY2025/26 Operating Budget - Highlights

1. **Financial Strength:** Despite reduced rates, OCPA maintains robust financial health, projecting a net surplus of $0.45 million. The operating reserve is expected to reach $45 million, covering 16% of total operating expenses by June 30, 2026, and subsequently elevate it to $76 million (30% of total operating expenses) by December 31, 2026, thus meeting the Board's minimum reserve target.
2. **Affordable Rates:** OCPA's 2025 rate structure remains unchanged, offering competitive pricing. Basic Choice rates, with 47% renewable energy, provide a 3% discount compared to SCE's equivalent generation rates. Smart Choice rates deliver 55% renewable and 40% carbon-free energy in 2025, increasing to 60% renewable and 40% carbon-free energy in 2026, and add 1¢/kWh to Basic Choice rates. 100% Renewable Choice rates add 1.5¢/kWh to Basic Choice rates. The 3% discount applied to Basic Choice rates is proportionally extended across all three rate plans.
3. **Competitive Net Energy Metering Program:** OCPA preserves NEM 2.0 benefits for all customers, providing full retail compensation, accelerated solar payback, and a net surplus compensation rate 10% higher than SCE's, reinforcing local solar adoption.
4. **Clean and Renewable Procurement Strategy:** Secures long-term contracts for clean and renewable energy resources to meet a significant portion of its electric demand, ensuring sustainability and cost stability.
5. **Innovative Financing Options:** To optimize long-term power procurement costs, OCPA will explore green prepayment bonds, enhancing financial flexibility for clean energy investments.
6. **Community Power Plan:** Advances equitable clean energy access through solar-focused initiatives, including a low-interest loan program for solar incentives, expanded EV charging infrastructure, and the Disadvantaged Community Green Tariff program, which provides 100% renewable energy and bill discounts to income-qualified residents.
7. **Talented Workforce:** OCPA plans to reclassify two existing positions and maintain adequate staffing to support core operations and strategic priorities.

Recommended OCPA Operating Budget FY2025/26

($ in thousands) Period Ending Jun 30	Approved Mid-Year Budget FY 2024/25	% of Rev	Reforecast FY2024/25	% of Rev	Proposed Budget FY2025/26	% of Rev	Change $	Change %
REVENUE AND OTHER SOURCES								
Revenue - Electricity Base	252,312		248,064		246,322			
Revenue - Smart Choice Premium	5,931		5,257		7,430			
Revenue - 100% Renewable Premium	13,411		16,008		3,252			
Less: Uncollectible Accounts	(4,754)		(4,713)		(3,855)		(11,467)	(4.3%)
Revenue deferral	45,000		15,112		29,888		14,776	97.8%
Net Revenue - Electricity	311,900	98.6%	279,728	98.4%	283,037	99.0%	3,309	1.2%
Investment and Miscellaneous Income	4,499	1.4%	4,510	1.6%	3,000	1.0%	(1,510)	(33.5%)
Total Net Revenue and Other Sources	316,399	100.0%	284,238	100.0%	286,037	100.0%	1,799	0.6%
EXPENDITURES AND OTHER USES								
CURRENT EXPENDITURES								
Cost of Energy	285,539	90.2%	271,038	95.4%	269,368	94.2%	(1,669)	(0.6%)
Data Manager	1,850	0.6%	1,831	0.6%	2,237	0.8%	406	22.2%
Utilities Service Fees	572	0.2%	456	0.2%	480	0.2%	24	5.2%
Staffing Costs	4,738	1.5%	4,560	1.6%	6,212	2.2%	1,652	36.2%
Contract Services	1,610	0.5%	1,521	0.5%	1,562	0.5%	40	2.6%
Legal Services	596	0.2%	506	0.2%	756	0.3%	250	49.3%
Marketing and Outreach	1,794	0.6%	1,726	0.6%	1,650	0.6%	(76)	(4.4%)
Other G&A	1,429	0.5%	1,328	0.5%	1,787	0.6%	459	34.6%
Energy Programs	592	0.2%	586	0.2%	1,221	0.4%	635	108.4%
	298,721	94.4%	283,552	99.8%	285,272	99.7%	1,720	0.6%
OTHER USES								
Capital Outlay	377	0.1%	377	0.1%	0	0.0%	(377)	(100.0%)
Total Other Uses	377	0.1%	377	0.1%	0	0.0%	(377)	(100.0%)
DEBT SERVICE								
Interest costs - nonoperating	315	0.1%	309	0.1%	314	0.1%	5	1.6%
Finance costs - Principal	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Expenditures and Other Uses	299,413	94.6%	284,238	100.0%	285,587	99.8%	1,349	0.5%
Net Income (Surplus/Deficit)	**16,986**	5.4%	**0**	0.0%	**450**	0.2%	450	105823.4%
Key Statistics:								
Total Load (MWh) - Retail	2,181,527		2,181,527		2,150,129			
$/MWh - Net Electricity Sales	$ 142.97		$ 121.30		$ 117.74			

OCPA FY2024/25 and FY2025/26 Operating Budget - Overview

$ in thousands Period Ending June 30	Approved FY2024/25 Mid-Year Budget	% rev	% of Total Operating Expenses	FY2024/25 Reforecast	% rev	% of Total Operating Expenses	Difference ($)	FY2025/26 Recommended Budget	% rev	% of Total Operating Expenses	YOY Difference ($)
Net Electricity Revenue	$266,900			$264,616				$253,149			
Revenue Deferral from FY2023/24	45,000			45,000							
Revenue Deferral from FY2024/25				(29,888)				29,888			
Net Electricity Revenue	311,900	98.6%		279,728	98.4%		(32,172)	283,037	99.0%		3,309
Investment Income	4,499	1.4%		4,510	1.6%		11	3,000	1.0%		(1,510)
Less: Cost of Energy	285,539	90.2%	95.6%	271,038	95.4%	95.6%	(14,501)	269,368	94.2%	94.4%	(1,669)
Less: Non-Energy Operating	13,182	4.2%	4.4%	12,514	4.4%	4.4%	(667)	15,904	5.6%	5.6%	3,390
Less: Capital Outlay & Debt Service	692	0.2%		686	0.2%		(6)	314	0.1%		(372)
Net Position (bottom line)	**$16,986**	**5.4%**		**$0**	**0.0%**		(16,986)	**$450**	**0.2%**		**450**
Operating Reserve	**$61,852**			**$44,866**			(16,986)	**$45,316**			**450**
Reserve as a % of operating expenses	21%			16%				16%			
Operating Reserve as of December 31, 2026								**$75,977**			
Reserve % as of December 31, 2026 (Board's minimum reserve target)								30%			

FY2024/25 Reforecast:
Despite a $36.4 million drop in net electricity revenue—driven by the retention of the 2024 rate design and Irvine's shift from 100% Renewable Choice to Basic Choice—OCPA mitigated the impact by deferring $45 million in revenue from FY 2023/24. This strategy enabled a projected $17 million contribution to the operating reserve, increasing the reserve to $62 million, or 21% of total operating expenses. Additional relief came from lower projected CPUC Market Price Benchmarks (MPBs), effective cost controls, and slower-than-expected hiring, reducing the need for deferred funds to just $15 million and preserving $30 million in the Rate Stabilization Fund. As energy costs are expected to outpace revenues in FY 2025/26, OCPA will deploy the remaining $30 million to maintain rate stability, resulting in a breakeven FY 2024/25 budget and a stable operating reserve of $45 million, or 16% of total operating expenses.

FY2025/26 Budget:
To offset an anticipated revenue shortfall—driven by the continued use of 2024 rate design and Irvine's shift to Basic Choice—OCPA will utilize the remaining $30 million in the Rate Stabilization Fund. Despite increases in system energy and RA costs, total energy costs are projected to decline by $1.7 million, primarily due to an $84 million reduction in PCC1 costs following the suspension of new PCC1 procurement in response to a sharp market price spike in late 2024. Non-energy operating expenses are expected to rise by $3.4 million to support staffing, customer program expansion, and the implementation of a risk management system. The budget forecasts a modest $450k increase in net position, with the operating reserve projected to remain at $45 million by June 30, 2026, and grow to $76 million—or 30% of total operating expenses—by December 31, 2026, meeting the Board's reserve target.

OCPA Revenue Assumptions – Key Highlights

Primary Revenue Source: OCPA's revenue primarily derives from retail electricity sales, driven by generation rates designed to cover power procurement, operating and non-operating expenses, capital expenditures, and contributions to the operating reserve.

Demand Forecast: Total retail load consumption is projected at 2,150 GWh for FY2025/26, including residential and commercial customers from Buena Park, Fullerton, and Irvine.

Data Utilization: Customer counts and load consumption estimates combine actual customer data from SCE and Calpine reports.

2025 OCPA Rates (July through December 2025): Based on the board-approved 2025 Rate Design:

Basic Choice: 3% discount below SCE's equivalent generation rates.

Smart Choice: Basic Choice + 1c/kWh.

100% Renewable Choice: Basic Choice + 1.5c/kWh.

2026 OCPA Rates (January through June 2026): Guided by the Board-approved OCPA Rate Development Policy. Revenue will ensure coverage of power purchases, operational expenses, debt service, and targeted reserves.

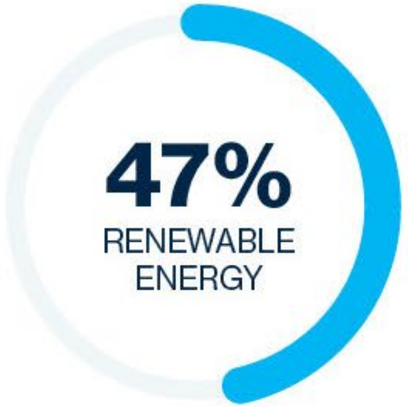
FY2026/27 through FY2030/31 OCPA Rates: Aligned with the Board-approved OCPA Rate Development Policy for long-term financial stability.

Uncollectible Accounts: Reduced from 1.75% to 1.50% of operating, reflecting a low incidence of long-term aging accounts.

OCPA Revenue Assumptions – 2025 Rate Design

OCPA's 2025 rate design offers a 3% discount on the Basic Choice renewable energy plan generation rate compared to SCE's equivalent generation rate, providing significant relief to all customers.

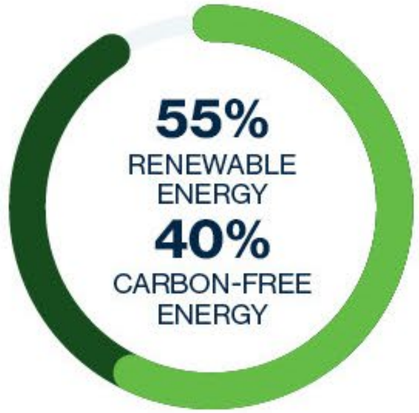
Basic Choice Plan
2025 Energy Mix



COSTS 3% LESS THAN SCE EQUIVALENT GENERATION RATE

Select Plan

Smart Choice Plan
2025 Energy Mix



ONLY AVAILABLE WITH OCPA

Select Plan

100% Renewable Choice Plan

ONLY AVAILABLE WITH OCPA

Select Plan

OCPA Revenue – Revenue Deferral

- **$45 million** in revenue was deferred to the Rate Stabilization Fund from FY 2023/24 to FY 2024/25 to offset a projected revenue shortfall.
- This action aligns with the Board-approved Rate Stabilization Policy, which promotes financial stability and customer affordability.
- The 2024 rate design was maintained in 2025, despite SCE's generation rate decline, to shield customers from rate shock in 2025.
- Irvine's shift from 100% Renewable Choice to Basic Choice in February 2025 also contributed to revenue impacts.
- Financial relief came from a projected decline in the CPUC's RPS & RA Market Price Benchmarks, combined with disciplined cost controls and slower-than-expected hiring.
- Only **$15 million** of the $45 million deferral is now expected to be used in FY2024/25, leaving $30 million in the Rate Stabilization Fund to protect against future volatility in SCE rates or energy price spikes.
- Energy costs in FY 2025/26 are projected to exceed revenues; OCPA will proactively deploy the remaining **$30 million** to maintain rate and operational stability.
- FY 2024/25 revenues and expenses are projected to balance at $284 million, resulting in a breakeven ($0) outcome.
- Following the $30 million deferral, FY 2025/26 net revenue is projected at $286 million – sufficient to fully cover energy and non-energy operating expenses.

OCPA Cost of Energy Assumptions – Key Highlights

OCPA procures electricity from renewable sources, such as solar and wind, to meet customer demand, with SCE managing delivery, billing, and infrastructure maintenance. OCPA's energy costs are shaped by market fluctuations, seasonal demand surges (e.g., summer heat waves), and increasing customer load, which may necessitate purchasing additional power at elevated market rates. Regulatory requirements, including California's Resource Adequacy mandates, require OCPA to secure sufficient energy capacity, potentially raising costs during peak periods. To address these challenges, OCPA employs long-term power purchase agreements and maintains a diverse renewable energy portfolio, ensuring competitive rates while supporting California's sustainability goals. Below are the key assumptions for FY2025/26 power supply costs:

Cost of Energy Components:

- Energy: Includes system energy, renewable energy (including carbon-free attributes), and CAISO fees, estimated at $225 million or 83% of total power supply cost.
- Resource Adequacy (RA): A reliability obligation requiring committed generating capacity for system reliability, estimated at $45 million or 17% of total power supply cost.

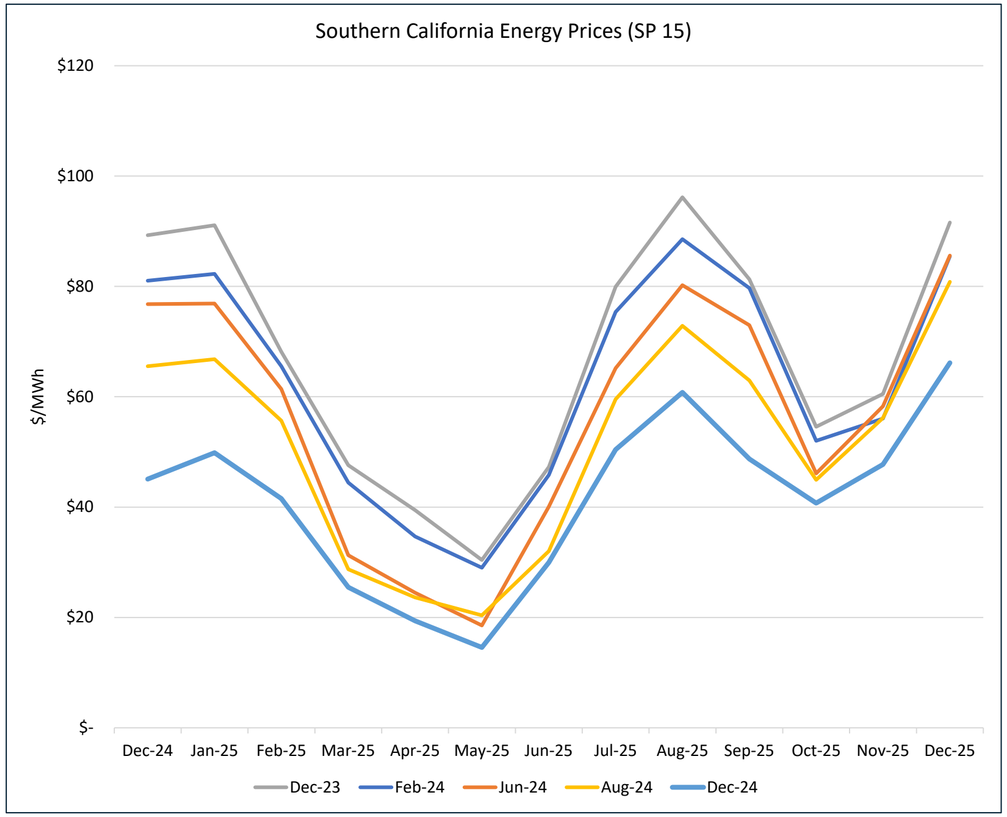
Forecast Contracts: OCPA employs forward contracts to secure energy supply in advance, ensuring resource sufficiency and cost predictability for the budget.

Competitive Net Energy Metering (NEM) program: OCPA maintains NEM 2.0 benefits, offering full retail rate compensation for excess solar generation and Net Surplus Compensation (NSC) at 10% above SCE's NSC rate. The estimated payout for NEM customers in FY2025/26 is $525,000.

OCPA Cost of Energy Assumptions – System Energy

CAISO forward energy prices for the next 12-month period have continued to decline and are now 28% lower compared to one year ago.

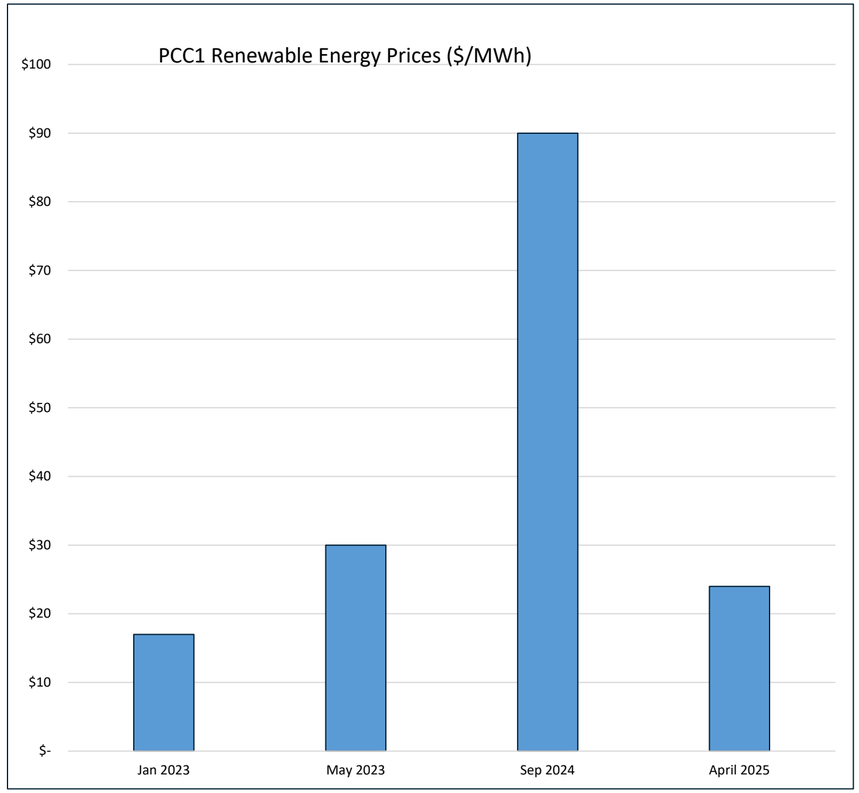
The downward trend is driven by stable natural gas prices and an improving outlook on the supply stack's ability to meet demand.



ORANGE COUNTY POWER AUTHORITY

OCPA Cost of Energy Assumptions – Eligible Renewable Energy

- PCC1 prices surged 400% from trough to peak over three years, driven by late 2024 market imbalances and rising demand.
- Over the past six months, PCC1 prices have declined by 83%.
- Rising renewable energy costs are reflected in SCE's higher VAMO (PCC1) prices, which are based on the CPUC's Market Price Benchmarks (MPBs).
- For OCPA, PCC1 from SCE's VAMO contracts is priced according to the CPUC's MPB mechanism. Despite recent market declines, the MPB continues to reflect elevated or rising renewable energy costs, impacting OCPA's RPS-related expenses.



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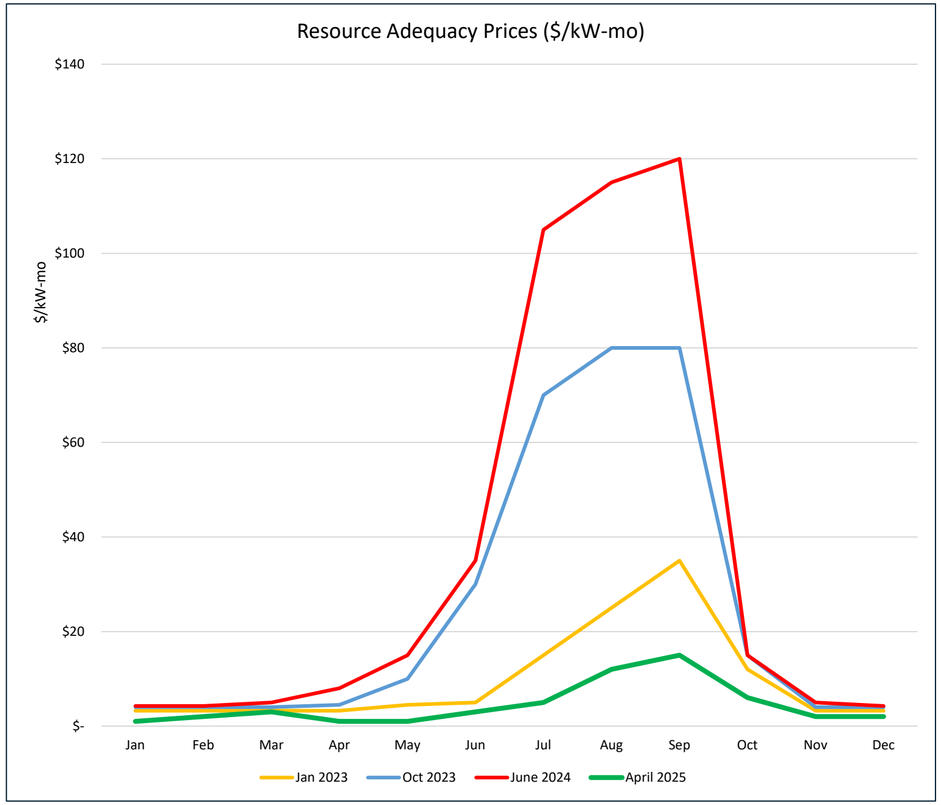
OCPA Cost of Energy Assumptions – Resource Adequacy

Chart shows price changes for 2025 RA volumes from Jan 2023 to present.

Significant price drop observed since the YA deadline in Oct 2024.

2026-2027 RA prices have started to decline but remain above 2025 levels – primarily due to higher MCAM prices, based on CPUC Market Price Benchmarks.

The new slice-of-day framework may require some portfolio-balancing transactions. The 2025 requirements will be known in July.



ORANGE COUNTY POWER AUTHORITY

Operating Expenses Highlights: Data Management & SCE Service Fees

OCPA's operating expenses are categorized into seven categories: Data Management & SCE Service Fees, Staffing Costs, Professional Contracts, Legal & Lobbying Support, Marketing and Outreach, General and Administrative Expenses, and Energy Programs. In addition to these operating costs, the budget includes non-operating debt service expenses, which account for interest and related financing costs. Key assumptions for each expense category are outlined below.

Data Management & SCE Service Fees

- Data Management Services: Provided by Calpine, these services encompass billing data validation, bill coordination with Southern California Edison (SCE), call center operations, customer enrollment database management, move-in/move-out services, and data reporting. Under the contract's service fee waiver clause, Calpine will waive $217,000 in data management fees.
- SCE Services: SCE provides meter reading, data processing, and customer billing services, as mandated by the California Public Utilities Commission (CPUC), with associated fees reflecting these regulatory requirements.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of rev**
Data Management Fee	$2,454	
Less: Fee Waiver	($217)	
Net Data Management Fee	**$2,237**	**1.0%**
SCE Service Fee	**$480**	
Customer Accounts	179,000	

CCA Comparison (3CE, MCE, CPA, SDCP, and SVCE): Total data management & utilities service fees range from 0.9% to 1.5% of revenue.

3CE: Central Coast Community Energy
MCE: Marin Clean Energy
CPA: San Diego Community Power
SDCP: San Diego Community Power
SVCE: Silicon Valley Clean Energy

Operating Expenses Highlights: Staffing Costs

Staffing costs include salaries, payroll taxes, benefits for staff, and board member stipends. The projections account for anticipated cost-of-living adjustments (COLA), recruitment of new positions, full-year financial impacts of existing staff, merit-based salary increases, and changes in employee benefits. Approximately $33,000 in staffing expenses are eligible for reimbursement through funding from the Equitable Building Decarbonization Direct Install (EBD-DI) Program. These salary projections will be further refined during the FY2025/26 Mid-Year Budget Update to reflect actual expenditures.

Approved Staffing – FY2024/25: The current fiscal year includes 29 full-time equivalents (FTEs) and 2 interns.

Proposed Staffing Strategy - FY2025/26: To support the agency's continued operational needs, OCPA will reclassify two existing positions. The total number of FTE positions will remain at 29 for FY2025/26.

Operating Expenses Highlights: Staffing Costs

Reclassifications

To align staff responsibilities with organizational needs and support agency growth, OCPA proposes reclassifying two existing positions within the Administrative Services Department. These updates reflect the evolving scope of duties and ensure compensation is equitable and competitive.

Administrative Services Manager

Current Title: Management Analyst

Department: Administrative Services

Recommended Salary Grade: HR/Administration – Manager (HA4)

Recommended Salary Range: $119,800 to $172,600 annually

Salary Adjustment Recommendation: To promote internal equity and maintain staff morale, OCPA recommends adjusting the salary range of Grade HA4 from $114,700–$165,200 to $119,800–$172,600. This aligns HA4 with the current salary range of the Management Analyst position, classified under Marketing/Program Management – Senior Professional (MP3).

Role & Responsibilities: This position will oversee key administrative functions including human resources, information technology, and office operations. The reclassification reflects the expanded scope and complexity of the role, which is critical to maintaining efficiency and supporting OCPA's evolving organizational needs.

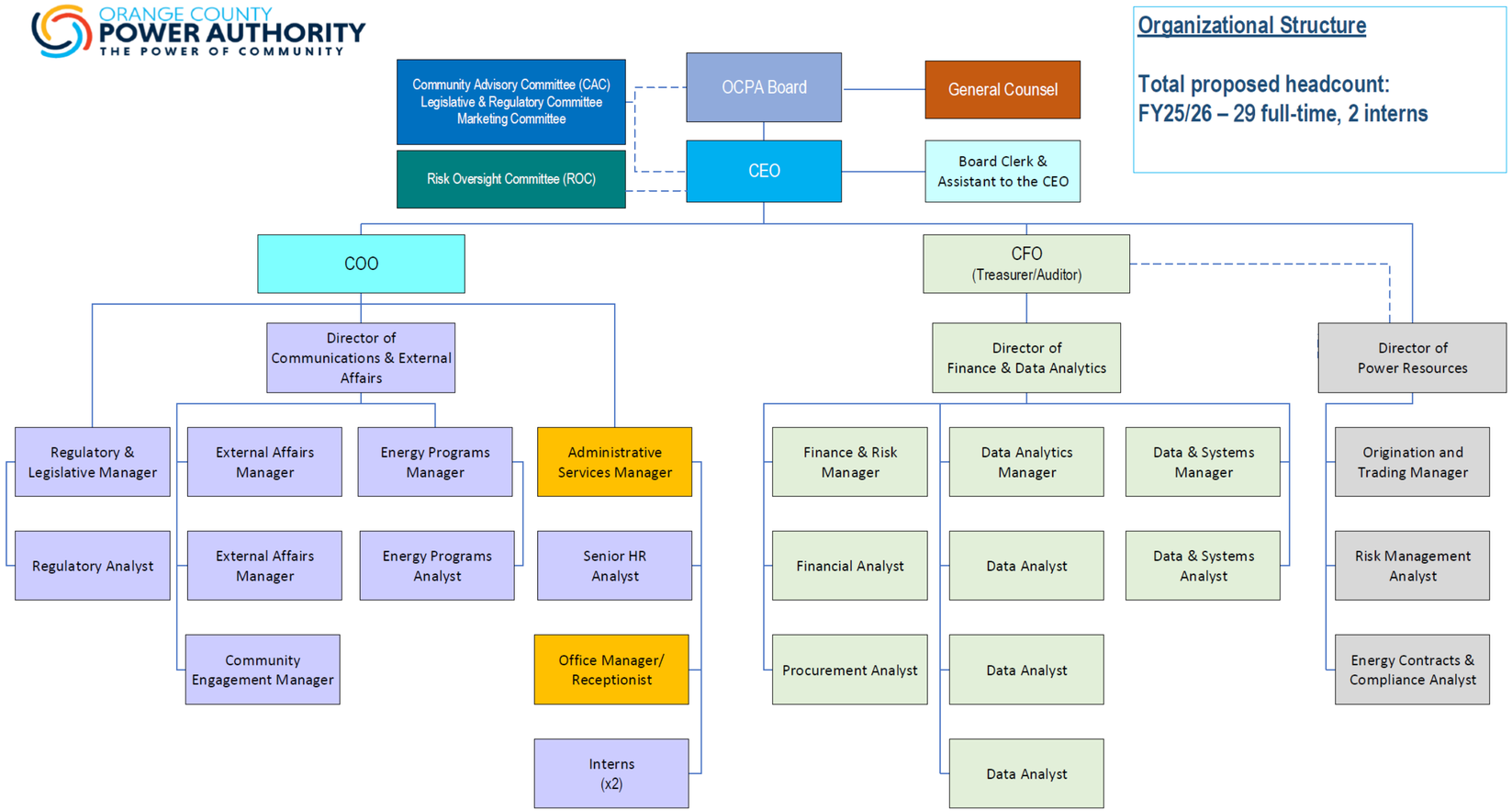
Operating Expenses Highlights: Staffing Costs

Reclassifications

Office Manager/Receptionist

- Current Title: Administrative Assistant
- Department: Administrative Services
- Recommended Salary Grade: HR/Administration – Intermediate Professional (HA2)
- Board-Approved Salary Range: $69,500 – $100,100 annually
- Role & Responsibilities: This position will serve as the primary point of contact for visitors and staff, managing front-desk reception, office logistics, internal communication support, and general clerical duties. The reclassification reflects the role's increased responsibility in maintaining a professional and organized office environment and supporting overall administrative operations.

FY2025/26 Budget Assumption – Proposed Organizational Chart



Operating Expenses Highlights: Cost-of-Living Adjustments (COLA)

OCPA proposes to continue offering a Cost-of-Living Adjustment (COLA) for full-time employees, effective January 1, 2026, to help offset the effects of inflation. The adjustment will be based on the April 2025 Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area and will result in updated budgetary salary pay ranges to reflect the approved COLA.

For FY2025/26, the COLA is budgeted at 3%. Full-time employees hired before December 1, 2025, will receive the adjustment on a pro-rata basis. For example, an employee hired in July 2025 will receive a 1.5% COLA (50% of the full 3% adjustment), while those hired on or after January 1, 2026, will not receive a COLA in that cycle.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of total**	**% of rev**
Salaries	$4,883	78.6%	
Benefits	$998	16.1%	
Board Stipends & Misc.	$116	1.9%	
Payroll Taxes	$110	1.8%	
COLA	$106	1.7%	
Total Staffing Costs	**$6,212**	**100%**	**2.2%**
Total FTEs	29		
Estimated Customer Accounts per FTE	6,200		

CCA Comparison (3CE, MCE, CPA, SDCP, and SVCE): Total staffing costs range from 1.5% to 3.5% of revenue.

Operating Expenses Highlights: Professional Contracts

OCPA follows industry best practices by leveraging external consultants while progressively building internal staffing capacity to handle non-technical tasks. This strategic approach ensures operational efficiency and cost-effectiveness as OCPA transitions to greater self-reliance. Contract services include the following professional support services:

- Energy Procurement and Portfolio Management: Encompasses power supply portfolio and risk management, short and long-term energy procurement and contracting, load forecasting, integrated resource planning, scheduling coordination, Congestion Revenue Rights (CRR) purchases and sales, and California Independent System Operator (CAISO) settlements and reporting.
- Financial and Other Services: Includes accounting, annual financial audit, rate strategy development, SCE General Rate Case (GRC) assessments, SCE Energy Resource Recovery Account (ERRA) forecast reviews, information technology support, cybersecurity services, human resources, credit rating development, and banking services.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of rev**
Energy Procurement and Portfolio Management	$714	
Accounting, Auditing & Banking	$332	
IT, HR, Credit Rating Strategies & Related	$269	
Rate Strategies & Assessments	$247	
Total Professional Contracts	**$1,562**	**0.5%**

CCA Comparison (3CE, MCE, CPA, SDCP, and SVCE): Total professional contract costs range from 0.3% to 1.4% of revenue.

Operating Expenses Highlights: Legal & Lobbying Support Services

OCPA engages legal services to support its operations, governance, and advocacy efforts. These services include general and special counsel representation, support for power supply procurement transactions and negotiations, participation in regulatory proceedings (e.g., SCE's ERRA Applications, SCE GRC assessment, and other compliance obligations), non-energy contracting support, employment matters, governance and general liability management, clerk support, and regulatory and legislative advocacy.

In January 2026, OCPA plans to hire a Sacramento-based lobbyist to enhance its advocacy efforts. The lobbyist will provide insights into legislative sessions and specific bills, strengthen engagement with the California State Legislature and state departments, and amplify OCPA's voice in shaping policies that support clean energy and community power initiatives.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of rev**
General Counsel	$294	
Regulatory & Legislative	$110	
Clerk Support	$104	
Power Procurement Transactional & Negotiation	$100	
Labor Related	$98	
Sacramento Lobbying Support	$50	
Total Legal & Lobbying Support Services	**$756**	**0.3%**
Additional In-House Legal FTEs	None	

CCA Comparison (3CE, MCE, CPA, and SDCP): Total legal & lobbying support services costs range from 0.1% to 0.3% of revenue.

Operating Expenses Highlights: Marketing & Outreach

As a community-focused public agency, OCPA prioritizes meaningful engagement with its customers to build trust, strengthen relationships, and advance its mission of delivering clean, affordable energy. Through a variety of communication channels, OCPA actively connects with local communities to raise awareness of OCPA, educate the public on the benefits of community choice energy, and promote sustainability initiatives. These efforts ensure that residents and businesses across Orange County are well-informed about OCPA's role in supporting environmental stewardship.

The FY2025/26 Marketing and Outreach budget supports these goals by funding mandatory notifications, such as Joint Rate Comparisons, to ensure compliance, as well as marketing and public education campaigns designed to enhance brand recognition and public confidence. Additionally, the budget provides for sponsorships of community events and partnerships with local organizations, along with targeted outreach to promote OCPA's clean energy programs. These efforts reinforce OCPA's commitment to transparent communication and to cultivating an engaged, environmentally conscious community.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of rev**
Marketing & Communications Consulting	$734	
Direct Mailers & Postage	$412	
Advertising & Paid Media	$266	
Sponsorships & Memberships	$149	
Translation, Website Enhancement & Related	$67	
Promotions & Branding	$22	
Total Marketing & Outreach	**$1,650**	**0.6%**

CCA Comparison (3CE, MCE, CPA, SDCP, and SVCE): Total marketing & outreach costs range from 0.1% to 0.4% of revenue.

Operating Expenses Highlights: General & Administrative Expenses

General & Administrative (G&A) expenses support OCPA's daily operations and include office rent and lease amortization (in accordance with Governmental Accounting Standards Board (GASB) Statement No. 87), maintenance, insurance, bank fees, and office supplies. This category also covers IT equipment and software, including OCPA's energy portfolio risk management and data analytics systems, which enhance market intelligence, optimize the power portfolio, mitigate risks, and ensure regulatory compliance.

Discretionary spending for conferences, professional development, travel, and business meals is managed prudently. G&A expenses also include dues for California Community Choice Association (CalCCA) and the California Community Choice Financing Authority (CCCFA) to support industry engagement and potential green bond prepayment opportunities.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of rev**
CalCCA Membership Due	$420	
OCPA Energy Portfolio Risk Management & Data Analytics Systems	$397	
Office Rental and Lease Amortization	$224	
Bank and Commitment Fees	$180	
Business Insurance	$120	
IT Equipment and Software	$93	
CCCFA Membership Due	$70	
Discretionary Spending:		
Conferences, Professional Development & Travel	$146	
Business Meals	$37	
Other Ordinary Business Expenses	$100	
Total General & Administrative Expenses	**$1,787**	**0.6%**

- CalCCA advocates on behalf of California's community choice aggregators (CCAs) before the state legislature and regulatory agencies.
- CCCFA supports its member CCAs by offering prepayment financing structures designed to lower the cost of power procurement.
- CCA Comparison (3CE, MCE, CPA, SDCP, and SVCE): Total general & administrative expenses range from 0.4% to 1.1% of revenue.

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Operating Expenses Highlights: Energy Programs

OCPA is committed to reinvesting in the community through energy programs that directly support its customers. These programs are designed to address the specific energy needs of households and businesses while advancing the transition from fossil fuels to clean energy solutions.

As part of this commitment, OCPA has launched the Community Power Plan (CPP) to better understand the unique priorities of its member communities, ensuring that future programs are responsive and impactful. Continued support is also planned for community grant initiatives that promote clean energy education, as well as ongoing efforts such as the OCPA Marketplace, which offers discounts on energy-efficient products for the home.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of rev**
OCPA CPP Programs Development	$100	
OCPA Programs:		
OCPA CPP Programs	$745	
EV Charger and Solar Battery Rebate Programs	$218	
OC Bright Futures Grant	$100	
OCPA Marketplace and Incentive Finder	$58	
Total Energy Programs	**$1,221**	**0.4%**

CCA Comparison (3CE, MCE, CPA, and SVCE): Total energy programs costs range from 1.1% to 10.4% of revenue.

Operating Expenses Highlights: Equitable Building Decarbonization Direct Install Grant

The Equitable Building Decarbonization Direct Install (EBD-DI) Program, administered by the California Energy Commission (CEC), is a statewide initiative funded by state and federal sources to support the installation of all-electric appliances, energy efficiency measures, and weatherization upgrades in low-income households across under-resources communities.

As a partner, OCPA conducts culturally relevant outreach and education, facilitates participant handoffs, gathers feedback through follow-up surveys, and submits monthly reports to the Program Implementer.

OCPA has been awarded $771k to support the EBD-DI Program, with $474k allocated for OCPA-led activities and $297k for subcontractor outreach. For FY2025/26, reimbursable labor and travel expenses are projected at $34k, with no impact on OCPA's budget.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of rev**
EBD-DI Program Grant Income	$34	
Reimbursable Expenses:		
Direct Labor and Fridge Benefits	($33)	
Travel	($1)	
Total EBD-DI Program Fund Impact	**$0**	**0%**

Operating Expenses Highlights: Debt Services

Debt service includes interest costs on the $7.5 million loan from the City of Irvine, as well as imputed interest on OCPA's office lease. The lease-related interest is calculated in accordance with Governmental Accounting Standards Board (GASB) Statement No. 87, which requires the net present value of lease obligations to be capitalized and amortized over the lease term.

$ in thousands **Period Ending June 30**	**FY2025/26 Budget**	**% of rev**
Interest Costs – City of Irvine	$265	
Interest Costs – OCPA's Office Lease	$49	
Total Debt Services	**$314**	0.1%

CCA Comparison (MCE and SDCP): Total debt services costs range from 0.1% to 0.7% of revenue.

5-Year OCPA Financial Proforma FY2026/27 to 2030/31

($ in thousands) Period Ending Jun 30	Reforecast FY2024/25	% of Rev	Budget FY2025/26	% of Rev	Projection FY2026/27	% of Rev	Projection FY2027/28	% of Rev	Projection FY2028/29	% of Rev	Projection FY2029/30	% of Rev	Projection FY2030/31	% of Rev
REVENUE AND OTHER SOURCES														
Revenue - Electricity Base	248,064	87.3%	246,322	86.1%	289,120	97.0%	306,105	96.9%	307,355	96.9%	309,504	96.9%	312,014	96.9%
Revenue - Smart Choice Premium	5,257	1.8%	7,430	2.6%	6,543	2.2%	5,001	1.6%	5,022	1.6%	5,064	1.6%	5,104	1.6%
Revenue - 100% Renewable Premium	16,008	5.6%	3,252	1.1%	4,048	1.4%	6,644	2.1%	6,672	2.1%	6,728	2.1%	6,781	2.1%
Less: Uncollectible Accounts	(4,713)	(1.8%)	(3,855)	(1.5%)	(4,496)	(1.5%)	(4,766)	(1.5%)	(4,786)	(1.5%)	(4,819)	(1.5%)	(4,858)	(1.5%)
Revenue deferral	15,112		29,888		0		0		0		0		0	
Net Revenue - Electricity	279,728	98.4%	283,037	99.0%	295,215	99.0%	312,983	99.1%	314,263	99.1%	316,476	99.1%	319,041	99.1%
Investment and Miscellaneous Income	4,510	1.6%	3,000	1.0%	3,000	1.0%	3,000	0.9%	3,000	0.9%	3,000	0.9%	3,000	0.9%
Total Net Revenue and Other Sources	284,238	100.0%	286,037	100.0%	298,215	100.0%	315,983	100.0%	317,263	100.0%	319,476	100.0%	322,041	100.0%
EXPENDITURES AND OTHER USES														
CURRENT EXPENDITURES														
Cost of Energy	271,038	95.4%	269,368	94.2%	260,317	87.3%	259,399	82.1%	265,720	83.8%	267,633	83.8%	270,720	84.1%
Data Manager	1,831	0.6%	2,237	0.8%	2,668	0.9%	2,790	0.9%	2,865	0.9%	2,942	0.9%	3,021	0.9%
Utilities Service Fees	456	0.2%	480	0.2%	525	0.2%	540	0.2%	540	0.2%	540	0.2%	540	0.2%
Staffing Costs	4,560	1.6%	6,212	2.2%	7,415	2.5%	8,194	2.6%	9,010	2.8%	9,868	3.1%	10,768	3.3%
Contract Services	1,521	0.5%	1,562	0.5%	1,525	0.5%	1,458	0.5%	1,477	0.5%	1,502	0.5%	1,529	0.5%
Legal Services	506	0.2%	756	0.3%	843	0.3%	881	0.3%	922	0.3%	922	0.3%	922	0.3%
Marketing and Outreach	1,726	0.6%	1,650	0.6%	1,731	0.6%	1,817	0.6%	1,906	0.6%	2,001	0.6%	2,099	0.7%
Other G&A	1,328	0.5%	1,787	0.6%	2,102	0.7%	2,101	0.7%	2,132	0.7%	2,190	0.7%	2,250	0.7%
Energy Programs	586	0.2%	1,221	0.4%	1,183	0.4%	1,438	0.5%	1,693	0.5%	1,949	0.6%	2,205	0.7%
	283,552	99.8%	285,272	99.7%	278,309	93.3%	278,618	88.2%	286,266	90.2%	289,547	90.6%	294,055	91.3%
OTHER USES														
Capital Outlay	377	0.1%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Other Uses	377	0.1%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
DEBT SERVICE														
Interest costs - nonoperating	309	0.1%	314	0.1%	196	0.1%	35	0.0%	26	0.0%	16	0.0%	5	0.0%
Finance costs - Principal	0	0.0%	0	0.0%	2,528	0.8%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Expenditures and Other Uses	284,238	100.0%	285,587	99.8%	281,033	94.2%	278,653	88.2%	286,292	90.2%	289,562	90.6%	294,060	91.3%
Net Income Surplus/(Deficit)	**0**	0.0%	**450**	0.2%	**17,181**	5.8%	**37,331**	11.8%	**30,971**	9.8%	**29,914**	9.4%	**27,981**	8.7%
Reserve Balance:														
Carryover balance	44,866	15.8%	44,866	15.7%	45,316	15.2%	62,498	19.8%	99,828	31.5%	130,799	40.9%	160,713	49.9%
Net Income Surplus/(Deficit)	0	0.0%	450	0.2%	17,181	5.8%	37,331	11.8%	30,971	9.8%	29,914	9.4%	27,981	8.7%
Ending balance	44,866		45,316		62,498		99,828		130,799		160,713		188,694	
% of operating expenses	16%		16%		22%		36%		46%		56%		64%	

OCPA Operating Reserves

Maintaining a healthy operating reserve to absorb numerous risks

CHANGE IN MEMBER PARTICIPATION

Possibility of incurring significant financial risks

IOU RATES

PCIA/Gen rates uncertainty

POWER SUPPLY SHOCKS

Record high power prices, volatile market, scarce RA supply during summer months, collateral postings

CUSTOMER PAYMENTS

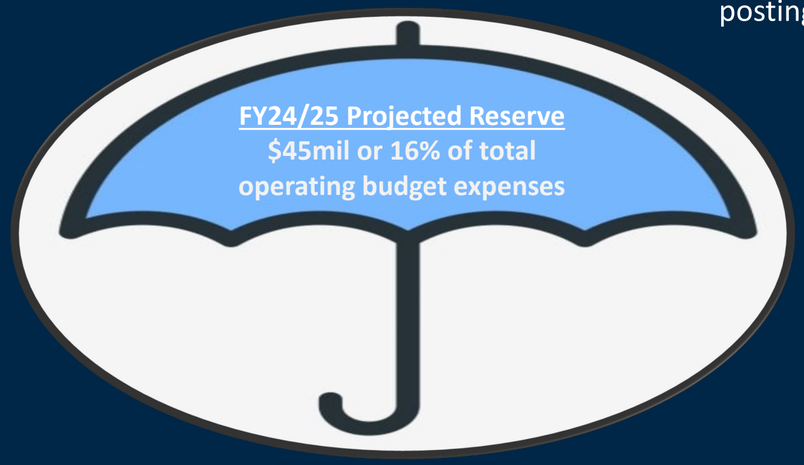
Customer defaults in the event of an economic downturn

REG &LEG ISSUES

Regulatory & Legislative uncertainty, IRP, RPS, RA reform, PCIA, direct access, POLR

RATE AFFORDABILITY

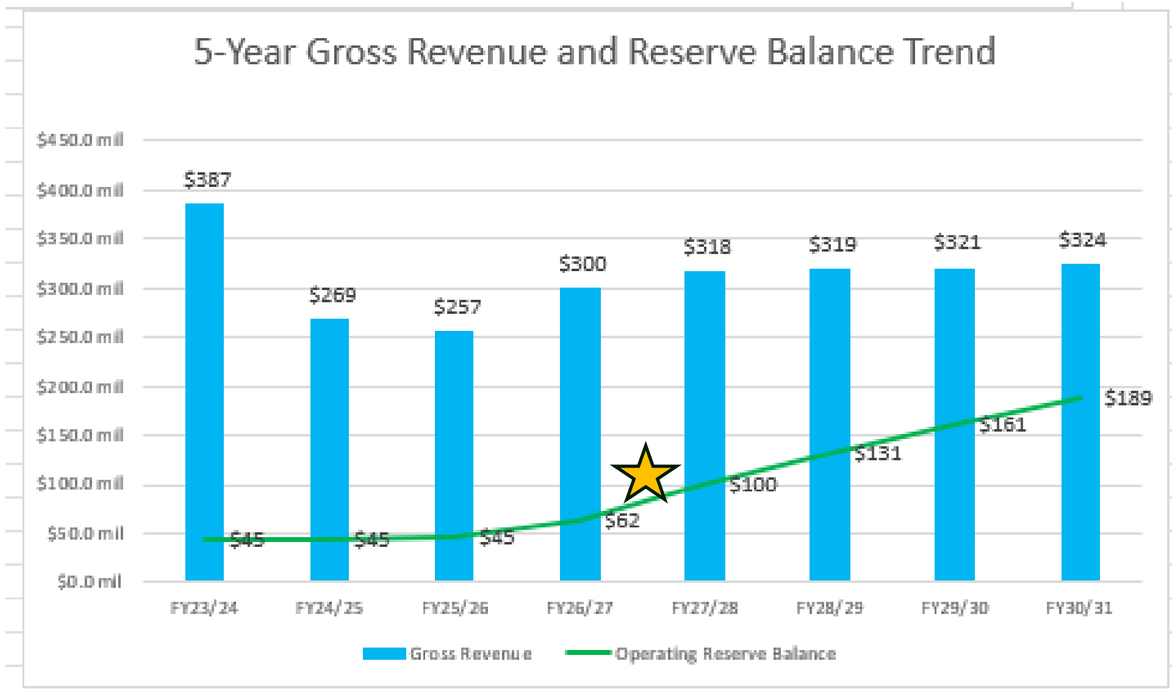
Energy price increases will impact usage and electrification



5-Year OCPA Financial Proforma

OCPA maintains an Operating Reserve as part of its long-term financial strategy to achieve an investment-grade credit rating and secure cost-effective energy procurement, promoting fiscal responsibility and operational resilience. The reserve targets 30%-50% of total operating expenses to buffer against external risks such as changes in member participation, fluctuations in SCE generation rates and the Power Charge Indifference Adjustment (PCIA), rising renewable and Resource Adequacy (RA) prices, customer payment defaults, regulatory uncertainties, and market volatility that could impact energy use and electrification goals.

★ **As of December 2026, OCPA's 4th year of full operations, the Operating Reserve is projected to reach $76 million, equal to 30% of total operating budget expenditures, strengthening financial stability and advancing OCPA's clean energy mission.**



ORANGE COUNTY POWER AUTHORITY

About OCPA

Established in November 2020 as a Joint Powers Authority, OCPA provides electric generation services to residents and businesses in Buena Park, Fullerton, and Irvine through California's Community Choice Aggregation (CCA) model. Beginning in October 2026, Fountain Valley will also offer its community a choice in electricity generation.

OCPA allows customers to procure electricity from competitive suppliers, with SCE continues to manage transmission and distribution and billing. Focused on reducing greenhouse gas emissions, OCPA promotes local control of renewable energy, offers affordable rates, and delivers innovative energy programs. By supporting economic development, advancing clean energy, and ensuring long-term rate stability, OCPA helps build a sustainable and resilient energy future for Orange County.

2025 OCPA Board

Susan Sonne
Chair

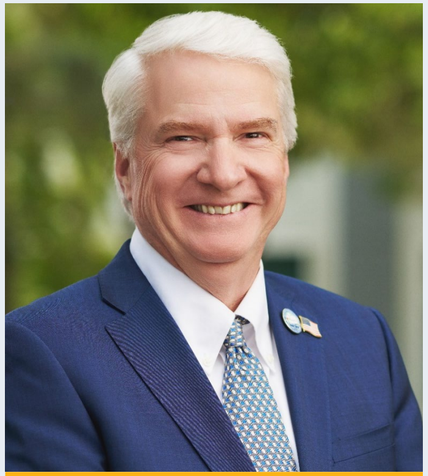
Councilmember
City of Buena Park

James Mai
Vice Chair

Vice Mayor
City of Irvine

Fred Jung
Director

Mayor
City of Fullerton



Glenn Grandis
Director

Councilmember
City of Fountain Valley

William Go
Director

Councilmember
City of Irvine

File #: 25-389 **Meeting Date:** 9/2/2025

TITLE:

AWARD OF THE FAIRVIEW ROAD ACTIVE TRANSPORTATION AND REHABILITATION PROJECT, CITY PROJECT NO. 25-10, STATE PROJECT NO. CRASL-5312(106), AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335**

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.

2. Adopt plans, specifications, and working details for the Fairview Road Active Transportation and Rehabilitation Project, City Project No. 25-10, State Project No. CRASL-5312(106).

3. Award a Public Works Agreement (PWA) for construction to Hardy & Harper, Inc., 32 Rancho Circle, Lake Forest, California 92630, in the amount of $2,860,000, and authorize a ten percent (10%) contingency in the amount of $286,000 for unforeseen costs related to this project.

4. Authorize the Interim City Manager and the City Clerk to execute the PWA for Hardy & Harper, Inc., and future amendments to the agreement within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. In addition, the proposed action is exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

BACKGROUND:

The Fairview Road Active Transportation and Rehabilitation Project (from Fair Drive to Newport Boulevard) is an Active Transportation improvement project with street pavement rehabilitation.

Fairview Road
Fair Dr. to Newport Blvd.

This stretch of Fairview Road will be newly constructed with improved Class IV cycle tracks and green conflict zones that will include high-visibility crosswalks at major intersections. These proposed striping improvements are consistent with the City's Active Transportation Plan (ATP) in achieving bicycle connectivity and expanding the City's continuing bicycle networks.

Included in this project will be new median landscaping, tree plantings, and conversion of two existing bus stops to concrete bus boarding islands. In addition, a new High-Intensity Activated Crosswalk (HAWK) signal will be installed near the midpoint of Fairview Road between Fair Drive and Wilson Street. The HAWK signal will allow for a new designated crossing for pedestrians and bicyclists at the bus boarding islands, as well as improved access to College Park Elementary School.

Parkway and street rehabilitation will include removal and reconstruction of damaged concrete parkways (e.g., curb and gutter, sidewalk, and curb ramps), pavement sections, milling and overlaying with new asphalt, adjustment of utility and manhole covers to grade, and implementation of traffic control.

The contractor is required to complete all the tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of the specifications and working details is available for review in the Office of the City Clerk.

ANALYSIS:

The City received and opened ten (10) bids for this project on May 7, 2025. Hardy & Harper, Inc., the apparent lowest bidder, submitted a bid proposal in the amount of $2,860,000. The average of the ten (10) bids received amounted to $3,188,525. The bid results are included as Attachment 1.

The license and references of Hardy & Harper have been checked, and staff has found them to be in good standing.

Hardy & Harper has successfully completed other projects in the City of Costa Mesa, such as the Fairview Road Highway Safety Improvement Project (HSIP) from Baker Street to Adams Avenue.

Upon City Council award of the PWA (Attachment 2), Hardy & Harper will furnish the necessary bonds and insurance, which will be approved as to form by Risk Management. After the award and subsequent execution of the agreement, a “Notice to Proceed” will be issued.

ALTERNATIVES:

The alternative to this Council action would be to reject all bids, re-advertise, and re-bid the construction project. Staff has determined that re-advertising and re-bidding the project will not result in lower bids and will delay the project.

FISCAL REVIEW:

Funding for the Fairview Road Active Transportation and Rehabilitation Project inclusive of the contingency in the amount of $3,146,000 is available in Fiscal Year 2025-26 budget in multiple funds, including Gas Tax Fund (201), Traffic Impact Fees Fund (214), Federal Grant Fund (230), and Measure M2 Fairshare Fund (416).

LEGAL REVIEW:

The City Attorney’s Office has reviewed this agenda report, prepared the PWA, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Maintain and Enhance the City’s Facilities, Equipment and Technology
- Strengthen the Public’s Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.

2. Adopt plans, specifications, and working details for the Fairview Road Active Transportation and Rehabilitation Project, City Project No. 25-10, State Project No. CRASL-5312(106).

3. Award a Public Works Agreement (PWA) for construction to Hardy & Harper, Inc., 32 Rancho Circle, Lake Forest, California 92630 in the amount of $2,860,000, and authorize a ten percent (10%) contingency in the amount of $286,000 for unforeseen costs related to this project.

4. Authorize the Interim City Manager and the City Clerk to execute the PWA for Hardy & Harper, Inc., and future amendments to the agreements within Council authorized limits.

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT

FAIRVIEW ROAD ACTIVE TRANSPORTATION AND REHABILITATION PROJECT
STATE PROJECT NO. CRASL-5312(106), CITY PROJECT NO. 25-10

BID OPENING DATE: MAY 7, 2025

Bidder	***City***	***Total Bid***
Hardy & Harper, Inc.	*Lake Forest, CA*	$2,860,000.00
All American Asphalt	*Corona, CA*	$2,948,112.00
R.J. Noble Company, Inc.	*Orange, CA*	$2,949,650.00
DASH Construction Company, Inc.	*Woodland Hills, CA*	$2,996,337.00
Diamond Construction	*San Clemente, CA*	$3,133,313.00
PALP dba Excel Paving Company	*Long Beach, CA*	$3,187,800.00
Sequel Contractors, Inc.	*Santa Fe Springs, CA*	$3,193,450.00
Environmental Construction, Inc.	*Woodland Hills, CA*	$3,319,873.00
FEC Future Contractors and Engineers, Inc.	*Irvine, CA*	$3,541,267.90
KASA Construction, Inc.	*Chino, CA*	$3,755,450.00

AVERAGE BID: **$3,188,525.29**

LOWEST RESPONSIVE BID: **$2,860,000.00**

CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 25-10
STATE FUNDED, PROJECT NO. CRASL-5312(106)

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated September 2nd, 2025 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and Hardy & Harper, Inc., a California corporation ("CONTRACTOR").

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

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The scope of work generally consists of street improvements along Fairview Road between Fair Drive and Newport Boulevard (the "Work").

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

The Project is known as the Fairview Road Improvement Project (Fair Drive to Newport Boulevard), City Project No. 25-10 (the "Project") and State Funded, Project No. CRASL-5312(106).

2. CONTRACT DOCUMENTS.

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

(a) This Agreement;

(b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;

(c) Bid package, including, but not limited to, notice inviting bids, Program Supplement No. 00000A510 to Administering Agency-State Agreement for State Funded Projects No. 12-5312S21, Master Agreement Administering Agency-State Agreement State-Funded Projects, all addenda to notice inviting bids, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;

(a) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;

(b) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and

(c) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two Million Eight Hundred Sixty Thousand Dollars ($2,860,000.00).

8. ADDITIONAL SERVICES.

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

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

9. PAYMENTS TO CONTRACTOR.

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

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

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

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

10. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to

Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within Ninety-Five (95) working days from the first day of commencement of the Work.

12. TERMINATION.

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

(b) Termination for Breach of Contract.

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

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

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

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Five Thousand Two Hundred Dollars ($5,200.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to

incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

16. SUPERINTENDENCE BY CONTRACTOR.

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

17. INSPECTION BY CITY.

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

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

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

19. CONTRACT SECURITY AND GUARANTEE.

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

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

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

The rights and remedies available to CITY pursuant to this provision shall be

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

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and State of California Department of Transportation ("STATE") and their elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY and STATE, 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 and STATE for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY and STATE. 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 and STATE 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 and STATE 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 and STATE do 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 and STATE or the deposit with CITY and STATE by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this

Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY and STATE and their 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 and STATE 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 and STATE'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 and STATE 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 and STATE.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

(i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY and STATE, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and STATE and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
(2) Pay on behalf of wording as opposed to reimbursement;
(3) Concurrency of effective dates with primary policies;
(4) Policies shall "follow form" to underlying primary policies; and
(5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(i) Additional insureds: The City of Costa Mesa and the State of California Department of Transportation, their elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."

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

(iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(d) Insurance Applies Separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City's Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City

Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this

Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. ADDITIONAL CONTRACT PROVISIONS – State. Contractor shall comply with all of the terms and conditions of the documents included in Exhibit "A", specifically Program Supplement No. 00000A510 to Administering Agency-State Agreement for State Funded Projects No. 12-5312S21 and Master Agreement Administering Agency-State Agreement State-Funded Projects, attached hereto and incorporated herein by this reference as though set forth in full. Specifically, Contractor shall comply and adhere to the requirements in Exhibit "E".

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. 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. 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.

28. NOTICES.

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

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

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

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

Hardy & Harper
32 Rancho Circle
Lake Forest, CA 92630
Attn: Michael Amundson, Vice President

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

Fidelity and Deposit Company of Maryland
777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017
Attn: Dwight Reilly, Attorney-in-Fact

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. ASSIGNABILITY.

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

35. 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.

36. 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.

37. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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.

[Signature page follows.]

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

CITY OF COSTA MESA
A municipal corporation

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

CONTRACTOR

_____ Date: _____
Signature

_____
Michael Amundson, Vice President

ATTEST:

_____ Date: _____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management
APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

_____ Date: _____
Paul Martin
Project Manager

EXHIBIT A

CONTRACTOR'S BID

CITY OF COSTA MESA

ORANGE COUNTY, CALIFORNIA

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

FAIRVIEW ROAD IMPROVEMENT PROJECT
(FROM FAIR DRIVE TO NEWPORT BOULEVARD)

CITY PROJECT NO. 25-10
STATE PROJECT NO. CRASL-5312(106)

Prepared Under the Direction of

S. Yang

Seung Yang, P.E.

City Engineer

Copy No. _____ Checked by _____

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CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING BIDS

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

FAIRVIEW ROAD IMPROVEMENT PROJECT (FAIR DRIVE TO NEWPORT BOULEVARD),
CITY PROJECT NO. 25-10
STATE FUNDED, PROJECT NO. CRASL-5312(106)

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **4:00 P.M., Monday, May 5, 2025**, at which time or shortly thereafter the City will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

   To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at: *https://www.planetbids.com/portal/portal.cfm?CompanyID=45476*.

2. **SCOPE OF WORK AND BID DOCUMENTS:** The scope of work generally consists of street improvements along Fairview Road between Fair Drive and Newport Boulevard. Work includes, but is not limited to, removal and replacement of asphalt and concrete parkways (e.g., curb & gutter, sidewalk, driveways, curb ramps, cross gutters, etc.), grind and overlay of the asphalt pavement, installation of a new HAWK signal mid-block along Fairview Road, median landscaping, bus stop relocation and construction, etc. The contractor shall begin work within **TEN (10) DAYS** after the contract has been approved by the City of Costa Mesa. The work shall be diligently prosecuted to completion within **NINETY-FIVE (95) WORKING DAYS**.

   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:** None.

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 certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk ***PRIOR*** to the bid submission deadline.

6. **CONTRACTOR'S LICENSE:** A valid **California Contractor's License Class "A" (General Engineering 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:** In addition, 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 (LABOR & MATERIAL) BOND AND PERFORMANCE BOND:** A Payment (Labor & Material) Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to or after the 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.

For all inquiries, please contact Anna Baca, Public Works Department, via e-mail at anna.baca@costamesaca.gov.

Brenda Green, City Clerk
City of Costa Mesa
Dated: March 27, 2025

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: Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid package.

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 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. BID DEPOSIT RETURN: Deposits of three of more low bidders, the number being

at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

9. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificates 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 (Labor & Material) Bond and the Certificates 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 (Labor & Material) Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.

12. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificates of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.

13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.

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

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.

16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.

17. QUESTIONS TO THE ENGINEER: Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.

18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.

19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.

20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

21. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.

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

23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.

24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

    In the event of any dispute or controversy with the City over any matter whatsoever,

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

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

SECTION C

PROPOSAL

FOR THE

FAIRVIEW ROAD IMPROVEMENT PROJECT (FAIR DRIVE TO NEWPORT BLVD.), CITY PROJECT NO. 25-10 STATE FUNDED PROJECT NO. CRASL-5312(106)

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **FAIRVIEW ROAD IMPROVEMENT PROJECT (FAIR DRIVE TO NEWPORT BOULEVARD), STATE FUNDED PROJECT NO. CRASL – 5312 (106), CITY PROJECT NO. 25-10,** 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 NINETY - FIVE (95) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

_____
Bidder's Initials

BID SCHEDULE PROPOSAL

ITEM #	BID ITEM DECRIPTION	APPROX. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization (5% Maximum)	1	L.S.	$	$
2*	Additional Work Items	1	F.A.	$150,000	$150,000
3	Preparation And Implementation Of Erosion Control And Best Management Practice	1	L.S.	$	$
4	Unclassified Excavation (Fill)	400	C.Y.	$	$
5	Variable Cold Mill 2-inches	325,000	S.F.	$	$
6	Asphalt Concrete (AC) Pavement	400	TON	$	$
7	Asphalt Rubber Hot Mix (ARHM-G) Surface Course	4,100	TON	$	$
8	Construct Crushed Miscellaneous Base (CMB)	800	TON	$	$
9	Construct Variable Height Portland Cement Concrete (PCC) Curb 0-inches to 8-inches over 6-inch Crushed Miscellaneous Base (CMB)	100	L.F.	$	$
10	Construct 8-inch Portland Cement Concrete (PCC) Curb & Gutter over 6-inch Crushed Miscellaneous Base (CMB)	100	L.F.	$	$
11	Construct 4-inch Portland Cement Concrete (PCC) Sidewalk over 4-inch Crushed Miscellaneous Base (CMB)	1,400	S.F.	$	$
12	Construct 4-inch Portland Cement Concrete (PCC) Curb Ramp over 4-inch Crushed Miscellaneous Base (CMB) including “Federal Yellow” Truncated Domes	4,800	S.F.	$	$
13	Construct 6-inch Drive Approach over 6-inch Crushed Miscellaneous Base (CMB)	600	S.F.	$	$
14	Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor	10	EA	$	$
15	Traffic Signing, Striping, Pavement Legends & RPMs	1	L.S.	$	$
16	Furnish and Install Pull Boxes	10	EA	$	$
17	Temporary Traffic Control - Pedestrian Control, Construction Phasing/Staging, Public Convenience & Safety	1	L.S.	$	$
18	Median Clearing and Grubbing	1	L.S.	$	$
19**	Median Landscaping	1	L.S.	$	$
19A	Landscape Maintenance (90 days)	1	L.S.	$	$
20**	Median Irrigation	1	L.S.	$	$

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Bidder's Initials

BID SCHEDULE PROPOSAL (Continued)

ITEM #	BID ITEM DECRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
21	Construct 9-inch Portland Cement Concrete (PCC) Bus Pad over 12-inch Crushed Miscellaneous Base (CMB)	2,000	S.F.	$	$
22	Construct Portland Cement Concrete (PCC) Bus Boarding Islands and Portland Cement Concrete (PCC) Median Cut-Through	3,000	S.F.	$	$
23	Construct 8-inch Portland Cement Concrete (PCC) Spandrel over 8-inch Crushed Miscellaneous Base (CMB)	600	S.F.	$	$
24	Furnish and Install Traffic Loops	5	EA	$	$
25**	Furnish and Install Pedestrian Hybrid Beacon (HAWK Signal) as Shown on Plans.	1	L.S.	$	$
26**	Perform Traffic Signal Modification (at Fairview Rd. & Wilson St.)	1	L.S.	$	$
27	Furnish and Install White Flexible K-71 Posts	200	EA	$	$
28	Furnish and Install Green Preformed Thermoplastic Markings	11,500	S.F.	$	$
29A	Adjust Orange County Sanitation District (OCSD) PVC Lined Manhole Covers to Grade	9	EA	$	$
29B	Adjust Orange County Sanitation District (OCSD) Unlined Manhole Covers to Grade	16	EA	$	$
30	Adjust Costa Mesa Sanitation District (CMSD) Manhole Covers to Grade	6	EA	$	$
31	Adjust Storm Drain Manhole Frame & Cover to Grade	12	EA	$	$
32	Adjust Utility and Water Valves to Grade	26	EA	$	$
	TOTAL BID PROPOSAL FIGURES:			$	

TOTAL BID PROPOSAL (Words):

_____

_____

_____
Bidder's Initials

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. **(*)** Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
4. (**) Schedule of Values shall be submitted before 4:00 PM of the 5th business day following the bid opening. Price includes the indirect cost and markup.
5. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
6. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
   The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.
7. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).

_____
Bidder's Initials

GENERAL PROVISIONS
PART 1
SECTION 1 – GENERAL

1-2 GENERAL

[Add the following:].

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (“Green Book”), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications. Copies of the Standard Specifications are available from the publisher:

BNi Building News

1612 S. Clementine Street

Anaheim, California 92802

(714) 517-0971

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply or unless otherwise noted in these specifications or at the direction of the ENGINEER.

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

The section numbers of these General Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

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

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

(a) AGENCY	The City of Costa Mesa, California, hereinafter referred to as "CITY."
(b) BOARD	The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD."
(c) CONTRACT DOCUMENTS	Documents including but not limited to the following: The proposal form P-1 through P-9b, 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) COMMUNITY WORKFORCED AGREEMENT (if applicable)	The agreement between the City of Costa Mesa, the Los Angeles/Orange Counties Building and Construction Trades Council, and the signatory Craft Councils and Local Unions entered into on February 1, 2022, that governs onsite labor on the project.
(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
CWA	The Community Workforce Agreement (if applicable)
O.C.E.M.A.	Orange County Environmental Management Agency
L.A.C.F.C.D.	Los Angeles County Flood Control District

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1 General

[Add the following:].

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

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

all such bids shall be rejected.

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

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

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

1-6.1.1 Request for Interpretation

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Plans, Specification, or other proposed Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, (It, he, she) may make a request to the ENGINEER, in writing, for an interpretation or correction thereof pursuant to the provisions in the Information for Bidders section of these specifications. The person submitting such a request shall be responsible for its prompt delivery. All such interpretations of the Contract Documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of Contract Documents at (its, his, her) last address of record. The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

1-6.1.2 Soil Conditions

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

1-6.1.3 Return of Bid Security

Any BIDDER may withdraw its bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

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

1-6.2 Subcontractor Listing

[Add the following:].

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

The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the Prime Contractor receives from AGENCY.

The Prime Contractor agrees further to release retainer payments to each Subcontractor within 30 days after the subcontractor’s work is satisfactorily completed.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General

[Add the following:].

The award of contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 1-

6 of these specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds (tree sets) within **fourteen (14) days after the mailing of a Notice of Intent to Award to the BIDDER that the contract is ready for execution**. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

1-7.1.1 Execution of Agreement

The Agreement shall be signed by the successful BIDDER and returned to the CITY no later than fourteen (14) days from Notice of Intent to Award of the Contract by the CITY. Failure to comply with insurance and bonding requirements as specified in the Agreement and in Section 1-7.1 of these General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

1-7.2 Contract Bonds

[Add the following:].

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

CONTRACTOR shall provide, if requested by the City the following:

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

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

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

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

[Replace in its entirety with the following:].

The scope of work generally consists of street improvements along **Fairview Road** between Fair Drive and Newport Boulevard. Work includes, but is not limited to, removal and replacement of asphalt and concrete parkways (e.g., curb & gutter, sidewalk, driveways, curb ramps, cross gutters, etc.), grind and overlay of the asphalt pavement, installation of a new HAWK signal mid-block along Fairview Road, median landscaping, bus stop relocation and construction, etc.; and all other work as required as shown on the Plans and specified within these Contract Documents. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

2-2 PERMITS

[Add the following:].

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

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

The Contractor shall secure or maintain in force during the period covered by any Agreement resulting from this solicitation all licenses and permits required by law for the operation of their business.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.1 General

[Add the following:].

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

2-5.1.1 RIGHT-OF-WAY

[Add the following to this subsection:].

When the contractor arranges for temporary use of private property for additional work areas and facilities required for the Contractor's convenience, to meet requirements, or other reason(s), the Contractor shall provide the City with written agreement authorizing use of said property.

2-5.2 Temporary Utility Services

[Add the following:].

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.
If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

2-5.4 Haul Routes

[Add the following:].

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

Waste Hauler Requirements

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

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

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

A Construction and Demolition Reporting Form as provided in the Miscellaneous Document Section of these Specifications must be completed and submitted by the Contractor to the CITY prior to the release of retention monies.

2-7 CHANGES INITATED BY THE AGENCY

2-7.1 GENERAL

[Add the following:].

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

2-8 EXTRA WORK

[Add the following:].

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

2-9 CHANGED CONDITIONS

[Add the following:].

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

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

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

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

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

[Add the following:].

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

Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.
All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER.
All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

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

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

days of receipt of the same, the protest shall be deemed denied.

3-5 INSPECTION

[Add the following:].

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

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

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

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

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

3-6 THE CONTRACTOR'S REPRESENTATIVE

[Add the following:].

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

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

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

3-7 CONTRACT DOCUMENTS

3-7.1 General

[Add the following:].

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

Contractor shall, at its own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the Contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the Contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

The Contractor shall maintain a control set of plans and specifications at all times throughout the construction period. As approved by the Engineer, all final locations determined in the field and any deviations from the plans and specifications shall be marked in red on this control set to show the As-Built conditions. Updates to the control set shall be submitted to the Engineer prior to each monthly progress payment. Upon completion of all work, the Contractor shall submit the control set As-Built Plans. Additionally, the Contractor shall provide the following:

Street Improvements: Any deviations from the contract plans such as: alignments, and appurtenance locations shall be noted (drawing sketch) on the control plan and a copy submitted to the Engineer no later than (5) working days from the occurrence.

Storm Drain Improvements: Any deviations from the contract plans such as: alignments, elevations, modifications to pipe/structures sizing/material.

Sewer Improvements: Any deviations from the contract plans such as: alignments, elevations, modifications to pipe/structures sizing/material. Contractor shall also provide

CCTV inspection recordings/videos in format required by Engineer.

Water Improvements: Any deviations from the contract plans such as: alignments and appurtenance locations shall be noted (drawing sketch) on the control plan and a copy submitted to the Engineer no later than (5) working days from the occurrence.

Traffic Improvements: Any deviations from the contract plans such as: location of poles, pull boxes and runs, depth of conduits, number of conductors, and other appurtenant work, for future reference.

Within (15) days of completion of all work, the Contractor shall submit the control set of as-built plans to the Engineer. **Final payment will not be made until this requirement is met.**

3-7.2 Precedence of the Contract Documents.

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

a) Permit issued by jurisdictional regulatory agencies.
b) Change Orders and Supplemental Agreements; whichever occurs last.
c) Contract/Agreement.
d) Addenda.
e) Bid/Proposal.
f) Technical Provisions.
g) Special Provisions.
h) Plans.
i) Standard Plans.
j) Standard Specifications.
k) Reference Specifications.

Detail drawings shall take precedence over general drawings. The precedence of the notice inviting bids and instruction to bidders shall be as specified in the Special Provisions.

3-10 SURVEYING

[Replace with the following:].

3-10.1 General

The following supersedes the provisions of this subsection:

The Contractor shall be responsible for directly obtaining the services of a California

Licensed Land Surveyor to be in responsible charge of all survey work performed under this contract.

The Contractor shall be responsible for the scheduling of all survey requests.

The Contractor's Surveyor shall provide construction staking for project improvements. Any 25 FT of curb & gutter, driveway, bus pad, and cross gutter to be removed shall be staked and provide cut sheets to engineer prior to the removal to verify the flow line. A copy of the cut sheets shall be provided to the AGENCY for verification. Also a copy of all updated control set by the Contractor's Surveyor; showing coordinates, elevation, and description shall be submitted, for quality management (as-built checks by Agency).

The AGENCY will provide construction plans and specifications for the project. Construction stakes shall be set per the provided plans and specifications. The Contractor's Surveyor shall notify the AGENCY immediately of any discrepancy or design errors discovered on the plans during staking or when verifying join points.

The Contractor's Surveyor shall research existing County and City records for centerline survey monuments within the project area. Prior to construction, all monuments shall be tied-out and a Corner Record shall be recorded with the County Surveyor per Section 8771 of the Business and Professions Code of the State of California. After completion of construction, any monument disturbed or lost during construction shall be reset, in conformance with Section 8771. Each centerline intersection shall be drawn on a single Corner Record. A copy of all Corner Records shall be submitted to the AGENCY prior to a Notice of Completion being filed.

3-10.3 Line and Grade

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

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

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

[Replace 2nd paragraph with the following:].

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

[Add the following to this subsection:].

The contractor shall keep the work site clean and free from rubbish and debris at the end of every working day. In addition, the Contractor shall be fully responsible for removing any graffiti placed on new improvements or Contractor’s equipment daily immediately at the start of the work day.

3-12.2 Air Pollution Control

[Add the following:].

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

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

The contractor shall ensure that any cold-milled street is paved within 48 hours of milling. The contractor is solely responsible for implementing all necessary dust mitigation measures. Any claims arising from dust-related issues shall be the sole responsibility of the contractor, who shall defend, indemnify, and hold the City harmless from any such claims, liabilities, or damages.

3-12.3 Noise Control

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the Manufacturer. The noise level from the Contractor's operations shall not exceed 85 dba at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

The said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers, or transient equipment that may or may not be owned the Contractor. The use of loud signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

3-12.4.1 General

[Add the following:].

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

3-12.4.2 Storage in Public Streets

[Add the following to this subsection:].

Storage of equipment and materials on City residential streets or in the public right of way during non-working hours shall not be permitted, and may only be placed in the public right of way for purposes of use that day.

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned, but at minimum, adequate flashing barricades shall be provided.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on City of Santa Ana property may be arranged with the Engineer, subject to the prior demands of the City of Costa Mesa. Use of the Contractor’s work areas and other City of Costa Mesa-owned property shall be at the Contractor’s own risk, and the City of Costa Mesa shall not be held liable for damage to or loss of materials or equipment located within such areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City of Costa Mesa – owned property that the Contractor occupies at the conclusion of each working day.

3-12.6 Water Pollution Control

3-12.6.1 General

[Add the following:].

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

Project Soil Disturbance is: **less than 1 acre** (No General Construction Permit required)

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, work area, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.
The CONTRACTOR shall have an account with the State for SMARTS (Storm Water Multiple Application and Report Tracking System). The CONTRACTOR shall contact the CITY with their user ID so that the CITY will grant the CONTRACTOR access as a Data Submitter.

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

The CONTRACTOR shall complete the Annual Report and NOT within SMARTS. Once the CITY has been notified, the CITY will review and submit to the State for processing.
A copy of the latest permit is available at:
https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html

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

3-12.6.2 Best Management Practices (BMPs)

[Add the following:].

The Contractor shall install and maintain the appropriate Best Management Practices (BMPs) to protect water quality within the project limits through the duration of the Project.

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

Payment for furnishing, installing and maintaining BMPs inclusive of sweeping the Project site as required or directed by the ENGINEER shall be included in the other various bid items associated with the work and no additional payment will be allowed thereof.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add the following:].

If a General Construction Permit is required pursuant to Section 3-12.6.1 of these General Provisions, the following Storm Water Pollution Prevention Plan (SWPPP) requirements shall be adhered to:

The Contractor is responsible for the preparation and implementation of a SWPPP as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including, REAPs, monitoring, sampling, rain gauge records, weather reports, submitting pictures of every third storm, non-authorized discharge reports, Ad-Hoc reports, Annual Reports, post construction BMPs and other requirements of the SWPPP.

The completed SWPPP must be signed by a QSD (Qualified SWPPP Developer). The completed SWPPP must be submitted to the resident engineer for City review and acceptance, prior to uploading to SMARTS. The Contractor will be responsible for uploading an electronic format of the SWPPP into SMARTS. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.
Contractor must have QSP (Qualified SWPPP Practitioner). Contractor shall perform site inspections before and after the storm event, and once each 24-hour period during extended storm event, to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. Sampling of potential pollutant discharges shall be

conducted by trained personnel and required laboratory test conducted by laboratory accredited by the California Department of Health Services Environmental Laboratory Accreditation Program.
Contractor shall be responsible for any penalties assessed against the City if the penalty assessed is due to Contractor's violation of the Construction Permit requirement, or Contractor's failure to fully implement and monitor SWPPP as required.

Erosion and Sediment Control Plans

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

When SWPPP is required, after award of the contract and prior to Contractor commencing work, the Contractor shall submit an Erosion and Sediment Control Plan, hereinafter referred to as ESCP, for review by the Engineer. The ESCP shall include erosion and sediment control BMPs for all activities occurring on the construction site and at any temporary storage yards that hold equipment and/or materials. The ESCP, at a minimum, shall be prepared per the applicable guidelines outlined in the California Storm Water Quality Association (CASQA) Best Management Practices Handbook. The Contractor shall make any necessary revisions to the ESCP as directed by the Engineer and the contractor shall not commence work until the ESCP has been approved by the Engineer. The ESCP must be prepared by a licensed Civil Engineer; however the AGENCY may waive the requirement of licensed Civil Engineer if the Contractor can satisfactorily prove to the Engineer that the person preparing the ESCP is qualified in the field of erosion and sediment control.

The Contractor shall keep a copy of the ESCP at the construction site at all times, for the duration of the contract, and the Contractor shall implement all BMPs as shown in the ESCP, unless granted approval by the Engineer. Failure to implement BMPs properly may result in enforcement actions taken against the Contractor, by the AGENCY. The ESCP shall remain in effect until project completion and final stabilization of the construction site.

Extra erosion and sediment control BMPs shall be available on-site in order to replace failed BMPs or to be implemented during storm events. The Contractor shall mitigate ALL non- stormwater discharges from the construction site, unless granted approval by the AGENCY. The area adjacent to the construction site shall remain free of sediment and shall be swept regularly to be kept clean.

3-12.6.4 Dewatering

[Add the following:].

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

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

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

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

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

3-13.3 WARRANTY

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

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

[Add the following:].

The Contractor hereby guarantees that the entire work constructed by him under the Contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make, at his own expense, any repairs or replacements made necessary by defects in materials or workmanship that became evident within one (1) year after the date of the completion, and to restore to full compliance with the requirements of these Contract Documents, including any test requirements set forth herein for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents.

The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the City's Representative. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his sureties shall be liable to the City for the cost thereof.

The guarantees and agreements set forth herein shall be secured by a Labor and Material Bond and acceptance of the work by the City. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the Contract. Said bond shall remain in force for a period of seven (7) months after the date of Notice of Completion and acceptance. The Contractor shall provide the Faithful Performance Bond furnished under the Contract to remain in force and effect for said amount until the expiration of said one (1) year period.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Should the Contractor fail to correct deficiencies or public nuisances that have been created because of his/her operation, then these will be considered to be of an emergency nature, and will call for the AGENCY to move in on the project to take corrective action. Such work will be done on a force account basis with an additional callout charge. There is a minimum two-hour charge for labor on any callout plus an additional callout charge of $300.

4-4 TESTING

[Add the following:].

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

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

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

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

SECTION 5 – LEGAL RELATIONS AND RESPOSIBILITIES

5-1 LAWS AND REGULATIONS

[Add the following:].

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

5-2 SPECIAL NOTICES

[Add the following:].

Per Section 1771.4(a)(2) of the California Labor Code, Contractors are required to post job site notices, as prescribed by regulation.

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 shell be effective on the date of the receipt of the delivery confirm issued by FedEx or UPS.

5-3 LABOR

5-3.2 Prevailing Wages

[Add the following to this subsection:].

Certified Payroll Records shall be submitted to the Engineer every two weeks beginning with the actual start day of construction, and shall be consecutively numbered until the completion of the work. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall assure that a qualified supervisor is present at all times when work is being performed.

5-3.3 Payroll Records

[Add the following:].

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

Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

5-3.5 Apprentices

[Replace with the following:].

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it. The Contractor and any subcontractor under it shall comply with the requirements of those Sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5-4 INSURANCE

[Replace with the following:].

The minimum amounts and types of insurance coverages are as stated in the Agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 5-4 of the Standard Specifications.

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

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

1. Additional Insureds

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

2. Notice

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

3. Other Insurance

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

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

5-7 SAFETY

5-7.1 Work Site Safety

5-7.1.1 General

[Add the following:].

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

5-7.8 Steel Plate Cover

5-7.8.1 General

[Add the following:].

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

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

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

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

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

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

[Add the following:].

6-1.3 DAILY REPORT SUBMITTAL

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

6-3 TIME OF COMPLETION

6-3.1 General

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

The Contractor shall begin the Work within **ten (10) Working Days** after the date the Contract is executed by CITY unless a later start date is agreed upon by the CITY and Contractor within a written Notice-to-Proceed. The Work shall be completed within **ninety-five (95) Working Days** from the date set in the Notice-to-Proceed or the first day of commencement of Work, whichever occurs first.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

[Add the following:].

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

6-5.1 WORK DAYS, WORKING HOURS AND HOLIDAYS

[Add the following to this subsection:]

The workday shall have a regular starting time of 8:30 a.m. and shall end at 3:30 p.m. No work shall be allowed prior to the regular starting time or after 3:30 p.m. time, unless approved by the Engineer. Any work after 3:30 p.m. on a normal workday shall be subject to an overtime inspection charge of $100/hour.

Lane closures will be allowed within the working hours set forth in the Special Provisions and construction drawings. The contractor shall be required to open all traffic lanes to vehicular traffic at all other times. Limitations to the hours for lane closures may be less than the working hours set forth herein.

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.

Working hours within the intersections shall be limited to 8:30 a.m. and 3:30 p.m. Contractor shall maintain travel lanes and turn lanes as shown on the traffic control plans.

No work shall be allowed from 8:30a.m. and 3:30 p.m. Friday (or 3:30 p.m. the day before

a holiday) until 7:00 a.m. the next working day**.** **No work shall be permitted on weekends (unless specified in the plans and/or special provisions), holidays, or during the Orange County Fair and holiday moratorium periods.** The City observed holidays are: New Years Day, Martin L. King Holiday, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving, and Christmas. The observance date shall concur with Federal guidelines.

6-6 SUSPENSION OF THE WORK

6-6.1 General

[Add the following to this subsection:].

Should suspension of work be ordered by reason of the failure of the contractor to carry out orders or to perform any provisions of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work; the contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that the contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from payment due or to become due to the contractor.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

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

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

6-7.4 RESPONSIBILITIES OF SURETY

[Add the following:].

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

6-9 LIQUIDATED DAMAGES

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

The CONTRACTOR shall pay to the CITY the sum of **$3,000** per calendar day, for each and every calendar day's delay in finishing the Work in excess of the number of Working Days prescribed within these General Provisions and the Agreement, or per the direction of the Engineer. Liquidated damages are calculated per Chapter 12 of the latest edition of the Caltrans Local Assistance Procedures Manual (LAPM). Execution of the contract under these specifications shall constitute agreement by the Agency and Contractor that **$3,000** per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contract all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be addition to the payment of liquidated damages.

SECTION 7 – MEASUREMENT AND PAYMENT

7.2 LUMP SUM WORK

[Add the following to this subsection:].

Contractor shall submit for approval a schedule of values for all lump sum work. Failure to submit may delay payment for said work.

7.3 PAYMENT

7-3.1 General

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

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

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

7-3.2 Partial and Final Payment

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

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

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

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

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

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

[Add to end of Section the following:].

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

The lead time for processing invoices for the monthly progress payments approved by the ENGINEER for inclusion on the warrant list of the CITY is governed by the rules and

regulations established by the Finance Department of the CITY. Monthly payments will be processed and paid in accordance with the rules and regulations established or revised by the said Finance Department.
The Contractor shall submit all weight tickets or volumes of all materials used in the construction to the ENGINEER for checking and verification prior to any payment. Failure to do so will postpone the payment to the Contractor, until the matter is resolved satisfactorily.

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

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

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

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

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

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

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

[Add the following:].

7-3.2.1 Prompt Progress Payment to Subcontractors

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7200 of the California Public Code.
The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 7 days from the receipt of each payment the CONTRACTOR receives from CITY.

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

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

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

[Add the following:].

7-3.2.2 Prompt Pay Monitoring and Enforcement of Progress Payments

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

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

   1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).

   2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.

   3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.

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

1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.

2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

7-3.3 Delivered Materials

[Replace in its entirety with the following:].

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

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

7-3.4 Mobilization

[Replace in its entirety with the following:].

Mobilization shall consist of all preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement; including resetting curb drains through new curbing.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

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

A minimum of one week before the start of construction, the Contractor shall video all areas where construction is to take place. The video shall be supplied to the Engineer before constructions begins. Videos will serve as a record of the existing conditions for disputes that may arise from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Videos shall be a DVD or digital, in color, indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hours, minutes and seconds) when it was made. The Contractor shall also video any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of videos, the areas shall be restored as approved by the Engineer at the Contractor's expense. All videos shall become the property of the City.

Payment for mobilization shall be considered as included in the other items of work and no additional compensation will be allowed therefore.

7-3.4.1 Travel Route for Trucking and Equipment

Plans indicating the travel route for the Contractor's equipment movement in and out of the work site must be submitted concurrently with the Haul Route Plan (Section 2-5.4) to the ENGINEER at the pre-construction meeting for approval prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the City. The approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according the City's requirements.

7-3.4.2 Construction Sequence/Order of Work

In order to minimize the inconveniences to the residents and businesses, the contractor shall construct the Project and sequence the work where no two adjacent streets are closed at one time, and/or the nearest parking is no more than 300' from the intersection

of the street being closed to traffic. The Contractor shall maintain adjacent streets open for ingress and egress and for parking.

7-4 PAYMENT FOR EXTRA WORK

7-4.1 General

[Add the following to this subsection:].

For such extra work the contractor shall receive payment as agreed upon in writing, or shall be paid on force account. Work involving contract unit prices, the contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor

[Add the following:].

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

7-4.3 Markups

7-4.3.1 Work by the Contractor

[Replace in its entirety with the following:].

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

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

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

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

7-4.3.2 Work by a Subcontractor

[Replace in its entirety with the following:].

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of ten (10) percent on the first $5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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

7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

Initial Review

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

Meet & Confer

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

and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

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

Miscellaneous Provisions

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

SPECIAL PROVISIONS

PART 1-8

PART 1

GENERAL

100-1 GENERAL

BID ITEM NO. 1: MOBILIZATION (5% MAXIMUM)
BID ITEM NO. 2: ADDITIONAL WORK ITEMS
BID ITEM NO. 3: PREPARATION AND IMPLEMENTATION OF EROSION CONTROL AND BEST MANAGEMENT PRACTICE

Additions/Modifications to Standard Specifications

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

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

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

If the item of work is identified within the Proposal section of these Specifications, then the following bid item descriptions will provide the corresponding bid item numbering within each corresponding section of the Standard Specifications under the Subsection entitled "Measurement and Payment" or "Payment". All other sections and subsections shall conform to the Standard Specifications unless modified herein.

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Contract Documents. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of

Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor, and all other items related to the work.

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

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

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

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in the Standard Specifications, Section 7-1, "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with the Standard Specifications, Section 7-2, "Lump Sum Work."

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited, to the bid descriptions set forth herein.

Bid Item 1: Mobilization (5% Maximum)

Mobilization shall comply with Section 7-3.4 of the General Provisions.

Add the following:

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. Mobilization shall additionally include the establishment of any temporary facilities, utilities, construction fencing and barricades, and the provision and installation of project signs.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

Mobilization shall include all work shown on the plans, which is not compensated in a bid item of work. This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement, restoration and adjustment of existing improvements, and establishing the location and depth of city traffic signal conduit, by potholing as necessary, where significant excavation may occur.

Underground facilities on these plans are for reference only. It is the contractor’s responsibility to determine the exact location of potentially conflicting conduit.

The Contractor shall obtain bonds, insurance, and financing for entire project prior to beginning work.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

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

A minimum of one week before the start of construction, the Contractor shall video all areas where construction is to take place. The video shall be supplied to the Engineer before constructions begins. Videos will serve as a record of the existing conditions for disputes that may arise from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Videos shall be a DVD or digital, in color, indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hours, minutes and seconds) when it was made. The Contractor shall also video any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of videos, the areas shall be restored as approved by the Engineer at the Contractor's expense. All videos shall become the property of the City.

Payment for Bid Item No. 1: Mobilization (5% Maximum)

Full compensation for the requirements of Mobilization (5% Maximum) will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include mobilization and demobilization for the entire contract period, securing a storage yard to store all equipment and materials to be used on the job, temporary, handling of sewage, disposal of waste materials, restoration of the site, all labor, tools, equipment, materials, warranties, providing as-built plans, work schedules, providing bonds, insurance, financing, permits and permit fees, public notifications, public notifications & coordination, moving equipment to the job site and all incidentals required to complete the work. It shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the CITY; and complying with the requirements specified in those licenses and permits; coordination, field office facility, all required submittals specified within these Specifications, and incidentals necessary to perform all related items of work. Progress payments for Mobilization and Demobilization bid item shall be paid for in accordance with the completion percentage of the Project to the Contractor and shall include the cost of such mobilization/demobilization and administration during the entire Contract period.

Progress payments for Mobilization and Demobilization bid item shall be paid for in accordance with the completion percentage of the Project to the Contractor and shall

include the cost of such mobilization/demobilization and administration during the entire Contract period. No additional compensation will be allowed.

The maximum price for this bid item **shall not exceed 5 percent (5%)** of the total contract price at the time of award. No additional compensation will be allowed therefore.

100-3 CONTROL OF THE WORK

Bid Item No. 2: Preparation and Implementation of Erosion Control and Best Management Practice

100-3.1 WATER POLLUTION CONTROL AND BEST MANAGEMENT PRACTICES

Contractor shall follow the water pollution control and Best Management Practices (BMPs) guidelines enumerated in Section 3-12.6 of the “Standard Specifications for Public Works Construction” (The “Greenbook”), and also Section 3-12.6 of the General Provisions stated within the “Standard Specifications” of this Project and these contract bid documents.

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regard to this project. This project will require the Contractor to implement Best Management Practices (BMP's).

The Contractor shall submit an Erosion Control Plan (ECP). Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the contract shall outline specific BMP's to be used during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary water pollution control measures anticipated for this project include, but are not limited to, covering all storm drain inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC ramp/curb/gutter improvements in the event of rain; properly containing chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all outgoing debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the Work Area and Haul Routes to the satisfaction of the Engineer.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board
2. Orange County Flood Control District

The Contractor shall submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the project site including, but not limited to the following:

1. No placement of construction materials where they could enter storm drain

system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water when saw-cutting and vacuum the residue.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction related debris on a daily basis. 8. Protecting work areas from erosion.

The BMP will be approved by the Engineer prior to any work. The City of Costa Mesa will monitor the adjacent storm drains and streets for compliance. Failure of the Contractor to follow BMP plan will result in immediate cleanup by City and back-charging the Contractor for all costs plus 15 percent. It is assumed that the Contractor will apply for the "Small Construction Rainfall Erosivity Waiver" as defined in the General Permit. Filing of the waiver does not relieve the Contractor of submitting BMP's to be used on site during construction, nor does it relieve the Contractor from conforming to the storm water requirements of the State Water Resources Control Board. The Contractor shall complete the electronic Notice of Intent (NOI) and Sediment Risk form through the State Water Board's SMARTS system, certifying that the construction activity will take place during a period when the value of the rainfall erosivity factor is less than five. In the event that the Rainfall Erosivity Waiver is not granted by the State Water Resource Control Board, the Engineer shall be notified immediately.

The Contractor shall confirm that all of the BMP's have been adequately detailed to address the anticipated construction operations. The proposed ECP shall be submitted to the City prior to the start of any earthwork.

Payment for Bid Item No. 3: Prepare and Implement Erosion Control and Best Management Practice

Measurement and Payment for the preceding shall be at the lump sum (LS) price to Prepare and Implement ECP and BMP and shall be considered full compensation for all costs incurred by the Contractor for Preparation and submittal of the Erosion Control Plan, Implementing Best Management Practices, and the costs of any required permits. Additional compensation shall not be allowed. **If applicable, the payment will include preparation and filing of the Notice of Intent (NOI) and "Small Construction Rainfall Erosivity Waiver" as specified herein and as described in the SSPWC**, all National Pollutant Discharge Elimination System (NPDES) and all related activities, clean-up and incidentals required to complete the work in place.

Payment for this item, including all NPDES related activities, shall be paid as a percentage of completed work to date. **Payment shall be made as the work proceeds and shall constitute full compensation for the completion of the work. It shall be paid as follow: 1/3 at start of construction, 1/3 at 50% completion of the work and 1/3 at 100% completion of the work.**

100-4 ADDITIONAL WORK ITEMS

100-4.1 GENERAL

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance

Bid Item No. 2: Additional Work Items

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance

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

Additional work items include work that will only be used at the discretion of the Engineer. At the discretion of the Engineer, the Contractor shall provide all labor, tools, equipment, materials and incidentals for the extra work beyond the scope of work established within the Contract documents. Work may include, but not be limited to, delivery of additional newsletters; disposal of materials, potholing, furnishing and installation of informational signs, and related work, and will only be performed, if required, and approved by the Engineer. The Contractor acknowledges that this allowance will only be used at the discretion of the City. Contractor shall be paid at force account or at agreed prices for all work performed within this allowance.

Bid Item No. 2: Measurement and Payment

"Additional Work Items Allowance" shall be paid per **Force Account (FA)** for all work performed pursuant to Section 7-4.2 of these Specifications and shall, include all labor, tools, equipment, materials and incidentals as required to complete the work as directed by the ENGINEER.

Bid Item No. 4: Unclassified Excavation (Fill)

Measurement and Payment for all the preceding shall be at the unit price bid per cubic yard (CY) price. This item includes all sawcut, removal and disposal of PCC, AC, aggregate base, and native soil including Petromat/pavement reinforcing fabric, macadam, abandoned concrete and/or steel culverts, unsuitable materials, irrigation improvements, plants, root pruning, removal of existing base material and other unclassified excavation necessary to establish the finished subgrade elevations for the improvements, as detailed in the plans. The unit price bid shall include subgrade preparation and compaction; including all labor, tools, material, equipment and incidentals required to complete the work. No further compensation will be allowed. The Unclassified

Excavation bid items are a Final Pay quantity and no additional compensation will be allowed. Payment for any over-excavation shall be per Section 3-3 “Extra Work” as modified by the General Provisions.

Bid Item No. 5: Variable Cold Mill 2-inches

Measurement and Payment for the requirements of Cold Mill Existing Pavement 2” Minimum shall be at the contract unit price bid per Square Foot (SF) and will be based on the actual area of surface planed regardless of the number of passes required. The contract price paid per square yard shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in cold milling the existing A.C., P.C.C., pavement reinforcing fabric/Petromat, macadam, or other miscellaneous improvements, removal of old AC/slurry lip overage from gutter pan, and disposing of material removed, per Typical Sections and Details shown on Plans, , as specified in these special provisions and as directed by the Engineer. No additional compensation will be allowed, therefore.

Bid Item No. 6: Asphalt Concrete (AC) Pavement

Measurement and Payment to construct “AC Pavement” shall be made at the unit price bid per tonnage (Ton). The unit price bid shall include subgrade preparation, surface preparation, AC Type Specified herein inclusive of the added AC depth to meet existing grade before cold milling operations, tack coat, temporary AC tapers, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no further compensation will be allowed.

Bid Item No. 7: Asphalt Rubber Hot Mix (ARHM-G) Asphalt Concrete Course

Measurement and payment for “Type “GG-C” Asphalt Rubber Hot Mix (ARHM-G) Surface Course” shall be made at the unit price bid per Tonnage (TON), based upon certified weigh master tickets. The unit price bid shall include, surface preparation, ARHM specified herein, tack coat, temporary AC tapers, rock dust blotter, sweeping, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no additional compensation will be allowed

Bid Item No. 8: Construct Crushed Miscellaneous Base (CMB)

Measurement and Payment for Construct CMB shall be per the unit price bid per tonnage (Ton) and shall include full compensation for furnishing all labor, materials, tools,

equipment, hauling, spreading, compacting, grading, and incidentals for completing all work as required. No additional compensation shall be allowed.

Bid Item No. 9 Construct Variable Height Retaining Curb 0” to 8” over 6” CMB

Measurement and payment to Construct Variable Height Retaining Curb 0” to 8” over 6” CMB), shall be per the unit price bid per lineal foot (LF) of curb and shall include sub-grade preparation, full compensation for furnishing all labor, equipment, and materials for crushed miscellaneous base (CMB) ,forms, backfilling behind curbs, grading behind curbs, restoring form areas and all other work as required to complete the work. No other compensation will be allowed

Bid Item No. 10: Construct 8” Curb and Gutter over 6” CMB

Measurement and payment to Construct 8” Curb and Gutter over 6” CMB shall be per the unit price bid per lineal foot (LF) of curb and gutter and shall include sub-grade preparation, full compensation for furnishing all labor, equipment, and materials for crushed miscellaneous base (CMB), forms, backfilling behind curbs, grading behind curbs, restoring form areas and all other work as required to complete the work. New curb and gutter along bus pads shall be included in this bid item. No other compensation will be allowed.

Bid Item No. 11: Construct 4" PCC Sidewalk over 4” of CMB

Measurement and payment to Construct 4" PCC Sidewalk over 4” of CMB, shall be per the unit price bid per square foot (SF) and shall include sub-grade preparation, full compensation for furnishing all labor, equipment, and materials for crushed miscellaneous base (CMB) , forms, temporary AC pavement, backfilling behind sidewalk, grading behind sidewalk, restoring form areas and all other work as required to complete the work No additional compensation will be allowed.

Bid Item No. 12: Construct an 8” drive approach over 8” CMB

Measurement and payment to construct an 8” drive approach over 8” CMB shall be per the unit price bid per Square Foot (FT). Unit prices shall include excavation, sub-grade preparation, forms, temporary AC pavement, and all other work as required to complete the work. No additional compensation will be allowed.

Bid Item No. 13: Construct 8-inch Drive Approach over 8-inch Crushed Miscellaneous Base (CMB)

Measurement and payment to construct an 8” drive approach over 8” CMB shall be per the unit price bid per Square Foot (FT). Unit prices shall include excavation, sub-grade preparation, forms, temporary AC pavement, and all other work as required to complete the work. No additional compensation will be allowed.

Bid Item No. 14: Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor

Resetting of survey monuments shall be executed in accordance with Standard Specifications for Public Works Construction Section 309. The Contractor is responsible for locating and tying existing survey monuments and centerline points prior to construction, reestablishing such monuments or points after construction, and filing Corner Records (Pre-construction and Post-construction) with the County Surveyor before the project may be considered for acceptance by the agency.

Measurement and Payment for Reset Survey Monument shall be at the unit bid price per each item and include supplying all labor, materials, equipment and incidentals to complete the work per plans and specifications and no additional compensation shall be allowed.

Bid Item No. 15: Signing and Striping

Measurement and payment for the "Signing and Striping" shall be per the unit price bid per Lump Sum (LS) and "Signing and Striping" shall include full compensation for traffic control, preparation, cat tracking, striping, legends, RPMs, signs, all work required to complete the bid item, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed, therefore.

Bid Item No. 16: Furnish and Install Pull Boxes

Measurement and Payment for "Bid Item No. 16: Furnish and Install Pull Boxes" shall be per the unit price bid per Each (EA), and shall be considered full compensation for providing all labor, materials, tools, equipment, other work and incidentals to accomplish the work in accordance with the Plans, Specifications, pursuant to Caltrans Standard Plans and Specifications, and no additional compensation shall be allowed.

Bid Item No. 17: Temporary Traffic Control - Pedestrian Control, Construction Phasing/Staging, Public Convenience & Safety

Full compensation for the requirements of Temporary Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, materials and incidentals necessary to provide measures to protect and maintain traffic and pedestrians, twenty-four (24) hours per day during the life of the Contract, including preparation and processing of a traffic and pedestrian control and construction phasing plans for City approval prior to the start of construction, temporary pavement, detours, the furnishing of such personnel, flaggers, traffic control supervisor, including the furnishing of daily records of traffic control activities, barricades, four (4) portable changeable message signs (PCMS), temporary pavement markings and striping (paint and tape), barrier rails, non-climb fencing, flashers, bridges, plates, furnishing, installing signs, coordination, notifications, signage, and all other incidentals required to complete the work as may be required to ensure the safety of the traveling public and pedestrians in accordance with these Special Provisions. A traffic and pedestrian control plan for each phase of construction must be submitted and approved prior to commencing any work in that phase of the construction. No additional compensation will be allowed therefore.

Progress payments shall be pro-rated in proportion to the total value of work completed to

date as a function of the total awarded contract amount.

Bid Item No. 18: Median Clearing and Grubbing

Measurement and payment for the preceding shall be at the lump sum (LS) price for Median Clear & Grub and Unit price shall include labor, equipment, and materials as required to complete the work. No additional compensation will be allowed.

Bid Item No. 19: Median Landscaping

Work of this section completed in accordance with the Contract Documents will be paid for at Lump Sum (LS) unit price as listed in the Schedule of Quantities and Prices. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision, and incidentals necessary to complete the work of this section as described by the Contract Documents. Lump Sum, partial payment will be in accordance with the Schedule of Values submitted by the Contractor.

Bid Item No. 19A: Landscape Maintenance (90 Days)

Work of this section completed in accordance with the Contract Documents will be paid for at the Lump Sum (LS) unit price as listed in the Schedule of Quantities and Prices. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision, and incidentals necessary to complete the work of this section as described by the Contract Documents. Lump Sum partial payment will be in accordance with the Schedule of Values submitted by the Contractor.

Bid Item No. 20: Median Irrigation

Work of this section completed in accordance with the Contract Documents will be paid for at the applicable unit price as listed in the Schedule of Quantities and Prices. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision and incidentals necessary to complete the work of this section as described by the Contract Documents. For Lump Sum, partial payment will be in accordance with the Schedule of Values submitted by the Contractor.

Bid Item No. 21: Construct 9-inch Portland Cement Concrete (PCC) Bus Pad over 12-inch Crushed Miscellaneous Base (CMB)

Measurement and payment to construct a 9” bus pad over 12” CMB shall be per the unit price bid per Square Foot (SF). Unit prices shall include excavation, sub-grade preparation, forms, temporary AC pavement, and all other work as required to complete the work. No additional compensation will be allowed.

Bid Item No. 22: Construct Portland Cement Concrete (PCC) Bus Boarding Islands and Portland Cement Concrete (PCC) Median Cut-Through

Measurement and payment to Construct PCC Bus Boarding Islands and PCC Median Cut Through shall be per the Square Foot (SF). Unit prices shall include excavation, sub-grade preparation, forms, metal hand railings, restoring form areas, temporary AC

pavement, and all other work as required to complete the work. All proposed curbs are part of the PCC Islands & Median Cut Through quantity. No additional compensation will be allowed.

Bid Item No. 23: Construct 8-inch Portland Cement Concrete (PCC) Spandrel over 8-inch Crushed Miscellaneous Base (CMB)

Measurement and payment to construct an 8" PCC Spandrel over 8" CMB shall be per the unit price bid per Square Foot (SF). Unit prices shall include excavation, sub-grade preparation, forms, temporary AC pavement, and all other work as required to complete the work. No additional compensation will be allowed.

Bid Item No. 24: Furnish and Install Traffic Loops

Measurement and Payment for "Bid Item No. 24: Furnish and Install Traffic Loops" shall be per the unit price bid per Each (EA) inductive loop detector installed, and shall be considered full compensation for providing all labor, materials, sawcut, epoxy and AC fill, new 2" stub outs (curb termination conduit) as required, home-run connections, tools, equipment, other work, testing detection connectivity, and incidentals to accomplish the work for full signal loop operation in accordance with the Plans, Specifications, pursuant to Caltrans Standard Plans and Specifications, and no additional compensation shall be allowed.

Bid Item No. 25: Furnish and Install Pedestrian Hybrid Beacon (HAWK Signal) and **Bid Item No. 26: Traffic Signal Modification (Fairview/Wilson)**

Measurement and Payment to Furnish and Install "Bid Item No. 25: Furnish and Install Pedestrian Hybrid Beacon (HAWK Signal)" and "Bid Item No. 26: Traffic Signal Modification (Fairview/Wilson)" shall be per the Lump Sum (LS) price and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, appurtenances, tools, equipment and incidentals, potholing of all new traffic signal pole foundations, and for doing all work involved as specified on the Plans and these Specifications.

Bid Item No. 27: Furnish and Install Flexible White K-71 Posts

Measurement and payment for the "Furnish and Install Flexible White K-71 Posts" shall be per the unit price bid per each (EA) and shall include full compensation for all work required to complete the bid item, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed, therefore.

Bid Item No. 28: Furnish and Install Green Preformed Thermoplastic Markings

Measurement and payment for the "Furnish and Install Green Preformed Thermoplastic Markings" shall be per the unit price bid per square foot and shall include full compensation for all work required to complete the bid item, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed, therefore.

Bid Item No. 29A and 29B: Adjust Orange County Sanitation District (OCSD) Manhole Covers to Grade

Payment for "Adjust Costa Mesa Sanitation District (OCSD) Manhole Covers to Grade" shall be per the unit price bid per Each (EA) and shall include removal and disposal of existing improvements, adjusting the manhole to grade, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Orange County Sanitation District (OCSD standards, the Standard Specifications, these Special Provisions, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation shall be allowed.

Bid Item 30: Adjust Costa Mesa Sanitation District (CMSD) Manhole Frame & Cover to Grade

Full compensation for the requirements of Adjust Manhole Frame & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment and materials necessary to complete the work involved in adjusting existing Costa Mesa Sanitary District (CMSD) sanitary sewer manhole frames and covers to new finished grade in conformance with Costa Mesa Sanitary District Standard Drawing No. S-105 and Specifications, as required, including lowering and temporary A.C. ramping, replacing damaged manhole rings and covers as directed by the Engineer, and all incidentals. No additional compensation will be allowed.

Bid Item No. 31: Adjust Utility and Water Valves to Grade

Payment for **"Adjust Utility and Water Valves to Grade"** shall be per the unit price bid per each (EA) and shall include removal and disposal of existing improvements, adjusting the water valve to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Mesa Water District (MWD), Irvine Ranch Water District (IRWD), etc., standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans and no additional compensation will be allowed.

Bid Item 32: Adjust Storm Drain Manhole Frame & Cover to Grade

Full compensation for the requirements of Adjust Storm Drain Manhole Frame & Cover to Grade will be paid for at the contract unit price bid per EACH (EA), and shall include all labor, tools, equipment and materials necessary to complete the work involved in adjusting existing storm drain manhole frames and covers to new finished grade in conformance with SPPWC Std. Plan No. 205-3, including temporary A.C. ramping, replacing damaged manhole rings and covers as directed by the Engineer, and all incidentals. No additional compensation will be allowed.

PART 2

SECTION 200 - ROCK MATERIALS
BID ITEM NO. 4: UNCLASSIFIED EXCAVATION
BID ITEM NO. 5: VARIABLE COLD MILL 2”
BID ITEM NO. 6: ASPHALT CONCRETE (AC) PAVEMENT
BID ITEM NO. 7: ASPHALT RUBBER HOT MIX (ARHM-G) SURFACE COURSE
BID ITEM NO. 8: CONSTRUCT CRUSHED MISCELLANEOUS BASE (CMB)
BID ITEM NO. 9: CONSTRUCT VARIABLE HEIGHT PCC RETAINING CURB 0” TO 8” OVER 6” CMB
BID ITEM NO. 10: CONSTRUCT 8” CURB AND GUTTER OVER 6” CMB
BID ITEM NO. 11: CONSTRUCT 4” PCC SIDEWALK OVER 4” CMB
BID ITEM NO. 12: CONSTRUCT 4” PCC CURB RAMP OVER 4” CMB INCLUDING “FEDERAL YELLOW” TRUNCATED DOMES
BID ITEM NO. 13: CONSTRUCT 6” PCC DRIVE APPROACH OVER 6” CMB
BID ITEM NO. 21: CONSTRUCT 9-INCH PORTLAND CEMENT CONCRETE (PCC) BUS PAD OVER 12-INCH CRUSHED MISCELLANEOUS BASE (CMB)
BID ITEM NO. 22: CONSTRUCT PORTLAND CEMENT CONCRETE (PCC) BUS BOARDING ISLANDS AND PORTLAND CEMENT CONCRETE (PCC) MEDIAN CUT-THROUGH
BID ITEM NO. 23: CONSTRUCT 8-INCH PORTLAND CEMENT CONCRETE (PCC) SPANDREL OVER 8-INCH CRUSHED MISCELLANEOUS BASE (CMB)

200-1 ROCK PRODUCTS

200-1.2 CRUSHED ROCK AND ROCK DUST

200-1.2.1 GENERAL - *Add the following:*

Rock dust blotter shall conform to the requirements of Rock Dust per Table 200-1.2.1(A) of the SSPWC.

200-1.5 SAND

200-1.5.1 GENERAL - *Add the following to the end of the section:*

Sand bedding and shall conform to the requirements in this Section, and shall consist of washed granular material with a sand equivalent greater than or equal to 30.

Sand for structure backfill material shall have a sand equivalent of not less than 20 conforming to the gradation requirements shown in Table 217-3 of the Standard Specifications, as directed by the Engineer.

200-2 UNTREATED BASE MATERIAL

200-3 GENERAL - *Add the following:*

Untreated base shall be crushed miscellaneous base, as shown on the plans.

200-2 CRUSHED AGGREGATE BASE

200-2.2.1 GENERAL

Crushed aggregate base shall of the 2021 Edition of the Standard Specifications for Public Works Construction.

Crushed aggregate base for pipe bedding in trenches shall consist entirely of crushed rock and rock dust conforming to the requirements Section 217 of the Standard Specifications and these Special Provisions.

200-2.4.1 GENERAL - *Add the following:*

Crushed Miscellaneous Base material and construction shall conform to Subsections 200-2.4 and 301-2 of the Standard Specifications, and as directed by the Engineer. Contractor shall install Crushed Miscellaneous Base (CMB) with line and grades to match final subgrade elevations as shown on the plans.

200-2.4.2 GRADING - *Add the following to the end of the section:*

The sieve size shall be ¾" (fine).

200-2.5 PROCESSED MISCELLANEOUS BASE - *Add the following:*

200-2.5.3 QUALITY REQUIREMENTS - *Add the following*:

The minimum R-value requirement will not be waived.

200-2.5.5 TESTING - *Subsection 200-2.5.5 is hereby added to Section 200 of the Standard Specifications as follows:*

The Contractor shall be required to provide testing of materials for compliance with the requirements for processed miscellaneous base and shall bear all costs for testing of materials for compliance.

Measurement and Payment for Construct CMB shall be per the unit price bid per tonnage (Ton) and shall include full compensation for furnishing all labor, materials, tools, equipment, hauling, spreading, compacting, grading, and incidentals for completing all work as required. No additional compensation shall be allowed.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 REQUIREMENTS

201-1.1.2 CONCRETE SPECIFIED BY CLASS AND ALTERNATE CLASS - *Add the following:*

Concrete for curb & gutter shall be Class 560-C-3250.

Concrete standard class specified in the Standard Specifications shall apply for all other concrete materials, including but not limited to sidewalks, local depressions, curb ramps and storm drain structures.

201-1.4 MIXING

201-1.4.1 GENERAL - *Add the following to the end of the section:*

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 “Transit Mixer” of the Standard Specifications.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 GENERAL

The Contractor shall furnish and install crack seal, as required by the Engineer on all streets within the project limits. Materials, composition and grading, and mix design shall be in accordance with the requirements of Section 203-3 of the Standard Specifications, except as indicated in these special provisions.

201-3.7 TYPE “D” JOINT SEALANT (HOT – POURED RUBBER-ASPHALT JOINT SEALANT)

Crack seal material shall be Crafco Polyflex Type 2 or approved equal.

Immediately prior to crack sealing, the Contractor shall sweep and clean the pavement surfaces of all vegetation, dirt, oil deposits, and other objectionable materials. All pavement cracks wider than 1/8” shall be cleaned using a wand and compressed air. The compressor used shall be a minimum of 90 cfm and equipped with a device to remove moisture from the compressed air. Air cleaning shall be performed immediately before the application of the crack sealant and shall remove all dust, dirt, oil and other foreign matter.

Sealant shall be applied at the recommended pour temperature using either a wand equipped with an applicator disk or a squeegee. The joint shall be filled to the top without the formation of voids. The top of the finish joint shall be between ¼” and 3/8” below the finish surface.

The Contractor will be responsible for determining the extent of the crack sealing. He shall ensure that sufficient crack sealing is performed to prevent reflective cracking through to the new street surface. Prior to any crack sealing to be performed, the Contractor shall meet with the City’s representatives in the field to discuss the extent and adequacy of the work as well as the street surface preparation to receive crack sealant.

201-4 CONCRETE CURING MATERIALS

201-4.1.1 GENERAL - Concrete curing compound shall be Type 1-D.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 GENERAL

Dense graded asphalt concrete material (DGAC) for Base Course pavement within the roadway shall be Type III-B2-PG-64-10 (3/4" sieve size).

203-11 ASPHALT RUBBER HOT MIX (ARHM) WET PROCESS

203-11.2 MATERIALS - *The following is hereby added to Subsection 203-11.2:*

The Asphalt Rubber Hot Mix Surface Course shall be Gap-Graded ARHM-GG-C-PG 64-16 (1/2" sieve size) and at least 2-inches thick

203-11.2.3. CRUMB RUBBER MODIFIER (CRM) - *The following is hereby added to Subsection 203-11.2.3:*

Scrap Tire CRM used on this project shall be one hundred percent (100%) California waste tires. ARHM shall use a minimum of 20 pounds of scrap rubber per ton of mix.

203-11.5.d HAND HELD VISCOMETER TEST - *The following is hereby added to Subsection 203-11.5.d:*

Contractor shall have available a Haake Viscometer. Contractor shall take viscosity readings at least every hour at the point where asphalt-rubber enters the feed to the ARHM plant. Temperature of readings shall be constant at 375 degrees Fahrenheit. Contractor shall log results including time and temperature, and shall notify the Engineer at the plant 15 minutes prior to each test. Samples shall be taken at a point where the material has not been exposed to material that is not fully isolated from the feed to the ARHM plant during times of production.

Contractor shall prepare a log of weights of asphalt, asphalt modifier, natural rubber, and tire rubber used in each tank of asphalt-rubber produced. The log of weights shall be made available to the Engineer on request.

PART 3

CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

[Add the following:]

300-0 EARTHWORK IN STATE RIGHT-OF-WAY

300-0.1 GENERAL

Unclassified excavation shall conform to all Sections 300-1 “Clearing and Grubbing”, 300-2, “Unclassified Excavation” and 300-4 “Unclassified Fill” of the Standard Specifications and shall consist of all unclassified excavation required to construct the new roadway section, parkway, and offsite improvements in conformance with the line and grades set forth on the plans.

Measurement and payment to Construct 4" PCC Sidewalk over 4” of CMB (Bid Item No. 10), shall be per the unit price bid per square foot (SF) and shall include sub-grade preparation, forms, temporary AC pavement, backfilling behind sidewalk, grading behind sidewalk, restoring form areas and all other work as required to complete the work No additional compensation will be allowed.

All earthworks performed within the State of California Department of Transportation (“Caltrans”) Right-of-Way shall conform to the requirements of Section 19 of the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways" with the appropriate Caltrans, City, and other applicable agency encroachment permits procured.

300-1 CLEARING AND GRUBBING

300-1.1 GENERAL

[Add or redefine the following:]

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route. Section 300-1, "Clearing and Grubbing," of the Standard Specifications is supplemented by the following:

Contractor shall field verify existing grades and shall accept site as is, for no other grading shall be performed by the CITY.

300-1.3 REMOVAL AND DISPOSAL OF MATERIALS

300-1.3.1 GENERAL

All materials removed shall be disposed of in a legal manner at an appropriate Disposal Site.

- 300-1.3.2 Requirements

A. Bituminous Pavement
Saw cutting of edges to be joined is required.

B. Miscellaneous
In addition to the work outlined in Section 300-1.1 of the Standard Specifications, the following items of work are included under Clearing & Grubbing unless otherwise covered by specific bid item.

1. Maintaining dust control at all times by watering during the entire time of the project, whether extended or not, including developing a water supply and furnishing and placing all water for all work done in the contract, including water used for extra work.
2. Application of soil sterilant, if applicable, or as directed by the ENGINEER.
3. Protection of utilities, structures, improvements and other facilities within the construction zone, except those specifically shown on the plans to be removed or relocated.
4. Removal and disposal of existing natural and artificial objectionable material within the limits of construction.
5. Verification of existing locations and elevations as shown on the plans or directed by the ENGINEER.
6. Replacement of disturbed traffic signs, street names, mailboxes, property owner signs, fences, landscaping, protection of temporary construction fences and all appurtenances, striping and markings as required to the satisfaction of the ENGINEER. Also, includes the installation of safe pedestrian pathway by installing orange netting or other approved method of safely directing pedestrians through a protected path.
7. This item shall also be interpreted to include the removal or relocation of any additional items in conflict with the proposed work not specifically mentioned herein or covered by specific bid item as directed in the field by the Engineer, which may be found within the work limits whether shown or not shown on the plans to be removed or relocated.
8. All surplus material three (3) inches or smaller shall be uniformly spread and compacted in the street sub grade. No material greater than three (3) inches in any dimension shall be used in the top twelve (12) inches of the sub grade. No nesting of rocks shall be allowed.
9. Unclassified fill shall consist of all fill unless separately designated. Construction of unclassified fill included preparing the area on which fill is to be placed, and the depositing, conditioning, and compaction of fill material.

10. Complete all demolition and removal work associated with the removal of AC, underlying PCC, PCC curb/gutter, as designated on the drawings for removal, unless otherwise defined.
11. Any structural or non-structural demolition work involved for the construction of the project and Contractor shall be responsible for disposing in a legal manner.
12. Determining and maintaining a straight edge in areas where AC joins existing edge of pavement.
13. No burning will be permitted.
14. No accumulation of flammable material shall remain on or adjacent to the right-of-way.

300-2 UNCLASSIFIED EXCAVATION

Unclassified excavation shall include removals of the following materials within the project limits to the required subgrade depth: asphalt concrete, aggregate base, native material, cement/lime treated material; slurry backfill; abandoned foundations or utilities, and other materials which may be encountered within the project limits and are not included in a separate bid item, such as the concrete removal items.

Unclassified excavation shall include the regarding of slopes at a maximum 4:1 slope, except as noted elsewhere on the plans or these specifications.

Excavated and removed materials (including PCC, AC, CMB, CTB, slurry backfill, dirt, ivies, plants, trees, roots, stumps, branches, grass, bricks, fences, woods, etc.) shall be removed from the job site the same day as excavated.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9, “Protection and Restoration of Existing Improvements” of the Standard Specifications at Contractor's expense.

It is the Contractor's responsibility to cover all subsurface exploration as required and submit a complete bid covering the cost for exploration and removals to the grades required.

The Contractor shall protect and support existing improvements not designated to be removed adjoining and adjacent new improvements including walls, fences, brick work, PCC, drainage pipes, structures and other improvements.

If, in the opinion of the Engineer, the existing materials of areas beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric crushed miscellaneous base and/or asphalt concrete shall be used to replace materials over-excavated as directed by the Engineer.

The Contractor shall contact Transportation Services at (714) 754-5184 two (2) days prior to any excavation work that would damage traffic signal loops, for adjustments to the

signal timing.

300-2.1 GENERAL - *Add the following:*

Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, macadam, P.C.C. concrete pavement, aggregate base materials, Petromat or pavement reinforcing fabric, steel or welded wire mesh reinforcement, native materials, abandoned concrete or steel culverts or other utilities, brick, concrete or other miscellaneous pavers, cement or lime treated base materials, and other miscellaneous improvements within the roadway section.

All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer.

Saw cutting of edges of bituminous pavement or P.C.C. improvements to be joined is required prior to final paving, restorations and repairs, unless otherwise directed by the Engineer.
The asphalt pavement shall be sawcut and removed to clean, straight lines at the designated lines of removal marked in the field or as designated by the Engineer.

Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 400 of the Standard Specifications at Contractor's expense.

Saw cuts along removal limits shall be to a minimum depth as shown on plans. All excavated materials shall become the property of the Contractor and shall be disposed of at a suitable and legal disposal site. Arrangements for such disposal sites shall be made by the Contractor and approved by the City's representative, when such areas are within the City right-of-way.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick, rubble, and debris.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item #9, as authorized by the Engineer. If the unclassified fill material is encountered within the subgrade preparation area, the removal of said unclassified excavation shall be paid for at the unit price for bid item #9, as authorized by the Engineer.

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

The Contractor's attention is directed to the fact the thickness of the existing asphalt concrete pavement is approximate and may vary from this thickness. In addition, substantially thicker sections of pavement may be occasionally encountered, especially where utility trench, pothole and past localized

reconstruction patches are encountered.

If a significant deviation in pavement thickness is encountered by the contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

300-2.1.1 REQUIREMENTS - *Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:*

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1-1/2 inches. Concrete pavement shall be removed to neatly sawed straight lines either parallel to the curb or at right angles to the curb face. If the saw cut in concrete pavement fall within 3 feet of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge. Curb and gutter shall be sawed to a depth of 1-1/2 inches on a neat line at right angles to the curb face. All concrete removal shall be sawcut at the required dimension.

300-2.9 PAYMENT - *The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:*

Full compensation for the requirements of unclassified excavation will be measured and paid for at as depicted in Part 1 of these Special Provisions.

300-4 UNCLASSIFIED FILL

300-4.10 MEASUREMENT AND PAYMENT - *Subsection 300-4.10 of the Standard Specifications is hereby deleted in its entirety and replaced with the following:*

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 RELATIVE COMPACTION - *The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:*

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, access ramps or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a **relative compaction of 95 percent.**

301-2 UNTREATED BASE

301-2.4 MEASUREMENT AND PAYMENT

Delete the text of this subsection of the Standard Specifications entirely and replace with the following:

Payment for Crushed Miscellaneous Base under sidewalks, curb and gutter, curb ramps, driveways, bus pads, cross gutter, convenience strip and other miscellaneous PCC improvements, shall be considered as included in the unit price bid for the various items of work involved, as described in Part 1 of these Special Provisions. No additional compensation will be allowed, therefore.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

[Add the following within each Subsection:].

302-5.1 GENERAL

Asphalt Concrete (AC) shall conform to Standard Specifications for Public Works Construction Section 203-6, with Section 92, "Asphalt" of Caltrans Standard Specifications and Special Provisions, and as modified herein.

- AC base course shall be Type III-B2-PG-64-10 (3/4” sieve size).
- AC leveling course (if applicable) shall be Type III-C3-PG-64-10 (1/2” sieve size) (up to 0.10 foot thick). Unless otherwise directed by the ENGINEER, the finished surface of the new leveling course shall be 0.10-foot-thick measured from the top of milled surface to top of compacted leveling course at the center/crown of roadway.

All areas for reconstruction and leveling shall be marked in the field by the ENGINEER.

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

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the Engineer at no cost to the City.

The Contractor shall remove the existing AC pavement section and the subgrade down to the elevation as depicted on the Plans. All work shall comply with the applicable sections of the Standard Specifications as required.

Sub-grade preparation shall conform to Standard Specifications for Public Works Construction Section 301-1.

Unless otherwise directed by the ENGINEER, the finished surface of the new leveling

course shall be 2-inches thick at the center/crown of roadway, tapering to 0 inches thick approximately one foot from the edge of the gutter lip.

The Contractor shall remove the native subgrade and install and compact the new aggregate base section to the required elevation as specified on the Plans. The aggregate base material shall be ¾" CMB and conform to Standard Specifications for Public Works Construction Section 200-2.4 "Crushed Miscellaneous Base".

The existing AC pavement shall be saw-cut to full depth to provide a clean, neat, and straight pavement break. Then the join between the existing pavement and the new pavement shall be sealed. A layer of tack coat shall be applied to all vertical-cut faces and between subsequent HMA lifts.

All excavated material shall be hauled and disposed of by the Contractor in accordance with these Special Provision and Standard Specifications.

The Contractor can elect to bring the entire AC Base Course to the existing finished grade prior to cold milling operations.

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

Unless otherwise directed by the ENGINEER, the finished surface of the new leveling course shall be 2-inches thick at the center/crown of roadway, tapering to 0 inches thick approximately one foot from the edge of the gutter lip.

Finished surface of the new pavement shall be flush with the edge of the gutter, if there is a bike lane or crosswalk with curb ramps (A.D.A. path of travel). The finished surface of the new pavement shall be 3/8" higher than the edge of the gutter for all other conditions.

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

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new A.C. material.

At least 24 hours of "cool off" time shall occur between A.C. lifts.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise noted below, there are no special equipment requirements, the contractor shall comply with all provisions of the latest edition of the Standard Specifications for Public Works Construction.

302-5.4 TACK COAT

Tack coat shall be Grade SS-1h emulsified asphalt applied at a rate of 0.10 gallons per square yard shall be uniformly applied to all exposed surfaces of existing pavement, preceding the placement of asphalt concrete leveling or base course.

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

302-5.5 DISTRIBUTION AND SPREADING - *The following is hereby added to this subsection:*

The Contractor shall provide automatic screed control as directed by Engineer. Distribution and spreading shall conform to 302-5.5, except that at the time of placement in the paving machine, the temperature of DGAC shall be 290 degrees Fahrenheit and be high enough that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the paving area, the tires of all trucks must be lightly oiled, with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operation.

302-5.5.1 SURFACE PREPARATION

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom. All striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work.
Asphalt concrete shall be compacted to achieve at least 95 percent of the relative compaction.

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

302-5.6 ROLLING

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

Pneumatic rollers shall not be used without prior approval of the Engineer. The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Subgrade preparation shall conform to Section 301-1 of the Greenbook, and shall be included in the unit price bid for “Asphalt Concrete.”

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or an approved equal device for use in obtaining constant cross-slope and maximum joint quality.

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

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the Engineer at no cost to the City.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any asphalt concrete leveling course.

Roller drum wheels shall be filled per manufacturer's recommendations.

302-5.7 JOINTS - *The following is hereby added to this subsection:*

Join lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

302-5.8 MANHOLES - *The following is hereby added to this subsection:*

Asphalt-Rubber Hot Mix (ARHM) shall be used as final cap around adjusted manholes and valves.

302-5.10 Crack Repair. The following is hereby added to this subsection (if applicable):

After completion of the cold milling operations, cracks ¼ inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafco as Road Saver 211, or approved equal. All crack filler material shall be in conformance with the following specifications. The crack sealant placed shall be slightly below the pavement surface to avoid over-application and minimize bumps and wicking through the AC surface during compaction. Deep cracks should be filled with sand and covered with a thin layer of sealant.

All holes shall be cleaned of loose materials and filled with Asphalt Concrete Type B PG 70-10 RAP (Max. 10% RAP) and compacted to a smooth even surface with the adjacent existing pavement.

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 GENERAL

[Add the following:].

Asphalt Rubberized Hot Mix (ARHM) shall conform to Section 203-11 of the Standard Specifications and as modified herein.

- The Asphalt Rubber Hot Mix Surface Course shall be Gap-Graded ARHM-GG-C-PG 64-16 (1/2” sieve size) and at least 0.15 foot thick

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

All raised pavement markers shall be removed prior to the placement of any asphalt concrete overlay.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter onto areas that are accepted as completed for cold milling.

Finished surface of the new pavement shall be flush with the edge of the gutter for entire project area.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

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

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise specified herein, there are no special equipment requirements to perform the work and the contractor shall comply with all equipment specifications of the Standard Specifications.

302-9.2 Tack Coat. *The first sentence in subsection 302-5.4 of the Standard Specifications is hereby deleted and replaced with the following:*

Tack coat shall be Grade SS-1h emulsified asphalt applied at a rate of 0.10 gallons per square yard shall be uniformly applied to all exposed surfaces of existing pavement, preceding the placement of ARHM surface course.

Prior to placing the ARHM surface course, all receiving surfaces shall be cleaned by blowing air, water and/or broom. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

302-9.3 DISTRIBUTION AND SPREADING

Distribution and spreading shall conform to 302-5.5, except that at the time of placement in the paving machine, the temperature of ARHM-GG shall be 290 degrees Fahrenheit and be high enough that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled, with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. **Inaccessibility of a heat measurement shall be cause for termination of paving operation.**

At least 24 hours of “cool off” time shall occur between A.C. lifts.

All temporary striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching.

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

302-9.4 ROLLING - *The second sentence of Subsection 302-9.4 is hereby deleted and replaced with the following:*

Two complete passes with the breakdown roller shall be provided. Initial breakdown rolling shall be performed close enough to the paving machine and at a pavement temperature high enough such that the pavement temperature after two passes exceeds 240 degrees Fahrenheit.

To ensure optimum quality control, the use of more than one paver must be approved in advance by the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5.6 of the Standard Specifications, and this Subsection 302-9.5 for each paving machine. An extra breakdown roller shall be on site at all times, free of defects.

A vibratory roller shall be used for initial breakdown rolling. The vibratory roller for initial breakdown rolling and all other rollers shall have an adjustable range of vibration set at low vibration.

Intermediate rolling shall be provided such that a total of six passes are performed before pavement temperature drops below 200 degrees Fahrenheit.
A finish roller shall be provided in addition to intermediate rolling.

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Pneumatic rollers **shall not be used** without prior approval of the ENGINEER.

302-9.6 MANHOLES (AND OTHER STRUCTURES) [Add the following:]

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

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work and comply with these Special Provisions.

The Contractor is directed to Section 403 within these Special Provisions with respect to raising, adjusting or reconstructing utilities to grade.

302-9.7 Rock Dust Blotter. *Subsection 302-9.7 of the Standard Specifications is hereby deleted and replaced with the following:*

Rock dust blotter material shall be required immediately after the completions of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Lack of uniformity of application of rock dust shall be cause to terminate paving operations.

Rock dust blotter conforming to 200-1.2 shall be uniformly applied using a mechanical spreader at a rate of 3 pounds per square yard regardless of the pavement temperature, to prevent tracking of the ARHM.

24 hours after paving, the Contractor shall hand sweep all sidewalks, driveways, curbs, gutters, and access ramps; and shall mechanically sweep all roadway surfaces. The mechanical sweeper shall be self-propelled mobile sweeper. Payment for the sweeping shall be included in the lump-sum price bid for SWPPP and no additional compensation will be allowed therefore.

302-9.5 JOINTS

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

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 REQUIREMENTS

303-5.1.1 GENERAL

[Replace the entire Subsection with the following:].

Concrete curbs, walks, gutters, spandrels, cross gutters, alley intersections, access ramps, and driveways shall be constructed of Portland cement concrete and comply with Section 201-1 of the Standard Specifications. The following class of concrete shall be used per each type of improvement:

- Curb and Gutter, Spandrels, Cross Gutters, Alley Intersections, Sidewalks, Access Ramps and Driveways, etc. – **560-C-3250.**

The following AC type and Crushed Miscellaneous Base (CMB) shall be used with respect to each type of improvement:

- Asphalt Concrete Base Course shall conform to Section 302-5 of these Special Provisions.
- Crushed Miscellaneous Base (CMB) shall be ¾" fine and comply with Section 200-2.4 of the Standard Specifications.
- AC Sidewalk – Surface Course (Type III-C3-PG64-10 (½" sieve size)) in conformance with Section 203-6 of the Standard Specifications.

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

CITY Standard Drawings

The following CITY Standard Drawings shall apply or per the direction of the ENGINEER:

- Curb and Gutter shall conform to Nos. 312 and 314.
- Concrete Sidewalk shall conform to Nos. 411, 412, and 413, (and 414 where necessary). 4" Min PCC/4" CMB.
- Driveways shall conform to Nos. 313, 513, and 514.
- Cross-gutters shall conform to No. 415 or per Standard Plan No. 122-2 or 123-2 in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans.

Caltrans Standard Plans

The following Caltrans Standard Plans shall apply:

- Americans with Disabilities Act (ADA) Access Ramps - Construction shall conform to Caltrans Standard Drawing No. A88A adjusted to meet the latest ADA regulations and requirements. The width of the wheel chair access ramp "W" shall be a minimum of five (5') foot wide.

303-5.1.1 a) ADA ACCESS RAMPS

The Contractor shall inspect the location of the Access Ramps to be re-constructed prior to beginning the work to determine the appropriate Caltrans Standard Plan Ramp Case to be constructed. If the work entails removing and replacement of existing concrete

sidewalk outside the ramp work limit area as identified in these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

The Contractor shall construct all necessary variable height-retaining curb at the back of the curb ramp as well as other retaining curb, if required, pursuant to the appropriate Caltrans Standard Plan ADA Ramp Case as determined by the Contractor and accepted by the ENGINEER. The Contractor shall relocate all street signs effected by the ramp construction to a condition equal to or better than existing.

The detectable warning surface shall be Armor-Tile replaceable truncated domes or approved equal. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to the start of construction. The color shall be **yellow**. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the ENGINEER.

The Contractor shall ensure safe passage by pedestrians during the ADA ramp construction and afford one safe crossing of the street at all times. The Contractor shall set-up all required signage and barricades within the work zone to provide safe pedestrian passage.

AC Tie-in

The Contractor shall saw cut, remove, and reconstruct a minimum of a two (2) foot width (slot patch) of adjoining structural section of the pavement to the limits of the ADA Ramp construction (BCR joint to ECR joint). The AC structural section to be replaced shall be 8” AC Base Course/8” CMB or 12” full depth AC Base Course with compaction as required by the Standard Specifications.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete ramp, a one-foot (1’) adjoining pavement section shall be removed and replaced with a structural section of 4” AC Surface Course/4” CMB.

Curb and Gutter

The Contractor shall sawcut and remove existing curb and gutter, and construct either Type "C-6” curb and gutter or "C-8" curb and gutter pursuant to the existing curb and gutter condition conforming to the CITY Standard Drawing No. 312, rolled curb and gutter and/or modified curb and gutter at locations marked in the field by the ENGINEER or as designed on the Plans.

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

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

Removal of the Concrete Curb and Gutter and AC shall conform to Section 401 “Removal” of the Standard Specifications.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed, as part of the access ramp construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions and Standard Specifications at no additional cost to the CITY.

Other Existing Facilities and Obstructions (e.g., Bus Pads)

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations at no additional cost to the CITY.

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

The Contractor shall mark, protect, adjust, and re-set all utility boxes/vaults within the reconstructed area. Additionally, the Contractor shall replace any existing marked, labeled or stamped concrete on the face of curb of existing utilities, which include, but not limited, to water, sewer, gas, etc.

303-5.1.1 b) CURB AND GUTTER

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

303-5.1.1 c) CONCRETE SIDEWALK

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to these Special Provisions and as shown on the Plans. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements. Prior to initiating the work outside the City rights-of-way, the City will obtain the necessary right of access documents from the private property owner.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete sidewalk, a one-foot (1’) adjoining pavement section shall be removed and replaced with a structural section of 4” AC Surface Course/4” CMB.

The Contractor shall inspect the location of the concrete sidewalk work area to be re-constructed prior to beginning the work. If the work entails removing and replacement of existing concrete sidewalk outside the work limit area as depicted within these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed as part of the concrete walkway construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions, Standard Specifications, and as directed by the ENGINEER at no additional cost to the CITY.

The Contractor shall place new sod or seed and top soil to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations. The Contractor may be directed by the ENGINEER to sod or seed other areas as necessary in conformance with these Specifications.
Top Soil shall be Modified Class "A" Topsoil and shall consist of 80% content of Class "A" Topsoil per the Standard Specifications and 20% content of processed wood product of type "I" organic soil amendment per the Standard Specifications.

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations. Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 400-1 of the Standard Specifications.

The Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust the heads to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe sizes to match existing, but no less than ½” schedule 40, PVC pipe, to tie into existing pipes. New sprinkler heads shall be equal to or better than existing inclusive of all appurtenances. All work shall conform to the applicable sections of the Standard Specifications and as directed by the ENGINEER.

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

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

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

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

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

Other Existing Facilities and Obstructions

Contractor shall adjust to grade existing water meter boxes (WM) to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes shall be removed and replaced by the Contractor, contact Mesa Water District to obtain and pickup new WM box. WM box shall be furnished to the Contractor at no cost.

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section, if applicable). The Contractor shall provide a new post in case the existing one cannot be saved as determined by the ENGINEER in the field.

The Contractor shall relocate any street signs, which interfere, or conflict with construction of the sidewalk. A minimum 4-foot wide path of travel shall be required.

Sidewalk obstruction flare construction shall be per City Standard Drawing No. 413 or as shown on the Plans or as depicted within these Specifications.

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

303-5.1.1 d) CONCRETE CROSS-GUTTER

Contractor shall sawcut and remove existing improvements and reconstruct cross-gutter conforming to City of Costa Mesa Standard Drawing No. 415 or per Standard Plan No. 122-2 or 123-2 in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans, and applicable sections of the Standard Specifications, as directed by the ENGINEER.

Eight (8) inches of Crushed Miscellaneous Base (CMB) shall be required under all new cross gutters.

Concrete shall be class 560-C-3250. (High early strength concrete mix)

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the The “Greenbook,” and as directed by the Engineer. The sieve size shall be ¾” (fine).

New improvements shall be constructed to grades as indicated on the plans to provide a proper flow line with the existing improvements as indicated on the plans.

303-5.1.1 e) CONCRETE DRIVEWAY APPROACH

Contractor shall sawcut and remove existing improvements and construct P.C.C. Driveway Approach per City of Costa Mesa Standard Drawing Nos. 313, 513, and 514 and also to Standard Plan No. 110-2, Type “B” in the “Standard Plans for Public Works Construction,” also known as the A.P.W.A. Standard Plans. All work shall conform to the applicable portions of Section 303-5 of the Standard Specifications. Six (6) inches of Crushed Miscellaneous Base (CMB) shall be required under all new driveways.
The Contractor shall adjust all existing utility boxes and conduit, or water meter boxes within the new driveway approach, to its new finished grade, and the adjustment shall be included in the bid price per square foot of Residential Driveway or Commercial Driveway. Removals and/or relocations necessary for driveway construction are to be paid as part of this bid item, except where a separate bid item exists for a stated removal or relocation item of work.

Concrete shall be class 560-C-3250.

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the The “Greenbook,” and as directed by the ENGINEER. The sieve size shall be ¾” (fine).

If there is existing asphalt concrete adjoining into the new concrete driveway approach, a one-foot (1’) adjoining pavement section shall be removed and replaced with a structural section of 6” AC Surface Course/6” CMB.

Asphalt concrete for slot paving shall be ¾” for base course and ½” for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).
Soils and aggregate tests shall conform to State of California test methods which may be substituted for designated ASTM test methods as noted herein. Laboratory maximum density tests shall be per Method 2 of Subsection 211-2.1. The correction for oversize materials as stated in Test Method No. California 216 shall be replaced with Note 2 of ASTM D1557.

New improvements shall be constructed to grades as indicated on the plans to match existing improvements and field condition with proper grade to form a safe and smooth riding surface.

It will be the responsibility of the Contractor to complete all initiated repairs by the end of the Friday of each working week unless specified otherwise by the City Engineer.

303-5.7 Repairs and Replacements.

All work which is defective in its construction or deficient in any of the requirements of these Special Provisions shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the City and no compensation will be allowed for such correction.

The minimum length for removal and replacement of unsatisfactory work shall be score line to score line for sidewalk. Sawcutting is required for all removals of defective concrete work at no additional cost.

Upon failure on the part of the Contractor to comply forthwith with any order the City makes under the provisions of this Section, the City shall have authority to cause defective work to be removed and replaced and deduct the costs thereof from any monies due or to become due the Contractor.

303.5-8 Backfilling and Cleanup.

The construction of any improvement in place shall mean that in addition to the requirements under Section 303-5.8 of the Standard Specifications relating to “Backfilling and Clean up,” the Contractor shall be responsible for backfilling the area excavated for the purpose of setting forms. Said backfill shall be considered part of the bid price for the various contract items of work, and no further compensation shall be paid therefore. Said backfill shall be done immediately following the removal of forms.

If no new construction is to be placed in the location where concrete has been removed, then the area shall be backfilled and graded to match existing grade.

During all phases of construction, the Contractor shall maintain a clean work site. The contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed. Full compensation shall be considered as included in the prices for the various items.

Bid Item No. 4: Unclassified Excavation

Unclassified excavation shall conform to all Sections 300-1 “Clearing and Grubbing”, 300-2, “Unclassified Excavation” and 300-4 “Unclassified Fill” of the Standard Specifications and shall consist of all unclassified excavation required to construct the new roadway section, parkway, and offsite improvements in conformance with the line and grades set forth on the plans.

Unclassified excavation shall include removals of the following materials within the project limits to the required subgrade depth: asphalt concrete, aggregate base, native material, cement/lime treated material; slurry backfill; abandoned foundations or utilities, and other materials which may be encountered within the project limits and are not included in a separate bid item, such as the concrete removal items.

Unclassified excavation shall include the regarding of slopes at a maximum 4:1 slope, except as noted elsewhere on the plans or these specifications.

Excavated and removed materials (including PCC, AC, CMB, CTB, slurry backfill, dirt, ivies, plants, trees, roots, stumps, branches, grass, bricks, fences, woods, etc.) shall be removed from the job site the same day as excavated.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9, “Protection and Restoration of Existing Improvements” of the Standard Specifications at Contractor's expense.

It is the Contractor's responsibility to cover all subsurface exploration as required and submit a complete bid covering the cost for exploration and removals to the grades required.

The Contractor shall protect and support existing improvements not designated to be removed adjoining and adjacent new improvements including walls, fences, brick work, PCC, drainage pipes, structures and other improvements.

If, in the opinion of the Engineer, the existing materials of areas beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric crushed miscellaneous base and/or asphalt concrete shall be used to replace materials over-excavated as directed by the Engineer.

The Contractor shall contact Transportation Services at (714) 754-5184 two (2) days prior to any excavation work that would damage traffic signal loops, for adjustments to the signal timing.

Measurement and Payment for all the preceding shall be at the unit price bid per cubic yard (CY) price. This item includes all sawcut, removal and disposal of PCC, AC, aggregate base, and native soil including Petromat/pavement reinforcing fabric, macadam, abandoned concrete and/or steel culverts, unsuitable materials, irrigation improvements, plants, root pruning, removal of existing base material and other unclassified excavation necessary to establish the finished subgrade elevations for the improvements, as detailed in the plans. The unit price bid shall include subgrade preparation and compaction; including all labor, tools, material, equipment and incidentals required to complete the work. No further compensation will be allowed. The Unclassified Excavation bid items are a Final Pay quantity and no additional compensation will be allowed. Payment for any over-excavation shall be per Section 3-3 “Extra Work” as modified by the General Provisions.

Bid Item No. 5: Variable Cold Mill 2”

The type of pavement and depth to be cold milled shall be as shown on the Plans or specified in the Special Provisions. The pavement might contain fabric or steel reinforcement within the depth to be cold milled. The surface after cold milling shall be

uniformly grooved or ridged. The outside lines of the milled pavement shall be neat and uniform.

The Contractor shall remove existing asphalt concrete overlay or slurry seal material within one foot of the edge of concrete gutters adjacent to any area to be cold milled. The removal procedure and equipment to be used shall be approved by the Engineer.

The milled pavement shall be true to grade and cross section. When the straightedge specified in 302-5.6.2 is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straightedge more than 3/8 inch (10 mm) at any point, except at intersections or at changes of grade. Any areas that are not within tolerance shall be brought to grade within one Working Day following initial cold milling.

Cold milling operations shall be performed without damage to the remaining pavement. Whenever cold milling is adjacent to existing concrete curbs, gutters or pavement, the Contractor shall protect these improvements from damage. Concrete curbs, gutters or pavement damaged during cold milling operations shall be repaired as directed by the Engineer. Replaced sections of concrete curb, gutter or pavement shall be a minimum of 5 feet (1.5 m) in length or to the next joint.

The contractor shall ensure that any cold-milled street is paved within 48 hours of milling. The contractor is solely responsible for implementing all necessary dust mitigation measures. Any claims arising from dust-related issues shall be the sole responsibility of the contractor, who shall defend, indemnify, and hold the City harmless from any such claims, liabilities, or damages.

Milling machines shall be specifically designed and constructed for cold milling of asphalt concrete, concrete, or composite pavement.

Milling machines shall conform to the following:

a) The cutting drum shall be a minimum of 60 inches (1500 mm) wide, except for those mounted on a skid-steer loader, and shall be equipped with carbide-tipped cutting teeth placed in a variable pattern to produce the desired finish.
b) Be self-propelled and capable of removing the pavement to the depth shown on the Plans.
c) Be equipped with a conveyor system that will immediately convey the milled material into a transport vehicle for disposal as specified in the Special Provisions.
d) Be capable of spraying water at the cutting drum to minimize dust.
e) Be designed so that the operator can observe the milling operation, at all times, without leaving the controls.
f) Be adjustable for slope and depth.
g) Be capable of milling, in one pass, to the maximum depth recommended by the manufacturer without producing fumes or smoke.

Milling machines used for milling to specified elevation shall conform to 404-2.1 and the following:

a) Be equipped with automatic grade controls that reference the existing pavement elevations or independent grade references.

Milling machines used for profile milling shall conform to 404-2.1 and the following:

a) Be equipped with a minimum 20-foot (6 m) paving ski with spring loaded feet attached to the bottom at not more than 18-inch (0.5 m) increments. The upper portion of the ski shall be one piece and manufactured such that the ski does not flex or bend by more than 3/16 inch (5 mm) when supported off of the surface of the pavement by an attachment located at the ski's longitudinal center of gravity. The grade control system of the milling machine shall be referenced to the center of the ski.

Profile milling is the controlled removal of a portion of the existing pavement to a nominal depth using longitudinal grade controls to remove surface irregularities in the pavement and improve ride ability. The grade shall be as shown on the Plans. During profile milling operations, the center of the ski shall be on a line coincident with the transverse centerline of the milling machine's cutting drum. A ski shall be attached to each side of the milling machine cutting drum during the first pass, and on one side of the milling machine on subsequent, adjacent passes with a joint matching grade control on the other side. The resultant milled surface shall not deviate from the grade shown on the Plans, using the straightedge specified in 302-5.6.2, by more than 1/4 inch (6 mm) at any point.

Work site maintenance shall conform to 3-12. A motorized street sweeper shall follow within 50 feet (15 m) of the cold milling machine unless otherwise approved by the Engineer.

Unless otherwise specified, millings shall be considered the property of the Contractor and shall be disposed of off the Work site by the Contractor.

Structures and vertical joints within the cold-milled areas that are transverse to through traffic shall be ramped in conformance with 302-5.7 and 306-1.5.1 temporary asphalt concrete as shown on the Plans or specified in the Special Provisions. Ramps shall be constructed the same day as the existing pavement is cold milled and removed prior to placement of the permanent paving pavement.

Measurement and Payment for the requirements of Variable Cold Mill 2" shall be at the contract unit price bid per Square Foot (SF) and will be based on the actual area of surface planed regardless of the number of passes required. The contract price paid per square yard shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in cold milling the existing A.C., P.C.C., pavement reinforcing fabric/Petromat, macadam, or other miscellaneous improvements, removal of old AC/slurry lip overage from gutter pan, and disposing of material removed, per Typical Sections and Details shown on Plans, , as specified in these special provisions and as directed by the Engineer. **The quantity to be paid for will be the actual area of surface cold planed, irrespective of number for passes required to obtain the depth shown on the plans** No additional compensation will be allowed, therefore.

Bid Item No. 6: AC Pavement

Asphalt Concrete (AC) shall conform to Standard Specifications for Public Works

Construction Section 203-6, with Section 92, "Asphalt" of Caltrans Standard Specifications and Special Provisions, and as modified herein.

- AC base course shall be Type III-B2-PG-64-10 (3/4” sieve size).

All areas for reconstruction and leveling shall be marked in the field by the ENGINEER. The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the Engineer at no cost to the City.

The Contractor shall remove the existing AC pavement section and the subgrade down to the elevation as depicted on the Plans and as directed and authorized by the Engineer. All work shall comply with the applicable sections of the Standard Specifications as required.

Sub-grade preparation shall conform to Standard Specifications for Public Works Construction Section 301-1.

The Contractor shall remove the native subgrade and install and compact (95% Relative Compaction) the new aggregate base section to the required elevation as specified on the Plans. The aggregate base material shall be ¾” CMB and conform to Standard Specifications for Public Works Construction Section 200-2.4 “Crushed Miscellaneous Base”.

The existing AC pavement shall be saw-cut to full depth to provide a clean, neat, and straight pavement break. Then the join between the existing pavement and the new pavement shall be sealed. A layer of tack coat shall be applied to all vertical-cut faces and between subsequent HMA lifts.

All excavated material shall be hauled and disposed of by the Contractor in accordance with these Special Provision and Standard Specifications.

The Contractor can elect to bring the entire AC Base Course to the existing finished grade prior to cold milling operations.

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

Measurement and Payment to construct ”AC Pavement” shall be made at the unit price bid per tonnage (Ton). The unit price bid shall include subgrade preparation, surface preparation, AC Type Specified herein inclusive of the added AC depth to meet existing

grade before cold milling operations, tack coat, temporary AC tapers, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment, pavement reinforcing fabric (Petromat), abandoned concrete and/or steel culverts, unsuitable materials, irrigation improvements, plants, root pruning, removal of existing base material and other unclassified excavation necessary to establish the finished subgrade elevations for the roadway improvements, as directed by the Engineer, and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed. **This item may or may not be used, and shall not be subject to the SSPWC 25% limitation on quantity changes.** No further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no further compensation will be allowed.

Bid Item No. 7: Asphalt Rubber Hot Mix (ARHM-G) Surface Course

Asphalt Rubberized Hot Mix (ARHM) shall conform to Standard Specifications for Public Works Construction Section 203-11 and as modified herein.

- The Asphalt Rubber Hot Mix Surface Course shall be Gap-Graded ARHM-GG-C-PG 64-16 (1/2” sieve size) and at least 2-inches thick.

Finished surface of the new pavement shall be flush with the edge of the gutter for entire project area.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

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

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise specified herein, there are no special equipment requirements to perform the work, and the contractor shall comply with all equipment specifications of the Standard Specifications.

Tack coat shall be per Standard Specifications for Public Works Construction Section 302-9.2.

Prior to placing the ARHM surface course, all receiving surfaces shall be cleaned by blowing air, water and/or broom. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

Distribution and spreading shall be per Standard Specifications for Public Works Construction Section 302-9.3**.**

At least 24 hours of “cool off” time shall occur between A.C. lifts.

All temporary striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching.

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality and fed by material transfer vehicle (Roadtec Shuttle Buggy MTV, or similar).

Manhole and other structures within the street section shall be per Standard Specifications for Public Works Construction Section 302-9.6

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

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work and comply with these Special Provisions.

The Contractor is directed to Standard Specifications for Public Works Construction Section 403 with respect to raising, adjusting or reconstructing utilities to grade.

Rolling shall be per Standard Specifications for Public Works Construction Section 302-5.6.

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to ensure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid. Pneumatic rollers shall not be used without prior approval of the ENGINEER.

Joints shall be per Standard Specifications for Public Works Construction Section 302-9.5.

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

Asphalt Material Transfer Device (Shuttle Buggy):
A self-propelled material transfer device, capable of moving independent of the paver or attached to the paver shall be used when paving all surface asphalt through lanes on collector and arterial streets. The size of the material transfer device shall be suitable for the type of paving operation performed and shall be subject to the approval of the City Engineer. The material transfer device shall be equipped to perform additional mixing of the material, uniformly heat the material, and transfer the material into the paver at a uniform temperature. Paver hopper inserts shall be required when spillage of the Hot Mix Asphalt (HMA) occurs during transfer of the material.

Measurement and payment for Asphalt Rubber Hot Mix (ARHM-G) Surface Course" shall be made at the unit price bid per Tonnage (TON), based upon certified weigh master tickets. The unit price bid shall include, surface preparation, ARHM specified herein, tack coat, temporary AC tapers, rock dust blotter, sweeping, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no additional compensation will be allowed.

Bid Item No. 8: Construct Crushed Miscellaneous Base

Crushed miscellaneous base shall consist of broken and crushed asphalt concrete or Portland cement concrete and may contain crushed aggregate base or other rock materials.

The material shall be free of any detrimental quantity of deleterious material as defined in Standard Specifications for Public Works Construction Section 200-1.1.

The material retained on the No. 4 (4.75 mm) sieve shall contain no more than 15 percent gravel particles as defined in Standard Specifications for Public Works Construction Section 200-1.3. The material may contain no more than 3 percent brick by weight as determined by California Test 202 modified as follows: Brick material retained on a No. 4 (4.75 mm) sieve shall be identified visually and separated manually. Brick quantification shall be based on total weight of dry sample.

Grading shall be per Standard Specifications for Public Works Construction Section Table 200-2.4.2.

The material shall conform to Standard Specifications for Public Works Construction Section Table 200-2.4.3.

The Engineer may waive the percentage wear requirements, provided the material has a minimum durability of 40 in accordance with California Test 229.Untreated base shall be crushed miscellaneous base conforming to 200-2.4, as shown on the Plans or in the Bid. Base material shall not be crushed at the Work site. Base material shall have a fine gradation.

Measurement and Payment for Construct CMB shall be per the unit price bid per tonnage (Ton) and shall include full compensation for furnishing all labor, materials, tools, equipment, hauling, spreading, compacting, grading, and incidentals for completing all work as required. No additional compensation shall be allowed.

Bid Items Nos. 9, 10, 11, 12, 13, 21, 22, & 23 include CMB in their bid items and are not included in Bid Item No.7 CMB.

Bid Item No. 9: Construct Variable Height PCC Retaining Curb 0" to 8" Over 6" CMB

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, "Concrete, Mortar, and Related Materials", 202-1 "Brick" and 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways".

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 "Subgrade Preparation". 4-inches of CMB shall be placed under the variable curb Standard Specification for Public Works Construction Subsection 200-2.4 "Crushed Miscellaneous Base" and Section 301-2 "Untreated Base".

Concrete shall be class 560-C-3250. Forms shall be provided for excavating, backfilling and compacting. Forming work shall conform to Section 303-5.2, "Forms" and include any removal, replacement, grading, excavation and saw-cutting necessary for curb and gutter construction.

For curb constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 4:1 maximum from the back of curb to meet existing adjacent surface grades, unless otherwise noted on the plans or specifications. Approximate daylight lines are shown on the plans. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. Any existing landscaping or irrigation improvements shall be replaced in kind. The grading behind the curb shall be included in the cost of the retaining curb bid item.

Measurement and payment to Construct Variable Height Retaining Curb 0" to 8" over 6" CMB, shall be per the unit price bid per lineal foot (LF) of curb and shall include sub-grade preparation, forms, backfilling behind curbs, grading behind curbs, restoring form areas and all other work as required to complete the work. No other compensation will be allowed.

Bid Item No. 10: Construct 8" Curb and Gutter Over 6" CMB

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, “Concrete, Mortar, and Related Materials”, 202-1 “Brick” and 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways”.

Brick improvements shall be in conformance with Standard Specification for Public Works Construction Sections 202-1 “Brick” and 303-4, “Masonry Construction” of the Standard Specifications.

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 “Subgrade Preparation”. 4-inches of CMB shall be placed under curb & gutter per Standard Specification for Public Works Construction Subsection 200-2.4 “Crushed Miscellaneous Base” and Section 301-2 “Untreated Base”.

Concrete shall be class 560-C-3250. Forms shall be provided for excavating, backfilling and compacting. Forming work shall conform to Standard Specification for Public Works Construction Section 303-5.2, “Forms” and include any removal, replacement, grading, excavation and saw-cutting necessary for curb and gutter construction.

For curb constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 4:1 maximum from the back of curb to meet existing adjacent surface grades, unless otherwise noted on the plans or specifications. Approximate daylight lines are shown on the plans. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. Any existing landscaping or irrigation improvements shall be replaced in kind. The grading behind the curb shall be included in the cost of the retaining curb bid item.

Measurement and payment to Construct 8” Curb and Gutter over 6” CMB shall be per the unit price bid per lineal foot (LF) of curb and gutter and shall include sub-grade preparation, forms, backfilling behind curbs, grading behind curbs, restoring form areas and all other work as required to complete the work. New curb and gutter along bus pads shall be included in this bid item. No other compensation will be allowed.

Bid Item No. 11: Construct 4” PCC Sidewalk Over 4” CMB

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, “Concrete, Mortar, and Related Materials”, 302-6 “Portland Cement Concrete Pavement and 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways”. In addition, stamped and color concrete shall be in conformance with Standard Specification for Public Works Construction Sections 303-6 “Stamped Concrete” and 303-7 ‘Colored Concrete”. Concrete shall be class 560-C-3250.

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 “Subgrade Preparation”. 4-inches of CMB shall be placed under sidewalks, ramps, median concrete, and staircases. 6-inches of CMB shall be placed under driveways and offsite concrete pavement. 12-inches of CMB shall be

placed under bus turnout. CMB shall be placed per Standard Specification for Public Works Construction Sections 200-2.4 “Crushed Miscellaneous Base” and 301-2 “Untreated Base”.

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Once the work is started, the Contractor shall perform and complete work at each location within three (3) working days. Sidewalk thickness shall be 4” except at driveway approaches where it shall be 8” and shall be medium broom finished.

The Contractor shall saw-cut and remove existing concrete sidewalk within construction limits where encountered for constructing new sidewalk and this work shall be included in the separate bid items. The remaining PCC pavement adjacent to new sidewalk shall be protected in-place, any damage caused by the Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48” clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications, City Standard drawings, and Standard Specification for Public Works Construction Subsection 303-5.4 “Joints”. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

Measurement and payment to Construct 4" PCC Sidewalk over 4” of CMB, shall be per the unit price bid per square foot (SF) and shall include sub-grade preparation, forms, temporary AC pavement, backfilling behind sidewalk, grading behind sidewalk, restoring form areas and all other work as required to complete the work No additional compensation will be allowed.

Bid Item No. 12: Construct 4” PCC Curb Ramp Over 4” CMB Including “Federal Yellow” Truncated Domes

Concrete improvements shall be in conformance with City of Costa Mesa Standard

Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, “Concrete, Mortar, and Related Materials”, 302-6 “Portland Cement Concrete Pavement and 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways”. In addition, stamped and color concrete shall be in conformance with Standard Specification for Public Works Construction Sections 303-6 “Stamped Concrete” and 303-7 ‘Colored Concrete”. Concrete shall be class 560-C-3250.

Metal hand railings for ramps and staircases shall conform to SPPWC Standard Drawing 606-4, details shown on the project plans and Standard Specification for Public Works Construction Sections 206-5 “Metal Railings” and 304-2 “Metal Railings”.

Detectable warning devices shall be cast-in-place and installed per manufacturer’s recommendations. Color shall be approved by Engineer.

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 “Subgrade Preparation”. 4-inches of CMB shall be placed under ramps. CMB shall be placed per Standard Specification for Public Works Construction Sections 200-2.4 “Crushed Miscellaneous Base” and 301-2 “Untreated Base”.

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Once work is started, the Contractor shall perform and complete work at each location within three (3) working days. Curb ramp thickness shall be 4” and shall be medium broom finished.

The Contractor shall saw-cut and remove existing asphalt concrete or existing concrete sidewalk within construction limits where encountered for constructing new curb ramp and this work shall be included in the separate bid items. The remaining PCC pavement adjacent to new curb ramp shall be protected in-place, any damage caused by the Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48” clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications, City Standard drawings, and Subsection 303-5.4 “Joints” of Standard Specifications. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

Measurement and payment to Construct 4” PCC Curb Ramp over 4” CMB including “federal yellow” truncated domes (All Cases), shall be per the Square Foot (SF). Unit prices shall include excavation, sub-grade preparation, forms, metal hand railings, restoring form areas, temporary AC pavement, and all other work as required to complete the work. All proposed curb and gutter at curb returns within the BCR to ECR will be part of the curb ramp quantity. All proposed concrete built behind the curb ramp from BCR to BCR will be part of the curb ramp quantity. If retaining curb is present at the back of sidewalk, all concrete falling within the limits of said retaining curb shall be assumed to be part of the curb ramp quantity even if it extends past the BCR and ECR. No additional compensation will be allowed.

Bid Item No. 13: Construct 6” PCC Drive Approach Over 6” CMB

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, “Concrete, Mortar, and Related Materials”, 302-6 “Portland Cement Concrete Pavement and 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways”. In addition, stamped and color concrete shall be in conformance with Standard Specification for Public Works Construction Sections 303-6 “Stamped Concrete” and 303-7 ‘Colored Concrete”. Concrete shall be class 560-C-3250.

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 “Subgrade Preparation”. 6-inches of CMB shall be placed under driveways. CMB shall be placed per Standard Specification for Public Works Construction Sections 200-2.4 “Crushed Miscellaneous Base” and 301-2 “Untreated Base”.

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Once work is started, the Contractor shall perform and complete work at each location within three (3) working days. Driveway approaches where it shall be 8” and shall be medium broom finished.

The Contractor shall saw-cut and remove existing concrete sidewalk within construction limits where encountered for constructing new drive approach and this work shall be included in the separate bid items. The remaining asphalt concrete or PCC pavement adjacent to new drive approach shall be protected in-place, any damage caused by the

Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48" clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications, City Standard drawings, and Subsection 303-5.4 "Joints" of Standard Specifications. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

Measurement and payment to construct an 6" drive approach over 6" CMB shall be per the unit price bid per Square Foot (FT). Unit prices shall include excavation, sub-grade preparation, forms, temporary AC pavement, and all other work as required to complete the work. No additional compensation will be allowed.

Bid Item No. 21: Construct 9" PCC Bus Pad Over 12" CMB

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, "Concrete, Mortar, and Related Materials", 302-6 "Portland Cement Concrete Pavement and 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways". In addition, stamped and color concrete shall be in conformance with Standard Specification for Public Works Construction Sections 303-6 "Stamped Concrete" and 303-7 'Colored Concrete". Concrete shall be class 560-C-3250.

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 "Subgrade Preparation". 6-inches of CMB shall be placed under driveways. CMB shall be placed per Standard Specification for Public Works Construction Sections 200-2.4 "Crushed Miscellaneous Base" and 301-2 "Untreated Base".

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Once work is started, the Contractor shall perform and complete work at each location

within three (3) working days. Driveway approaches where it shall be 8” and shall be medium broom finished.

The Contractor shall saw-cut and remove existing concrete sidewalk within construction limits where encountered for constructing new drive approach and this work shall be included in the separate bid items. The remaining asphalt concrete or PCC pavement adjacent to new drive approach shall be protected in-place, any damage caused by the Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48” clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications, City Standard drawings, and Subsection 303-5.4 “Joints” of Standard Specifications. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

Measurement and payment to construct a 9” bus pad over 12” CMB shall be per the unit price bid per Square Foot (SF). Unit prices shall include excavation, sub-grade preparation, forms, temporary AC pavement, and all other work as required to complete the work. No additional compensation will be allowed.

Bid Item No. 22: Construct PCC Bus Boarding Islands & PCC Median Cut Through

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, “Concrete, Mortar, and Related Materials”, 302-6 “Portland Cement Concrete Pavement and 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways”. In addition, stamped and color concrete shall be in conformance with Standard Specification for Public Works Construction Sections 303-6 “Stamped Concrete” and 303-7 ‘Colored Concrete”. Concrete shall be class 560-C-3250.

Metal hand railings for ramps and staircases shall conform to SPPWC Standard Drawing 606-4, details shown on the project plans and Standard Specification for Public Works Construction Sections 206-5 “Metal Railings” and 304-2 “Metal Railings”.

Detectable warning devices shall be cast-in-place and installed per manufacturer’s recommendations. Color shall be approved by Engineer.

The Bus Boarding Island consists of “Type A” Curb over 6” CMB, 4” PCC over 4” CMB, Stamped concrete areas of 4” PCC stamped concrete (sand color) over 4” sand and Curb ramps consisting of 4” PCC over 4” CMB. Median cut-through (Type A passage ways) consists of 4” PCC over 4” CMB. Median Cut Through shall be per Caltrans Standards.

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 “Subgrade Preparation”. 6-inches of CMB shall be placed under ramps. CMB shall be placed per Standard Specification for Public Works Construction Sections 200-2.4 “Crushed Miscellaneous Base” and 301-2 “Untreated Base”.

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Once work is started, the Contractor shall perform and complete work at each location within three (3) working days. Curb ramp thickness shall be 4” and shall be medium broom finished.

The Contractor shall saw-cut and remove existing asphalt concrete or existing concrete sidewalk within construction limits where encountered for constructing new curb ramp and this work shall be included in the separate bid items. The remaining PCC pavement adjacent to new curb ramp shall be protected in-place, any damage caused by the Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48” clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications, City Standard drawings, and Subsection 303-5.4 “Joints” of Standard Specifications. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

Measurement and payment to Construct PCC Bus Boarding Islands and PCC Median Cut Through shall be per the Square Foot (SF). Unit prices shall include excavation, sub-grade preparation, forms, metal hand railings, restoring form areas, temporary AC pavement, and all other work as required to complete the work. All proposed curbs are

part of the PCC Islands & Median Cut Through quantity. No additional compensation will be allowed.

Bid Item No. 22: Construct PCC Bus Boarding Islands & PCC Median Cut Through

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, "Concrete, Mortar, and Related Materials", 302-6 "Portland Cement Concrete Pavement and 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways". In addition, stamped and color concrete shall be in conformance with Standard Specification for Public Works Construction Sections 303-6 "Stamped Concrete" and 303-7 'Colored Concrete". Concrete shall be class 560-C-3250.

Metal hand railings for ramps and staircases shall conform to SPPWC Standard Drawing 606-4, details shown on the project plans and Standard Specification for Public Works Construction Sections 206-5 "Metal Railings" and 304-2 "Metal Railings".

Detectable warning devices shall be cast-in-place and installed per manufacturer's recommendations. Color shall be approved by Engineer.

The Bus Boarding Island consists of "Type A" Curb over 6" CMB, 4" PCC over 4" CMB, Stamped concrete areas of 4" PCC stamped concrete (sand color) over 4" sand and Curb ramps consisting of 4" PCC over 4" CMB. Median cut-through (Type A passage ways) consists of 4" PCC over 4" CMB. Median Cut Through shall be per Caltrans Standards.

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 "Subgrade Preparation". 6-inches of CMB shall be placed under ramps. CMB shall be placed per Standard Specification for Public Works Construction Sections 200-2.4 "Crushed Miscellaneous Base" and 301-2 "Untreated Base".

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Once work is started, the Contractor shall perform and complete work at each location within three (3) working days. Curb ramp thickness shall be 4" and shall be medium broom finished.

The Contractor shall saw-cut and remove existing asphalt concrete or existing concrete sidewalk within construction limits where encountered for constructing new curb ramp and this work shall be included in the separate bid items. The remaining PCC pavement adjacent to new curb ramp shall be protected in-place, any damage caused by the Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48" clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications, City Standard drawings, and Subsection 303-5.4 "Joints" of Standard Specifications. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

Measurement and payment to Construct PCC Bus Boarding Islands and PCC Median Cut Through shall be per the Square Foot (SF). Unit prices shall include excavation, sub-grade preparation, forms, metal hand railings, restoring form areas, temporary AC pavement, and all other work as required to complete the work. All proposed curbs are part of the PCC Islands & Median Cut Through quantity. No additional compensation will be allowed.

Bid Item No. 23: Construct 8" PCC Spandrel Over 8" CMB

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Standard Specification for Public Works Construction Sections 201, "Concrete, Mortar, and Related Materials", 302-6 "Portland Cement Concrete Pavement and 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways". In addition, stamped and color concrete shall be in conformance with Standard Specification for Public Works Construction Sections 303-6 "Stamped Concrete" and 303-7 'Colored Concrete". Concrete shall be class 560-C-3250.

Subgrade for concrete improvements shall conform to Standard Specification for Public Works Construction Section 301-1 "Subgrade Preparation". 6-inches of CMB shall be placed under driveways. CMB shall be placed per Standard Specification for Public Works Construction Sections 200-2.4 "Crushed Miscellaneous Base" and 301-2 "Untreated Base".

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Once work is started, the Contractor shall perform and complete work at each location

within three (3) working days. Driveway approaches where it shall be 8” and shall be medium broom finished.

The Contractor shall saw-cut and remove existing concrete sidewalk within construction limits where encountered for constructing new drive approach and this work shall be included in the separate bid items. The remaining asphalt concrete or PCC pavement adjacent to new drive approach shall be protected in-place, any damage caused by the Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48” clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications, City Standard drawings, and Subsection 303-5.4 “Joints” of Standard Specifications. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

Measurement and payment to construct an 8” PCC Spandrel over 8” CMB shall be per the unit price bid per Square Foot (SF). Unit prices shall include excavation, sub-grade preparation, forms, temporary AC pavement, and all other work as required to complete the work. No additional compensation will be allowed.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

[Replace the entire Section with the following:].

Bid Item No. 15: SIGNING AND STRIPING
Bid Item No. 27: FURNISH AND INSTALL WHITE FLEXIBLE K-71 POSTS
Bid Item No. 28: FURNISH AND INSTALL GREEN PREFORMED THERMOPLASTIC MARKINGS

General

All pavement striping, signage, pavement markers and delineators shall be in accordance with Section 81 “Miscellaneous Traffic Control Devices” of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions. All striping and pavement markings shall be in accordance to Section 84 “Markings” of the latest edition of the Caltrans Standard

Specifications (including the Revised Standard Specifications) as modified within these Special Provisions, and comply with the latest Caltrans Standard Plans, and the latest edition of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performances.

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-2 DELINEATORS

81-2.01 GENERAL

81-2.01C SUBMITTALS

[Add the following:].

The contractor shall provide submittal sheets for approval prior to ordering the materials.

81-2.02 MATERIALS

81-2.02A GENERAL

[Add the following:].

The traffic posts in the bicycle buffer shall be US Reflector flexible 29” tall K-71 traffic posts (7.5” diameter). The post shall be white color only. Each K-71 post shall be equipped with two 4” bands of flexible white 3M high intensity retroreflective sheeting.

The K-71 posts shall be installed using manufacturer specified nylon reinforcement composite screens (for asphalt installation), metal pavement anchor sleeves, and anti-debris set screws, and no equivalent materials or exclusion of materials during installation may be made. For the 2-part adhesive for bonding the metal anchor sleeve within the drilled hole and nylon reinforcement screen, the contractor shall use Hilti HY-200 11.2 OZ. Injectable Mortar (4A-ADH-HY200R-112-1, SKU:654728851743), with replacement nozzle, and no other equivalent adhesive shall be used unless specified by the manufacturer as equal or the newest specification and approved by City Representative.

Prior experience with this product has demonstrated that more adhesive is required than is stated on the manufacturer’s installation instructions. Contractor shall order at least 25% more adhesive than is recommended by the manufacturer in order to fill the hole to at least 85%-90% of the height of the drilled hole.

All installation materials shall be checked by City Representative and City Inspector prior to start of installation.

81-2.03 CONSTRUCTION

[Replace entire section with the following:].

The contractor shall surface mount the delineators using a 2-part epoxy and/or anchor bolts per manufacturer's specifications and per direction of City Maintenance staff and the City Representative.

The contractor shall procure all materials required and strictly follow each step of the manufacturer's installation instructions (per installation video) to ensure proper tight bonding and anchoring to prevent the K-71 posts from uplifting after contact with vehicles. Contractor shall use more than the manufacturer recommended amount of adhesive to ensure a proper bond/anchoring to the asphalt pavement. Contractor should have all equipment required for installation including but not limited to T-bar, manual adhesive dispenser, rotary hammer drill with 7/8-inch drill bit, compatible compressor with air hose, nozzle and fittings, a wire brush and a generator.

After anchor sleeve has been installed and while the adhesive is curing (before installation of the post), the contractor shall clean the pavement areas surrounding the hole to be clear of any spilled or residual adhesive that would prevent full contact of the K-71 post's base with the pavement surface.
The installation includes but is not limited to the following steps. Contractor shall not skip any of these steps:

a. Mark areas for installation
b. Adjust drill depth setting to the length of the anchor sleeve.
c. Drill 7/8" diameter hole to a depth of 5.9" to 6" MAXIMUM using a 7/8" carbide bit.
d. Using an air compressor, insert air tube nozzle to the bottom of hole and remove dust and debris.
e. Use a wire brush to clean hole to ensure proper adhesive bond.
f. After using wire brush, use air compressor again to remove excess fine dust from the hole.
g. To help verify the depth of the drilled hole using an anchor sleeve, remove the plastic cap and insert a ½" machine bolt as a grab bolt.
h. While holding the grab bolt, lower the anchor sleeve into hole and ensure the top of the sleeve is 1/8" to ¼" deep MAXIMUM below asphalt surface. If hole is drilled too deep, use small rocks or pebbles to adjust hole depth to proper height.
i. When mixing adhesive from a new cartridge, ensure a proper adhesive mix by ejecting several ounces onto a disposable surface.
j. Insert nozzle into bottom of hole (not halfway) and inject resin while pulling back on the cartridge filling the hole and sleeve to about 50% of the height of the hole. Insert reinforcement composite screen into hole until flush or ¼" below surface. Reinsert nozzle into the hole and screen and continue to fill from the bottom to about 90% of the height of the hole.
k. Insert metal anchor bolt. NOTE: do not remove the plastic cap. The cap protects the anchor sleeve from filling with adhesive.

l. Lift and push anchor bolt repeatedly while inserting it in the hole to help work the adhesive in to the side walls. Adhesive should spill out the top of the hole, if not then enough adhesive was added. Please note: It is very important to progressively pull and push the sleeve when you are inserting it into the cavity. It forces the adhesive to saturate the dry asphalt if there is any fine drilling powder residue left on the walls.
m. Using a piece of carton or cloth, spread the adhesive around top of hole but clean off plastic cap and surrounding pavement of any spilled or residual adhesive.
n. Let adhesive cure and remove plastic cap with a hole punch or screwdriver.
o. Install K-71 post using the T-bar by ensuring the base anchor bolt is protruding from the base. Insert T-Bar socket onto hex bolt at base of K-71 post, align bolt with ground anchor. Once bolt is aligned with ground anchor, spin T-bar until post is snug and gripped into place.

Written technical instructions can be found at: http://endotocorp.com/assets/k71-post-instalation-pavement-v1.pdf

81-3 PAVEMENT MARKERS

81-3.02 MATERIALS

81-3.02A GENERAL

[Add the following:].

Blue “Fire Hydrant” Raised Pavement Markers

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. Two-way Streets or Roads: Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standards.

2. Streets with Left-Turn Lane at Intersection: Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.

3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

81-3.04 PAYMENT

[Add the following:].

Measurement and payment for miscellaneous traffic control devices shall be per the unit price bid per Lump Sum (LS). The unit price for each item shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

81-8 EXISTING PAVEMENT MARKERS AND DELINEATORS

81-8.03 CONSTRUCTION

81-8.03B REMOVE PAVEMENT MARKERS

[Add the following:].

All blue “fire hydrant” pavement markers that are removed shall be reinstalled by the contractor.
When striping is removed, any corresponding pavement markers within or adjacent to the stripe, or within the gaps of dashed striping shall be removed.

81-8.04 PAYMENT

[Add the following:].

Measurement and payment for existing pavement markers and delineators shall be per the unit price bid per Lump Sum (LS). The lump sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

82 SIGNS AND MARKERS

82-2 SIGN PANELS

82-2.02 MATERIALS

82-2.02A GENERAL

[Add the following:].

All sign face reflective sheeting shall be diamond grade retroreflective with protective overlay film.

Prior to ordering sign panel, the contractor shall provide signing submittal for City Representative’s review showing all proposed signs and sign sizes. Proposed warning sign colors shall be provided as yellow or FYG.

[Add the following section:].

82-2.03C REMOVE AND SALVAGE SIGN AND SIGNPOST

Sign panels and signposts to be salvaged shall be delivered the same day to the city. The salvaged sign panels and posts shall be delivered to the City's corporation yard, located at 2310 Placentia Avenue, Costa Mesa 92627. Prior to delivery, please call Juan Santos at 714-697-5545.

82-2.04 PAYMENT

[Replace section with the following:].

Measurement and payment for the signs and markers shall be per the unit price bid per Lump Sum (LS) and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

82-3 Roadside Signs

82-3.02A GENERAL

[Add the following:].

Signs and shall posts shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Unless otherwise noted on the plans, all new or relocated signs shall be installed on 1¾" square perforated steel posts with breakaway connections. Signs shall follow the CA MUTCD regarding clearances from the bottom of the lowest sign to the finished surface.

82-3.02B METAL POSTS

[Add the following:].

Metal posts shall be 1¾" square perforated steel posts (Telespar) with breakaway anchor.

82-3.03 CONSTRUCTION

82-3.02A GENERAL

[Add the following:].

Installation of signposts, including mounting height and required clearances, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Anchor shall not extend beyond 2" from top of adjacent finished grade where installed and shall conform to OC Public Works Standard Plan 1417 for signpost installation.

82-3.04 PAYMENT

[Replace the entire section with the following:].

Measurement and payment for the signs and markers shall be per the unit price bid per Lump Sum (LS) and additional compensation shall not be allowed. The lump sum unit price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

82-9 EXISTING ROADSIDE SIGNS AND MARKERS

82-9.04 PAYMENT

[Replace the entire section with the following:].

Measurement and payment for signs and markers shall be per the unit price bid per Lump Sum (LS). The unit price for each shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

84 MARKINGS

84-1 GENERAL

84-1.01 GENERAL

[Add the following:]

Markings must also comply with the Caltrans Standard Plans and Revised Standard Plans, latest edition.

The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the City Representative prior to removal operations.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

The installed material shall be highly visible to the motorists both day and night.

Unless otherwise noted, all traffic stripes shall be 6-inch width minimum and shall comply with the most recent Caltrans Standard Plans.

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 MATERIALS

84-2.02A GENERAL

Paint, thermoplastic and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines, unless otherwise noted in the Plans or these special provisions.

84-2.02C THERMOPLASTIC

[Replace entire section with the following:]

Thermoplastic must comply with State Specification PTH-02ALKYD.

All stop bars, crosswalks, legends, and arrows shall be installed using thermoplastic, and conform exactly to the City of Costa Mesa stencil types except fabricated preformed thermoplastic applications.

Thermoplastic shall be Alkyd Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The thermoplastic shall be mixed with glass beads and shall, upon cooling, be reflectorized with additional glass beads and shall be allowed to completely cool to prevent deformation by traffic.

Preformed Green Colored Thermoplastic

All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or approved equal. Preformed green thermoplastic shall be non-slip, non-skid and retroreflective. Contractor shall turn in submittal sheets to City Representative for approval prior to ordering. Preformed green thermoplastic shall be installed by strictly following manufacturer's specifications. Preformed Green Thermoplastic shall not be installed on concrete unless approved by the City Representative.

Green coloring in thermoplastic used for bicycle lanes, bike boxes, bicycle lane conflict zones, green-back sharrows, bicycle paths, or other bicycle facilities shall conform to the requirements set forth in the April 2011 FHWA Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) as well as the June 2016 FHWA update: Official Interpretation #9(09)-86 (I) on Chromaticity Requirements for Green-Colored Pavement.

84-2.02G PAINT

[Add the following:].

Waterborne traffic paint shall adhere to State Specification PTWB-01R2 (June 2022). Paint shall be Ennis Flint High Build Fast Dry Paint.

84-2.03 CONSTRUCTION

84-2.03A GENERAL

[Add the following:].

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the City Representative. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or “cat track” proposed marking for approval by the City Representative or his designee prior to performing actual marking placement. No work shall commence without said approval.

The Contractor shall request a meeting in the field with the City Representative prior to start of cat-tracking in order to review the proposed striping and discuss the City’s cat-tracking requirements. The Contractor shall “cat track” for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable). Solid and dashed bike lane striping as well as bike lane buffers and crosshatch markings in those buffers, shall be cat-tracked as to be able to see the beginning and ends of the transitions of all detail 39 and Detail 39A striping as well as the locations of all crosshatch markings. The bike lane and bike buffer shall be cat-tracked in such a way as to be able to see the continuous facility. If the bicycle lanes and buffer (including crosshatch markings in the buffer) are not cat-tracked to the satisfaction of the City Representative, the Contractor shall re-do the cat-tracking until the City Representative is satisfied and the City Representative will not review the cat-tracking otherwise.

The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the City Representative prior to striping and no additional cost shall be allowed for striping revisions directed by the City Representative.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint or thermoplastic (hot-applied or preformed) is thoroughly dry.

Green preformed pavement markings adjacent to crosswalks shall be installed as to avoid tire tracking of vehicles crossing the intersection and wearing out the markings.

Thermoplastic and paint shall be placed as close as possible to utility structures without covering them.

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

Thermoplastic, preformed or hot applied, shall not be installed on concrete unless approved by the City Representative.

Unless otherwise specified on the plans, all traffic stripes (single, double, or pairs) shall be 6” minimum width and comply with latest edition of Caltrans Standard Plans.

Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be

guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion, and loss of reflectivity resulting from defective materials or methods of application for a period of one year.

84-2.03C APPLICATION OF TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.03C (1) GENERAL

[Add the following:].

The Contractor shall apply the first application of paint for traffic striping and shall install thermoplastic (hot-applied or preformed) markings no sooner than seven (7) calendar days following the application of new slurry/ACSC or fourteen days (14) if installed during Summer (if applicable). Green preformed thermoplastic markings shall be installed no sooner than twenty-one (21) days following application of new slurry/ACSC (if applicable).

Any painted curb removed or damaged during construction shall be repainted in kind (i.e. red, yellow, green, etc.).

The completed pavement markings shall have clean and well-defined edges. The maximum deviation from the designated position of the stripe marking shall not exceed ½” in any 100-foot length of stripe, including gaps. Pavement markings shall conform to the shapes and dimensions of the markings as designated on the State Standard plans.

Advance spotting of angle points, end points and other control points shall be performed by the Contractor and be approved by the City Representative.

Any damage to the newly placed marking due to the failure of the Contractor to protect the work shall be repaired by the Contractor at no additional cost.

The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings.

Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor’s expense.

84-2.03B (2) THERMOPLASTIC

84-2.03B(2)(A) GENERAL

[Remove the following:]

Apply thermoplastic in a single uniform layer by spray or extrusion methods.

[Add the following:]

Apply thermoplastic by extrusion methods or using preformed markings according to the plans, these special provisions, and per direction of City Representative. Thermoplastic shall not be installed when the temperature of the pavement is less than 55 degrees Fahrenheit to prevent weak bonding. The contractor may preheat the surface of the asphalt to above 55 degrees Fahrenheit if approved by City Representative.

Prior to installing the thermoplastic on concrete, the Contractor shall use concrete binder and prepare concrete surface for binder to facilitate proper adhesion of thermoplastic onto concrete.

All pavement marking arrows and words shall be thermoplastic unless otherwise noted on the plans or directed and approved by the City Representative.

All white lines that are adjacent to green preformed thermoplastic such as detail 39A (conflict zones) or detail 38/38A (for bike boxes), etc. shall be thermoplastic.

Preformed thermoplastic including green non-slip and non-skid preformed thermoplastic for bicycle facilities on asphalt or on concrete shall be installed per manufacturer's specifications. If using a radiant heater and if the corundum sinks below manufacturer's specifications, additional hand casted corundum shall be added to the surface before the preform thermoplastic cools. If installed on concrete, contractor shall perform a porosity test to determine if the concrete has proper porosity. If the concrete fails the porosity test, the portion of the concrete where the green preformed markings will be installed shall be water blasted, allowed to thoroughly dry and then the contractor shall install concrete binder per manufacturer's specifications to facilitate proper adhesion to concrete.

Newly placed thermoplastic pavement markings shall be protected from damage by public traffic or other causes until the thermoplastic (hot-applied or preformed) is thoroughly cool and dry. Thermoplastic that is deformed, marked, or damaged by traffic due to improper installation or because the thermoplastic was not allowed to cool will be removed and reinstalled at the expense of the contractor and to no additional cost for the City.

84-2.03B(2)(C) SPRAYABLE THERMOPLASTIC

[Remove section 84-2.03B(2)(C) in its entirety].

84-2.03B (6) PAINT

[Remove the following:].

Apply painted traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply painted traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be completely dry before applying the 2nd coat.

[Add the following:].

Apply painted traffic stripes in two coats. The first coat shall be 7-10 mils wet and the second coat shall be 24-25 mils wet. The contractor shall apply the 1st coat 14 days after new asphalt has been installed to allow for proper cure and at least 3 days before the first and second coats.

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

All white lines that are adjacent to green preformed thermoplastic such as detail 39A (conflict zones) or detail 38/38A (for bike boxes), etc. shall not be paint and shall be thermoplastic.

84-2.04 PAYMENT

[Remove the following:].

A double traffic stripe consisting of two-6-inch-wide yellow stripes are measured as 2 traffic stripes except for painted traffic stripes and sprayable thermoplastic traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes are measured as single traffic stripe.

[Add the following:].

Measurement and payment for thermoplastic paint stripe shall be per the unit price bid per Lump Sum (LS) and additional compensation shall not be allowed. Payment for thermoplastic striping and pavement markings, and symbols shall include full compensation for traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed, therefore.

84-9 EXISTING MARKINGS

84-9.03B REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS

[Replace in its entirety with the following:].

All striping and pavement markings must be removed to the fullest extent possible from the pavement by wet sandblasting with immediate cleanup of residue. No “blacking out” or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations without damaging the pavement and subgrade.

All pavement markers to be removed shall be removed without damaging the pavement and without removing pavement to a depth of more than 1/8 inch. Remove pavement markings such that the old message cannot be identified. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement when striping and markings are removed on new pavement per discretion of City Representative.

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

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

After removal of existing markers and striping, temporary markers and striping must immediately be in place until such time where the final markers and striping can be placed.

84-9.04 PAYMENT

[Replace in its entirety with the following:].

Measurement and payment for existing markings shall be per the unit price bid per Lump Sum (LS). The lump sum unit price shall include full compensation for traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed, therefore.

PAYMENT – Measurement and payment for the “Signing and Striping” shall be per the unit price bid per Lump Sum (LS) and “Signing and Striping” shall include full compensation for traffic control, preparation, cat tracking, striping, legends, RPMs, signs, all work required to complete the bid item, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed, therefore.

Measurement and payment for the “Furnish and Install Flexible White K-71 Posts” shall be per the unit price bid per each (EA) and shall include full compensation for all work required to complete the bid item, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed, therefore.

Measurement and payment for the “Furnish and Install Green Preformed Thermoplastic Markings” shall be per the unit price bid per square foot and shall include full compensation for all work required to complete the bid item, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed, therefore.

SPECIAL PROVISIONS

PART 4

EXISTING IMPROVEMENTS

BID ITEM NO. 5: VARIABLE COLD MILL 2”
BID ITEM NO. 14: ADJUST AND RESET EXISTING SURVEY MONUMENTS AND TIES PER CALIFORNIA LICENSED LAND SURVEYOR
BID ITEM NO. 29A ORANGE COUNTY SANITATION DISTRICT (OCSD) PVC-LINED MANHOLE COVERS TO GRADE
BID ITEM NO. 29B ORANGE COUNTY SANITATION DISTRICT (OCSD) UNLINED MANHOLE COVERS TO GRADE
BID ITEM NO. 30: ADJUST COSTA MESA SANITAION DISTRICT (CMSD) MANHOLES TO GRADE
BID ITEM NO. 32: ADJUST UTILITIES AND WATER VALVES TO GRADE
BID ITEM NO. 31 ADJUST STORM DRAIN MANHOLES TO GRADE

400-1 GENERAL

400-1.1 REMOVAL AND RESTORATION OF EXISTING IMPROVEMENTS

Contractor shall remove and restore all existing improvements including but not limited to, removing and installing mailboxes, fences, walls, driveways, bricks, pavers, relocation of existing drain pipe, removing tree roots and restoring planters, sprinklers, and landscaping and irrigation system.

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

400-2 PERMANENT SURVEY MARKERS *Replace with the following:*

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks 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 licensed to practice surveying, inventory all existing survey monuments and ties and establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction by the Contractor’s Surveyor or Civil Engineer licensed to practice surveying. A copy of this inventory shall be submitted to the Engineer.

Submitted documents shall include field notes and sketches which must contain existing information of centerline control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map No. ___, or Tract Map No. ____, and other related information; they must be sealed and signed by the civil engineer or land surveyor registered by the State of California. The monument resetting work shall comply with the Subdivision Map Act, Orange County, California State requirements, and applicable CITY Codes.

[Add the following Subsection:]

400-2.1 CITY STANDARD DRAWINGS

- Standard Drawing No. 613 or 615.

Any ties, monuments and benchmarks 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 its sureties shall be liable, at Contractor's expense, for any resurvey required due to its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

400-2.2 Survey Monuments

Reset tie monument shall have at least four (4) control points.

The Contractor shall obtain prior approval from the ENGINEER before setting new survey monuments and ties.

New survey monuments shall be set on new pavement surface with a 2.5” (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument. If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to reset ties and monuments and fails to set new centerline ties, the CITY will hire private professional engineers or land surveyors to perform the work and will deduct such cost from the contract. The deduction shall include the cost of the CITY personnel time involved.

The Contractor must submit a corner record for each monument to the County of Orange for approval. The Contractor shall submit all approved monument corner records to the CITY before final payment.

The Contractor shall also submit to the CITY field notes and sketches for all existing control ties and monuments to be protected in place. These documents must be signed and sealed by either the Professional Licensed Land Surveyor or Civil Engineer registered in California.

400-3 PAYMENT *Replace the last sentence with the following:*

Full compensation for the requirements of Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor shall be paid for at the contract unit price bid **per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 402 – UTILITIES

402-1 LOCATION

402-1.1 GENERAL *Add the following:*

Locations of utilities shown on plans are approximate only and are based on a search of available records.

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 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 402-1.1 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 plans pursuant to its location operations as required under this subsection of the Standard Specifications.

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.

The CONTRACTOR shall notify and coordinate with the owners of the utility companies at least two (2) working days in advance of any work to be done by said utility companies' forces (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 PAYMENT - *Replace with the following:*

Full compensation for the requirements of utility location, notifications, coordination and scheduling of utility work (including utility worto be done by utility forces), performed by the Contractor, shall be included in the contract unit prices bid for the various items of work requiring utility location to be performed by others, and no further compensation will be allowed.

402-2 PROTECTION - *Add the following:*

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 all applicable sections 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.

402-2.1 PAYMENT

Payment for utility protection by the Contractor shall be included in the contract unit prices bid for the various items of work requiring utility protection and no further compensation will be allowed.

402-4 RELOCATION *Add the following:*

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

AT&T (right-of-way) Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: vk3921@att.com	**Cost Mesa Sanitary District** Javier Ochiqui, Management Analyst 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: jochiqui@cmsdca.gov
AT&T Rhonda Clary-Byers (engineer for Costa Mesa) or Doug DiPaolo 3939 E. Coronado St. Anaheim, CA 92807 (o) 714-618-9116 (o) 714-618-9125 Email: rc1315@att.com Email: dd2634@att.com	**Costa Mesa Sanitation District** Nabila Guzmán, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: nguzman@cmsdca.gov
Mesa Water District Phil Lauri 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: phill@mesawater.org	**Orange County Water District (OCWD)** Chris Olsen P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour) Email: colsen@ocwd.com Email: utilityrequest@ocwd.com

Mpower Communications, Inc. Mark Denning 2698 White Road Irvine, CA 92614 (o) 949-864-0296 (c) 949-547-6455 Email: mdenning@telepacific.com	**CA Regional Water Quality – Santa Ana Region** Mark Smythe 3737 Main St., Suite 500 Riverside, CA 92501 (o) 951-782-4130 (c) 951-543-8523 Email: msmythe@waterboards.ca.gov
Orange County Sanitation District (OCSD) Rudy Davila P.O. Box 8127 Fountain Valley, CA 92728 (o) 714-593-7348 (c) 714-593-3301 (24-hour) Email: RDavila@ocsd.com	**Irvine Regional Water District** Kelly Lew 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5586 (p) 949-729-7300 (24-hour) Email: lew@irwd.com
Irvine Regional Water District Brad Jackson (Area Construction Inspector) 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-632-0627 (p) 949-729-7300 (24-hour) Email: jackson@irwd.com	**SCE (Senior Compliance)** Susan Morgan (o) 909-835-7527 (c) 909-835-7527 Email: susan.morgan@sce.com **No pre-construction meeting notices BUT Susan Morgan and Mónica Balderas would like to attend all UTILITY MEETINGS and be made aware of any fee schedule changes.*
Irvine Ranch Water Dist. – Development Services* Christian Kessler, P.E. 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5300 (p) 949-453-5441 Email: kessler@irwd.com **utility requests*	**SCE (Service Planner – Orange Coast S/C)** Damon Humphrey 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0534 Email: damon.humphrey@sce.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Shoreh Zareh P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: szareh@mwdh2o.com	**SCE (Service Planner – Orange Coast S/C)** Mónica Balderas 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-329-2778 Email: monica.balderas@sce.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Kieran Callanan P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: kcallanan@mwdh2o.com	***Reminder*** After facilities are identified on the plans, send the plans to Gail Gardner, and she will forward to SCE's planning department. Send to: gail.gardner@sce.com

SCE (Utility Notice Requests) Kasy Chapman 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0109 (c) 800-611-1911 (24-hour) Email: kasey.chapman@sce.com	**Southern California Gas Co.** Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com
SCE (Base Maps) Kimberly Gurule 1444 E. McFadden Ave., Bldg. "D" Santa Ana, CA 92705 (o) 714-796-9932 Email: maprequests@sce.com* **No pre-construction meeting notices to this address – map requests ONLY.**	**Southern California Gas Co.** Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com
Southern California Gas Co. (Transmission) P.O. Box 2300 Chatsworth, CA 91313-2300 (o) 818-701-4546 Email: SoCalGasTransmissionUtilityRequest@semprautilities.com	**Verizon Business Investigations** 2400 N. Glenville Dr. Richardson, TX 75082 (o) 972-729-6016 (o) 469-886-4238 Email: investigations@verizon.com *2nd Email: chuck.czumak@verizon.com Contact Verizon Business for issues involving: --- Brooks Fiber Properties, Inc. --- MCImetro Access Transmission Srvcs. --- MCI Telecommunications Srvcs --- MFS Telecom, Inc. --- SourtherNet, Inc. / WorldComNetwork Srvc. --- Intermedia Communications, Inc. --- XO Communications
Southern California Gas Co. Richard Clendineng P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-3262 Email: rclendineng@semprautilities.com	**Charter Communications** Don Simons Construction Manager, Zone 8 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-591-4871 Email: don.simons@charter.com
Southern California Gas Co. Peter Serrano P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5067 Email: pserrano@semprautilities.com	**Charter Communications** Utility Research Requests E-mail: DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM
Spectrum Time Warner Cable José Román 12051 Industry St. Garden Grove, CA 92841 (o) 714-591-4846 (c) 657-263-3641 Email: jose.roman@charter.com	**XO Communications** Matt Bergine Engineer IV Specialist-Network Engineering & Operations (o) 949-417-7841 (c) 714-822-6207 Email: matt.bergine@verizon.com

Spectrum Time Warner Cable Main Number 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-709-3390	**XO Communications** Switchboard (o) 703-547-2000
Spectrum Time Warner Cable Jeff Cox Email: jeff.cox@twcable.com **Spectrum Time Warner Cable *utility requests*** Email: west-engineering-relo@twcable.com* **Spectrum Time Warner Cable** Ángel Vega (o) 714-591-4889 Email: angel.vega1@charter.com	**Kinder Morgan** Jordan Neuner (o) 310-628-4350 Email: jordan_neuner@kindermorgan.com Karly Payne, Administrative Assistant (o) 714-560-4604 Email: karly_payne@kindermorgan.com
Spectrum Time Warner Cable Max Sándoval, Construction Coordinator (o) 714-719-9629	**Newport-Mesa Unified School District** Víctor Garza (o) 714-424-5080 Email: vgarza@nmusd.us
OCTA – Stops & Zones Kyle Poff 550 S. Main St. Orange, CA 92863 (o) 714-560-5833 Email: kpoff@octa.net **OCTA (Detour Coordination)** Dispatch: 714-265-4330	**Newport-Mesa Unified School District** Tim Marsh, Administrative Director, Facilities Support Srvcs. (o) 714-4247527 Email: tmarsh@nmusd.us **Newport-Mesa Unified School District** Mary Gray Email: mgray@nmusd.us
OC Fair & Event Center Jerry Eldridge, Director of Facilities (o) 714-474-5983 Email: JEldgridge@ocfair.com	**DIGALERT.ORG** (24-HR) 811 2 days before digging.

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

SECTION 403 – MANHOLE AND VALVE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL *Replace with the following:*

Contractor shall adjust existing manholes and water valves to grade conforming to all applicable sections of the latest edition of the Standard Specifications, Mesa Water District (MWD) Standards & Specifications, Costa Mesa Sanitary District Standards & Specifications, and City of Costa Mesa Standard Plans.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the ENGINEER, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the CITY for utility cuts in pavement.

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

Unless otherwise specified in the Plans, Special Provisions, or Technical Provisions, existing surface and subsurface utility structures owned by telephone, TV cable, gas, and electric agencies shall be raised to grade at the expense of the respective utility owner.

The Contractor shall be solely responsible for coordinating utility work with any utility companies not listed in the bid schedule. This includes initiating contact, facilitating agency involvement, ensuring compliance with all applicable regulations and project requirements, and performing any necessary coordination to ensure the work is completed.

403-3 MANHOLES AND VALVES IN ASPHALT CONCRETE PAVEMENT

403-3.1 STORM DRAIN AND SANITARY SEWER MANHOLES

All Storm Drain (SD) and Sanitary Sewer (SS) Manholes are to be protected from debris prior to construction and shall be thoroughly cleaned of any construction debris, which may have entered the manhole due to the Contractor's operations.

Work shall include the removal or furnishing of grade rings as necessary to adjust the manhole to grade.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be ¼ inches below the finish grade of the asphalt pavement. The asphalt pavement material shall conform to the surrounding pavement and AC pavement requirements of these Special Provisions.

Existing SD and SS manholes shall be adjusted to new pavement grade **48 hours** after paving operation.

The Concrete for the SD and SS manholes shall be **560-C-3250.**

Contractor shall notify the Costa Mesa Public Works Department for coordination of SD manhole adjustments and Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSD) for coordination of SS manhole adjustments and Mesa Water District (MWD) for water manhole adjustments, at least two working days prior to beginning work.

403-3.2 WATER VALVES

Water valves shall be protected in place and shall be accessible at all times during construction.

Valve covers shall be marked as to their location by the contractor prior to the placement of the pavement. The contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be adjusted to new pavement grade **48 hours** after paving operation.

Contractor shall notify the respective water district at least 2 working days prior to beginning work. All work adjusting water valve cans and covers to grade shall be inspected and approved by Mesa Water District (MWD).

Valve boxes shall be checked with a valve key for proper operation.

The Concrete for the valve covers and collars shall be **560-C-3250.**

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations. The Contractor may salvage and utilize all existing caps or sleeves, but shall be required to furnish all sleeve extensions. Any lost caps or sleeves shall be replaced by the Contractor at his cost.

All existing broken water sleeves shall be removed and replaced by the Contractor who shall contact the respective utility to pick up new sleeves for replacement.

403-4 MEASUREMENT AND PAYMENT

Full compensation for the requirements of Adjust Manhole Frame & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Adjust Storm Drain Manhole Frame & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Adjust Water Valve Can & Cover to Grade

will be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Adjust and Reset Existing Survey Monuments and Ties, Well Monument Can & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 404 – COLD MILLING

404-1 GENERAL *Add the following:*

Cold milling of existing asphalt is required to remove damaged pavement and to permit new asphalt pavements to adhere to the existing surface and shall be performed per Plans and in accordance with Section 404, “Cold Milling” of the Standard Specifications, and as modified herein.

The existing asphalt concrete pavement shall be cold milled from the finished surface to depths per Typical Sections and Details as shown on the plans. The final cold milling depth shall result in a uniform surface conforming to the Typical Section(s) and Details shown on the plans, except as otherwise directed by the ENGINEER.

Except as otherwise called for on the Plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the ENGINEER.

Burning or heat planing will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

The cold milled material shall be the responsibility of the Contractor to remove and dispose of from the Project limits in accordance with all laws and regulations.

404-1.1 CRACK SEALING

If the respective bid item is included in the bid schedule, upon completing the required cold mill depth, the Contractor shall inspect, sweep, and seal all cracks that are equal to or greater than ¼” wide and 1” deep as follows:

Clean entire crack to a depth of up to 1” using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafco as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the manufacturer’s specifications. The crack sealant placed shall be slightly below the cold milled pavement surface to avoid over-application and wicking through the new AC surface during compaction of the AC Base and Surface Course lifts. Deep cracks greater than 1” should be filled with sand and covered with a thin layer of sealant.

The sealant product shall conform to the following specifications:

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes greater than 4” in diameter that exceed the cold mill depth specified shall be cleaned of loose materials, filled with Dense Graded Asphalt Concrete (DGAC) Type B PG-70-10-RAP (Max. 10% RAP), and compacted (95% Relative Compaction) to a smooth even surface with the adjacent existing milled pavement prior to placement of the AC Base or Leveling Course.

404-1.2 EXISTING FACILITIES

Survey Monuments

Surveyor's street and property line monuments, not scheduled for removal shall be protected in accordance with the Standard Specifications and these Special Provisions.

Utilities

The CITY has made every reasonable effort to locate and mark on the Plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so, therefore, Contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Curb and Gutter

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense.

404-8 DISPOSAL OF MILLINGS *Add the following:*

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

404-10 PAVEMENT TRANSITIONS *Add the following:*

Where required, temporary asphalt concrete ramps shall be installed to meet all current ADA accessibility requirements. Additionally, temporary asphalt concrete shall be placed at all cross-street transition sections, and driveways, as required for grade change conformance tapers.

PART 6
TEMPORARY TRAFFIC CONTROL
SECTION 600 – ACCESS

Bid Item No. 17: Temporary Traffic Control - Pedestrian Control, Construction Phasing and Staging & Public Convenience & Safety

SECTION 600 – ACCESS

600-1 GENERAL *Add the following:*

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

600-2 VEHICULAR ACCESS *Add the following:*

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

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

The Contractor shall use temporary asphalt surfacing at his own expense as required to maintain traffic in a safe and nondisruptive manner. The Contractor shall construct temporary AC ramps to provide safe and drive-able access to residents and businesses. Transitional and temporary asphalt concrete shall be removed prior to placement of new AC pavement.

600-3 PEDESTRIAN AND EMERGENCY ACCESS *Add the following:*

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.

Contractor shall provide emergency access for the fire trucks and other emergency vehicles at all times.

Two (2) working days prior to the start of construction operations, the Contractor shall notify the Police and Fire Departments of the AGENCY, giving the approximate starting date, completion date, and the name and telephone number of responsible persons who may be contacted at any hour in the event of a critical condition requiring immediate correction.

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL *Add the following:*

Traffic control shall conform with the provisions set forth in the California Manual on Uniform Traffic Control Devices (CA MUTCD), and the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc, within the City Right-of-Way and pursuant to the Caltrans Standard Plans and Specifications within the Caltrans Right-of Way, and the Plans and Specifications.

The Contractor shall perform all work for this Project Monday through Friday, and including Saturday and Sunday if directed by the Engineer, and shall be allowed to work from 8:30 a.m. to 3:30 p.m. on residential streets, and from 8:30 a.m. to 3:30 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference), or unless directed otherwise by the ENGINEER. The Contractor may be allowed to work additional hours on Saturdays and Sundays pursuant to and at the discretion of the ENGINEER.

Special Conditions to Traffic Control and Limitations to Working Hours

Lane closures shall be allowed per the traffic control and working hours shown in the City approved Temporary Traffic Control Plan (TTCP). Minor deviations from the requirements concerning hours of work, which do not change the cost of the work, may be permitted by the ENGINEER upon the written request of the Contractor, provided that traffic will be better served and the work expedited. The Contractor shall obtain prior written approvals from the Engineer before adopting such deviations.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) *Add the following:*

The Contractor shall submit to the City a complete Temporary Traffic Control Plan (TTCP) for approval on all construction phases and stages in accordance with the Plans, the Standard Specifications, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones (latest edition) within Caltrans Right-of-Way, these Special Provisions and the standards contained in the California Manual on Uniform Traffic Control Devices (CA MUTCD) in the Work Area Traffic Control Handbook (WATCH) published by Building News, Inc. (latest edition) within City Right-of-Way.

The Contractor shall submit a legible, detailed Traffic Control Plan (TCP) on one or more 24" x 36" reproducible plan sheets which shall clearly show and/or describe all proposed lights, warning signs, barricades, delineators, temporary lane markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. Said TCP shall be prepared and stamped/sealed, signed, and dated by a State of California Registered Traffic Engineer and shall show all lane closures, restrictions, tapers, and other disruptions of normal traffic flow, 111 including pedestrian and vehicular detours. A schedule and/or sequencing diagram shall be included. Said TCP may be drawn on a sepia or other transparent copy of the project's Plans.

Within one (1) week of receiving Award of Contract, contractor shall meet with the City to discuss the proposed traffic control plan and construction staging and phasing.

TCP shall be submitted to the Engineer for approval within fifteen (15) calendar days after Award of the Contract. Contractor may submit traffic control plan for each Phase separately. Incomplete traffic control plan will be rejected without reviewing. The City will not be responsible for any delay of the project due the incomplete submittal of the traffic control plan. The contractor shall ensure that any cold-milled street is paved within 48 hours of milling.

NOTE: Contractor to be aware of the following restrictions to any and all work being performed within the City of Costa Mesa when developing the TTCP, unless otherwise directed by the ENGINEER:

a. Any work within a two (2) block radius of any school will be performed during a school break or on weekends. Contractor shall coordinate work schedule with ENGINEER, prior to commencing of proposed improvements.

b. Contractor is not allowed to perform any work adjacent to the Orange County Fair Grounds from Friday prior to the start of the Orange County Fair to the Monday after the Fair ends. During this time, Contractor shall coordinate with the Engineer locations of the streets, as specified in the City's Orange County Fair Moratorium Map, prior to commencing of proposed improvements.

c. The Contractor shall not be allowed to perform any work from the Monday before Thanksgiving to the Monday after New Year's Day on Arterial streets, and during the week of any Holiday (Sunday through Saturday) on Residential streets. During this period, all work shall be completed, all travel and/or traffic lanes shall be restored to a safe condition, be fully operational, and shall be opened to vehicular traffic.

d. During elections, no work will be allowed within six hundred feet (600') from polling place including no parking of construction equipment or employee vehicles within said distance of 600 feet.

e. Prior to commencement of any work within City limits, the contractor shall coordinate with the ENGINEER so that the work performed will not interfere with any special events occurring in the City throughout the year.

f. Any night or weekend work shall be approved by the City a minimum of five (5) working days prior to the scheduled construction of the streets affected.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES

601-3.4 OPERATIONS AND MAINTENANCE *Add the following:*

The Contractor shall keep the areas adjacent to the Project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated. The Contractor shall be responsible for the project safety on a 24-hour basis each calendar day for the entire duration of the project.

The City will only provide inspection during the designated construction hours Monday through Friday and as approved by the ENGINEER for Saturday and Sunday work in accordance with the work hours defined herein. Any work done without inspection is at the Contractor's risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor.

The Contractor shall protect and preserve all the existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the CITY if damaged by the Contractor.

Prior to the start of each workday, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

601-3.5 SIGNS AND SIGNAGE

601-3.5.1 GENERAL *Add the following:*

The Contractor shall use illuminated or reflective warning/construction signs at both ends of construction area, and at appropriate locations or as directed by the ENGINEER for the entire duration of the project. Solar powered flashing arrow boards will be required for all lane closures and may be required for other traffic control. In addition to other delineation, the Contractor shall be responsible for the project safety on a 24-hour basis. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the ENGINEER.

In order to minimize interruption to the construction and the inconvenience to the motorists, the Contractor must post traffic control signs at all applicable approaches to forewarn traffic. All signs must be visible and readable to the traffic from a minimum distance of 75 feet.

The Contractor shall install C-18 ROAD CONSTRUCTION AHEAD, C-17 with APPROPRIATE SPEED LIMIT, and C-13 END CONSTRUCTION signage and as required pursuant to the Plans and Specifications.

The Contractor shall furnish, install, post and maintain in place "No Parking - Tow Away" signs of a minimum height of forty-two (42) inches (from ground finish surface to top of sign) on temporary traffic control devices (even if streets have posted "No Parking" signs), which shall be posted at least **72 hours** prior to commencement of roadwork, unless otherwise directed by the ENGINEER. On the sign, Contractor shall print the hours, day(s) and date of closure in two-inch-high letters and numbers. A sample of the completed sign shall be approved by the ENGINEER five (5) working days prior to posting. The signs shall be spaced at a maximum of 50 feet from the street intersection and/or from each adjacent sign and at 200 feet spacing within each alley. For any work

to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs with all requirements as specified at least 48 hours prior to weekend or holiday begins.

When directed by the ENGINEER, the Contractor shall provide flagmen to direct the traffic, at no additional contract cost to the CITY.

Coordination of Traffic Control with Residents, Utilities, and other Agencies

The Contractor shall complete the following coordination efforts with residents, affected utilities, and other agencies as part of the Temporary Traffic Control work:

a. Scheduling

The Contractor shall submit the Construction Work Schedule to the CITY for review and acceptance pursuant to Section 6-1.1 of the General Provisions. This schedule shall provide affected residents and businesses ample “on-street” parking within an 800-foot distance from their residence and/or businesses’. Requests for changes in the schedule shall be submitted by the Contractor to the CITY for approval at least three (3) working days prior to the scheduled construction of the streets affected.

b. Notification

Two (2) weeks prior to construction, the Contractor shall be responsible for all notification to the residents and the businesses, and provide project status updates to affected residences and businesses informing them of the pending Project and Scope of Work, unless otherwise directed by the ENGINEER. The Contractor shall submit a resident notification letter to the CITY for approval at least five (5) working days prior to delivery. The Contractor shall hand deliver copies of the approved notification letter and a newsletter (copies provided by the CITY) to the affected residences and businesses prior to the scheduled construction of the streets. This notification letter shall state the date and time of restricted travel on the affected streets. Failure to meet the approved schedule requires that the Contractor immediately notify residents of the cancellation for that day's work and reschedule construction of the affected area at a later date, at no cost to the CITY. Notification of rescheduled work shall follow this same procedure.

Notify the ENGINEER five (5) working days before commencing any work as stated in “a” above.

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

Coordinate with Orange County Transportation Authority to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work, which will affect any of their facilities.

601-3.6.4 BARRICADES *Add the following:*

Type I, II, and III barricades shall be used at all approaches, per standards and as directed by the Engineer. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.

601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS

The Contractor shall provide temporary delineation as depicted in the TTCP and as directed and approved by the ENGINEER. Temporary delineation shall include wet nozzle sandblasting of conflicting markings, installation and removal of temporary centerlines or lane lines, detour signing, barricading, replacement of traffic lines, and markings in their proper locations upon termination of the detour phase.

Provide temporary travel lane delineation, as required, at all times. Temporary flexible reflective stick-on markers (slurry markers) may be applied.
Any locations yielding a situation that is not considered drive-able by the ENGINEER shall be resolved by the Contractor at the direction of the ENGINEER. The Contractor shall not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action.

Provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line, which is obliterated by construction for a distance longer than 65 feet.

601-4.3 REMOVAL *Replace with the following:*

Removal shall conform with Section 314-2 of these Special Provisions.

The Contractor shall provide the first coat of permanent traffic restriping in accordance with Section 314 of these Special Provisions.

601-4.4 MEASUREMENT

601-4.5 PAYMENT *Replace both with the following:*

601-4 4 MEASUREMENT AND PAYMENT

Measurement and Payment for Temporary Traffic Striping and Pavement Markers shall be included in the **contract LUMP SUM (LS) price bid** for Signing and Striping bid item as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES

601-5.2 LANES WIDTHS *Add the following:*

The minimum lane width shall be 10 feet. There shall be a minimum of 5-foot clearance from open excavations deeper than 4-inches, and 24-inches clearance from other obstructions and any excavations less than 4-inches unless authorized by the Engineer. The clearance requirements from open excavations may be reduced if K-railing (if the contractor so chooses) with crash cushions are utilized; the specification and layout of the K-rails with crash cushions shall conform to Caltrans' standards and shall be approved by the ENGINEER; all costs for K-rails and crash cushions shall be borne by the Contractor.

[Add the following Subsection:].

602 MEASUREMENT AND PAYMENT

Full compensation for the requirements of Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety will be paid for at the **contract LUMP SUM (LS) price bid** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

PART 7
STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

BID ITEM NO. 24: FURNISH AND INSTALL TRAFFIC LOOPS
BID ITEM NO. 16: FURNISH AND INSTALL PULL BOXES
BID ITEM NO. 25: FURNISH AND INSTALL PEDESTRIAN HYBRID BEACON (HAWK SIGNAL)
BID ITEM NO. 26: TRAFFIC SIGNAL MODIFICATION (FAIRVIEW/WILSON)

[Replace Entire Section with the following.]

General

The work embraced herein shall be done in accordance with the latest Edition of the Standard Specifications and the Standard Plans, of the California Department of Transportation (CALTRANS) insofar as the same may apply and these special 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 precedence. Provisions of Sections 12, 56, 84, 86 and 87 of the Standard Specifications and Standard Plans, and any applicable errata (or Revised Standard Plans) of the State of California, Department of Transportation shall apply to all construction materials, methods, and payment for traffic signal and lighting work, except as stated herein.

Bid Item No. 24: Furnish And Install Traffic Loops

Furnish and Install (Type F) or (Type E Circular) Traffic Signal Loop Detector

86-5 Detectors

In addition to 86-5.01A (5) Installation Details, the following shall be added:

With reference to Curb Termination Detail Type A, ES-5E California Standard Plan, page 255, the excavation in the pavement adjacent to the curb and gutter section shall be backfilled with a combination of four inches (4”) minimum thickness fine hot mix bituminous material with 5.6 percent by dry weight asphalt binder mixed with minimal aggregate over two inches (2”) minimum thickness, 95 percent compacted sand tack coated on all contact surfaces. Entering saw-slot shall be deepened to allow both conduit and slack loop leads to be entire within the compacted sand. Neither asphalt nor epoxy is to be allowed to encase the loop leads. Provide and install new conduit for detector loop lead-ins as required.

If required, the Contractor shall test the detectors with a motor-driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through

their response or detection area of the detector at not less than three (3) miles per hour nor more than seven (7) miles per hour. The detector shall provide an indication in response to this test.

The contractor shall install Type F loops for First Row Presence Detection. The contractor shall install Type D modified loops for all loops in a bicycle lane. All other loops including advance loops shall be Type E. For presence detection contractor shall install following number of Type E or F loops per lane:

- Left-turn lane – 4 loops at 10 O.C. (1 Type F, 3 Type E)
- Thru lane – 2 Loops at 10 O.C. (1 Type F, 1 Type E)
- Right turn lane (if applicable) – Total number of loops shown on plans (1 Type F, all additional loops shall be Type E per lane)

All Front Row Presence loops shall be installed starting at 1 foot behind the limit line.

For Advanced detection, the contractor shall install 1 Type E loop per Thru lane.

The Contractor shall test loops, associated wiring and splicing from the controller cabinet to assure continuity and shall establish that the signal and loops are fully actuated and operating as designed. The Contractor shall completely assess existing conditions and shall immediately notify the Engineer of any existing deviation from normal actuated signal operation in writing prior to start of work.

Loop wire shall be Type 1. Loop detector lead-in cable shall be Type B

All traffic loop detector installations shall have a minimum one (1) inch cover conforming to Caltrans Standard Plan ES-5A and ES-5B.

Loops shall be installed 2 days following final AC work at intersections.

Loop conductors and epoxy shall be installed on the same day the loop slots are cut. The Contractor shall seal all loop slots with asphalt emulsion sealant or approved equal.

Slots in asphalt concrete pavement shall be filled with asphaltic concrete sealant as follows:

Temperature of sealant material during installation shall be above 70º F. Air temperature during installation shall be above 50º F. Sealant placed in the slots shall be compacted by use of an 8-inch diameter by 1/8-inch-thick steel hand roller or other tool approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Minimum conductor coverage shall be one inch. Excess sealant remaining after rolling shall no be reused. On completion of rolling, traffic will be permitted to travel over the sealant.

The Contractor shall determine if the existing loop lead-in conduit is adequate to accommodate the proposed loop wiring. Any increases in conduit size required to complete the work shall be included in the bid, and no additional compensation shall be allowed.

The Contractor shall contact the Engineer two (2) working days in advance for marking the locations of all existing loop detectors and adjusting signal timing prior to damaging or covering existing loops. The Engineer shall approve loop locations prior to installation; loops shall consist of 4 wraps.

Loop detectors shall be disconnected in adjacent pull box prior to pavement removal or pavement milling operations.

Measurement and Payment for **"Bid Item No. 24: Furnish and Install Traffic Loops"** shall be per the unit price bid per **Each (EA)** inductive loop detector installed, and shall be considered full compensation for providing all labor, materials, sawcut, epoxy and AC fill, new 2" stub outs (curb termination conduit) as required, home-run connections, tools, equipment, other work, testing detection connectivity, and incidentals to accomplish the work for full signal loop operation in accordance with the Plans, Specifications, pursuant to Caltrans Standard Plans and Specifications, and no additional compensation shall be allowed.

BID ITEM NO. 16: FURNISH AND INSTALL PULL BOXES
BID ITEM NO. 25: FURNISH AND INSTALL PEDESTRIAN HYBRID BEACON (HAWK SIGNAL)
BID ITEM NO. 26: TRAFFIC SIGNAL MODIFICATION (FAIRVIEW/WILSON)

6 CONTROL OF MATERIALS

6-2 QUALITY ASSURANCE

6-2.03 DEPARTMENT ACCEPTANCE

6-2.03B JOB SITE INSPECTION AND TESTING

[Add the following:].

It shall be the Contractor's responsibility to arrange the furnishing, testing, pick-up, and delivery of all items to the project site. Any costs involved to test, deliver and install equipment shall be borne by the Contractor and be considered as included in the lump sum price and no additional compensation shall be allowed.

Following notification, the Contractor must complete a satisfactory "turn-on" within a reasonable time of the day and hour specified in the notification. When a turn-on is not completed, as specified above, it shall be canceled and rescheduled with the City Representative. The turn-on shall not be made on Friday or the day preceding a legal holiday. The City Representative shall be notified at least 48 hours prior to the intended turn-on and shall authorize the "turn-on" day and hour.

The installation resistance shall not be less than 100 megohms on all circuits when the megger tests are performed. Testing shall not be conducted until all control and/or sensor units and probes have been disconnected from the circuit.

The signal monitoring unit shall be tested in the field before “turn-on”. Five days of continuous satisfactory operation as called for in Section 87-1.01D, “Quality Assurance,” of the Standard Specifications shall be provided.

8 PROSECUTION AND PROGRESS

8-1.02 SCHEDULE

8-1.02A GENERAL

[Add the following:].

The Contractor shall initiate procurement of traffic signal equipment immediately upon contract authorization and begin assessment of utility locations. The City Representative shall approve the scheduling and sequence of all construction work prior to performing the construction activity. The Contract shall contact each utility company to coordinate and schedule work and provide written correspondence to the City Representative.

The Contractor shall verify all existing facilities and notify the Engineer of any conflicts found during pre-construction inspection prior to commencement of any work. During the course of construction, no additional compensation will be provided for the correction of the differences between the plans and in the field.

The Contractor shall attend a pre-construction meeting within one (1) week following contract award. No actual project working days shall be charged for these activities. The Contractor shall notify the City in writing of the start date of actual field construction.

Excavation, conduit installation, pull boxes and foundations should be coordinated in a most expedient manner to minimize the disruption and inconvenience of an extended construction schedule. Construction once started shall be pursued daily through project completion.

The Contractor is responsible for securing an adequate storage site for equipment and materials. The Contractor shall provide supervisory personnel to keep the construction site in a safe, neat and orderly condition at all times. No Materials or equipment shall be stored at the job sites unless approval is issued by the City Representative.

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

56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

56-3 STANDARDS, POLES, PEDESTALS, AND POSTS

56-3.01C (2) FOUNDATIONS

56-3.01C(2)(A) GENERAL

[Add the following:].

Portland Cement Concrete (PCC) shall conform to Section 90-2, “Minor Concrete” of the Standard Specifications and shall contain not less than 564 pounds of cement per cubic yard. Foundation concrete shall be vibrated to eliminate air pockets. Anchor bolts and cages shall be furnished and installed by the Contractor conforming to Caltrans standards. The contractor shall verify the bolt pattern of each pole prior to foundation installation.

After all utility locations are exactly established, the Contractor shall contact City Representative for authorization of specific pole foundation location.

56-3.02 STEEL STANDARDS, POLES, PEDESTALS, AND POSTS

56-3.02A GENERAL

[Add the following:].

Contractor shall furnish and install poles, nuts, bolts, washers, cages, and other hardware as required conforming to Caltrans standards, at no additional contract expense. Poles and hardware shall be tested and certified per Caltrans testing procedures. Copies of the inspection request form and certifications given to the City Representative. Sign mounting hardware shall be Detail “U” of the Standard Plans ES-7N.

The Contractor shall coordinate the delivery and erection of poles to occur on the same day. No materials or equipment shall be stored at the job site unless authorized by the City Representative. The job site shall be maintained in a neat and orderly condition and safe pedestrian pathways provided at all times along all sidewalks, without exception. The installation of signal poles shall meet CAL/OSHA Electrical Safety Order and the Public Utilities Commission General Order No. 95, Rules for Overhead Electric Line Construction.

86 GENERAL (DIVISION X ELECTRICAL WORK)

86-1.02 MATERIALS

86-1.02B CONDUIT AND ACCESSORIES

86-1.02B (1) GENERAL

[Add the following:].

Conduit shall be High Density Polyethylene (HDPE) Type (grey color) – HDPE, IPS SDR911 GPE, or Schedule 80 40 PVC, unless otherwise approved by the City Representative. HDPE shall be used for underground boring of conduit or for underground fiber optic cables and shall comply with ASTM F2160. The contractor shall have the proper HDPE spooling equipment to install conduit without crimping or damage. HDPE conduit shall not be spliced. A bonding wire shall be furnished with all HDPE conduits. All conduit sweeps shall meet Caltrans standards for future fiber optic cable

installations.

Pull tape shall be furnished and installed in each new conduit run. Pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

Tracer wire shall be furnished and installed in each conduit run and shall be a minimum No. 12 solid copper conductor with orange insulation Type TW, THW, RHW, or USE.

86-1.02C PULL BOXES

86-1.02C (1) GENERAL

[Remove section from lines 6 to 23].

[Add the following:].

Pull boxes shall conform to the provisions in the State Standard Specifications and these special provisions and comply with UL and NEMA standards. New pull boxes shall be Christy N-series composite and lids shall be lightweight fiber material, “Fiberlyte”.

All pull boxes shall be factory-made standard size No.6 pull boxes unless otherwise noted on the plans or directed by the City Representative. Home run pull boxes or pull boxes containing fiber splice enclosures shall be size No. 6 with extension (#6E) unless otherwise noted on the plans or directed by the City Representative. The cover marking for each pull box shall read "TRAFFIC SIGNAL" for traffic signal pull boxes, “TRAFFIC FIBER” for traffic signal fiber optic communication pull boxes, and “LIGHTING” for lighting pull boxes., Pull boxes containing fiber optic cables shall be provided with locking mechanisms as specified in the State Standard Plans and shall be gray in color. Contractor shall submit to the City equipment necessary to unlock and access pull boxes.

A pull box cover must have a marking on the top that is:
1. Clearly defined
2. Uniform in depth
3. Parallel to the longer side
4. From 1 to 3 inches in height

Pull boxes adjacent to Traffic Signal poles shall have 10-foot ground rod with ground clamp and shall be fastened to bare grounding conductor from Traffic Signal pole. No new pull box shall be located within five feet of a water meter or fire hydrant. Replace sidewalk in-kind to match existing material, color, and pattern, from score mark to score mark after pull boxes have been installed.

86-1.02F CONDUCTORS AND CABLES

86-1.02F (1) GENERAL

[Add the following:].

Only the splicing of loop detector cable shall be permitted. All other conductors including interconnect cable shall be continuous without splicing between terminal points, without exception. Conductors No. 8 AWG or larger shall be spliced by the use of “C” shaped compression connectors. Splices shall be insulated by “Method B.”.

Individual conductors shall not be used for new traffic signal installations or modifications of existing traffic signals unless specifically directed by the ENGINEER and shown on the plans.
Each traffic signal pole shall be served by a single 12 CSC cable per each two vehicle phases. Each pedestrian push button or bicycle push button assembly shall be served by a single 3 CSC.

Conductors and cables must be clearly and permanently marked the entire length of their outer surface with:

1. Manufacturer's name or trademark
2. Insulation-type letter designation
3. Conductor size
4. Voltage
5. Number of conductors for a cable

The minimum insulation thickness and color code requirements must comply with NEC.

86-1.02F(1)(C)(II) BONDING JUMPERS AND EQUIPMENT GROUNDING CONDUCTORS

[Add the following:].

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal Standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box. The grounding jumper shall be visible after the PCC cap has been poured on foundation.

86-1.02K LUMINAIRES

86-1.02K (1) GENERAL

[Add the following:].

Luminaire heads shall be LED-type. All luminaire heads shall be equipped with utility wattage labels. The luminaire heads shall be 250W HPS equivalent or greater and shall be submitted to the City for approval.

86-1.02M PHOTOELECTRIC CONTROLS

[Add the following:].

Contractor to furnish and install Type V photoelectric control on the side of all new service equipment enclosures.

86-1.02P ENCLOSURES

86-1.02P (2) SERVICE EQUIPMENT ENCLOSURES

[Add the following:].

The contractor shall be responsible for carrying out the work in any Edison prepared design drawings to establish service connection to the intersection.

The contractor shall furnish and install a Type III-B service cabinet with a Type V photoelectric control on the side of the service equipment enclosure. The Contractor shall furnish all work and materials required to provide the intended service and coordinate work with the Edison Company well in advance of this work.

A new 3” schedule 80 PVC conduit shall be furnished and installed from the existing SCE pull box to the base of signal cabinet foundation. At the base of the signal cabinet foundation a 3” to 2.5” schedule 80 reducer fitting shall be installed and 2.5” schedule 80 conduit installed into the service cabinet. The new service cabinet shall provide a 100-amp main breaker, 50-amp signal breaker, 30 amp safety lighting breaker, 15 amp IISNS breaker, and spare 15 amp breaker. It shall be the Contractor’s responsibility to establish all electrical service connections for the traffic signal and lighting system and for any work seen or unforeseen during this process.

Service cabinets shall be aluminum (0.125-inch minimum thickness) with seams continuously welded meeting Caltrans Standards, unpainted aluminum, and anti-graffiti coated per the Engineer’s direction.

All work and materials required to provide the intended service shall be furnished and performed, including coordinating with Edison. The lump sum bid price shall include installation and/or removal of pull boxes/hand holes, service risers, breakers, conduit and conductors, labor, materials, tools and equipment to provide the intended service operation, including all necessary connection fees, and no further compensation shall be allowed.

86-1.02Q CABINETS

86-1.02Q (2) CONTROLLER CABINETS

[Replace the entire section with the following:].

1. Controller/Cabinet Assembly

Contractor shall furnish and install Econolite or Western Systems (or approved equal) NEMA TS2-Type 1 P-44 full Cabinet Assembly on new foundation.

Solid-state traffic actuated controller unit, cabinet and auxiliary equipment shall conform to the provisions in Section 86-1.02Q (3), "Controller Cabinets", these Special Provisions, and NEMA TS-2 standards.

Contractor shall furnish and install Econolite Cobalt ATC Controller unit and appurtenances in new signal cabinet as indicated on the plans.

Contractor shall furnish and install all miscellaneous items as necessary to produce a fully- operational system in accordance with the plans, these technical provisions, Caltrans Standard Plans and Standard Specifications. Power distribution panel, inside auxiliary control panel, and police panel shall be hard wired. Plug-N-Go shall not be used.

For the traffic signal modification at Fairview Road and Wilson Street, the existing cabinet will be removed and a temporary cabinet installed. The existing cabinet will be modified to wire all available load switch bays which are required to accommodate all the necessary phases for the operation of the new bicycle signal and phasing per the signal modification plans.

2. Cabinet Assembly

The Contractor shall furnish and install Type "P-44" aluminum cabinet assembly as indicated that including but not limited to the following items:

a) One (1) - Fully wired eight (8) phase NEMA TS2 Type 1 "P-44" unpainted aluminum cabinet.
b) One (1) - Econolite Cobalt ATC Controller unit with data key, Ethernet port, and FSK Telemetry, with 32 channels of detection. Controller shall be equipped with Econolite EOS software.
c) One (1) 16 Channel Malfunction Management Unit with LCD display (programmed for the intersection).
d) One (8) position TS2 detector rack with (8) two-channel detection as indicated on plan and one (1) Bus Interface Unit, per rack.
e) Sixteen (16) position vertical load bay with associated BIU's installed. The load bay shall accommodate a small equipment shelf left of the vertical load bay. The load bay shall be shifted to the right side of the cabinet to accommodate a mini shelf on the left side.
f) 16 (8 Vehicle, 4 Pedestrian, 4 overlap) load switches.
g) One (1) - Controller cabinet power supply.
h) One (1) – Slide Drawer Shelf (for laptop usage with storage) installed underneath the bottom equipment shelf. The shelf shall be mounted so that controller cables will not interfere with the operation of the shelf when equipment is installed.
i) One (1) SDLC expansion hub with twelve (12) position 15 pin sockets/connections or Two (2) 8-port hubs with jumper for a total of sixteen (16) ports. All SDLC cables shall attach with screw type retainers. This panel shall be mounted on the left wall of the cabinet between the shelves.

Work shall be performed by a qualified traffic signal technician, certified to perform the cabinet hardware installations as required. The contractor shall furnish and install all necessary material, equipment and appurtenances required for intended operation as shown in the plans and as outlined in these specifications.

3. Cabinet Construction

Cabinet shall meet, as a minimum, all applicable sections of the NEMA Standard Publication. Where differences occur, this specification shall govern. The cabinet shall

meet the following criteria:

a) Material shall be aluminum sheet, 5052-H32, with a minimum thickness of 0.125-inch.
b) The cabinet exterior shall be unpainted aluminum finish as indicated and with a white interior.
c) The door hinge shall be of the continuous type with a stainless-steel hinge pin.
d) The door handle shall be cast aluminum.
e) All seams shall be sealed with RTV sealant or equivalent material on the interior of the cabinet.
f) Cabinet lock shall be of the Corbin No. 2 type.
g) The cabinet shall have four (4) sets of cabinet wiring diagrams.
h) The cabinet shall have one (1) set of equipment manuals (Controller, MMU, etc.).
i) Cabinets will be installed to replace existing cabinets. Existing communications, CCTV, and BBS equipment shall be moved to the new cabinet and verified operational on day of “Turn On”.

Shelves

Two (2) aluminum shelves extending completely across the back of the cabinet in the top cabinet area.

1. The first aluminum shelf extending completely across the back of the cabinet shall be provided to support the detector rack(s) and power supply.

2. The second aluminum shelf extending completely across the back of the cabinet shall be provided to support the controller (for future requirement provision) and the MMU.

A mini shelf shall be provided on the left side of the load bay for future equipment.

Equipment Accessibility

All mounted panels and equipment shall have a minimum tool access clearance of 6".
Ventilating Fan SP14: The cabinet shall be provided with two (2) thermostatically controlled ventilation fans, adjustable between 80 degrees to 150 degrees Fahrenheit and shall be installed in the top of the cabinet plenum.

Air Filter Assembly

The cabinet Air Filter shall be a one-piece removable, medium efficiency, synthetic, pleated (Econolite Part No. 57389P11) air filter (or approved equal) and shall be firmly secured to the air entrance of the cabinet.

Cabinet Light Assembly

The cabinet shall be equipped with an LED lighting fixture mounted on the inside of the cabinet near the front edge. The LED light shall be activated by an On/Off switch that is turned on when the cabinet door is opened and turned off when the door is closed.

The cabinet shall have a gooseneck type lighting fixture that shall be mounted on the inside of the door near the hinge. The gooseneck light shall be activated by an On/Off switch that is turned on when the cabinet door is opened and turned off when the door is closed.

Lightning Suppression
The cabinet shall be equipped with an EDCO Model SHP-300-10 surge arrester, or City approved equivalent.

Power Panel
The Power Panel shall house the following equipment:

a. One (1) 40 Amp main breaker to supply power to the main panel, controller, MMU, and cabinet power supply.
b. One (1) 15 Amp auxiliary breaker to supply power to the fan, light, and GFCI outlet.
c. One (1) 50 Amp, 125 VAC radio interference line filter.
d. One (1) normally open, 60 Amp, Crydom Model #HA8475 solid state relay, or City approved equivalent.

Convenience Outlet
Three (3) duplex outlets shall be supplied, as per the following:

1. The first is for short-term equipment use, 120-volt AC, 15 Amp NEMA 5-15 GFCI duplex outlet, and shall be mounted in the lower right corner of the cabinet facing the inside of the cabinet door and within 6" of the front edge of the opening of the door.

2. The second and third are for long-term equipment use, 120-volt AC, 15 Amp NEMA duplex outlet, and shall be mounted in the upper right corner of the cabinet facing the inside of the cabinet. Power shall be supplied from un-switched filtered power.

The cabinet shall be wired with (2) convenience power strip outlets without ground fault interrupters. One power strip per each side wall of the cabinet.

Inside Auxiliary Control Panel Switches
The inside door panel shall contain three (3) switches: Auto/Flash, Auto/Off/On Stop-Time, and Power On/Off. Auxiliary door panel switches shall be hard wired; printed circuit boards shall not be used.

1. Auto/Flash Switch (2-Position): In the Auto position, the intersection shall operate normally. In the Flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. A guard shall be installed to prevent the switch from being shut off accidentally.

2. Auto/Off/On Stop-Time Switch (3-Position): In the Auto position, the controller shall be stop timed when the police door Auto/Flash Switch is in the Flash position or MMU flash. In the Off position, the switch shall release all stop time from controller. In the On position, the switch shall maintain a continuous stop time to the controller.

3. Controller Power On/Off Switch (2-Position): This switch shall control the controllers AC power. A guard shall be installed to prevent the switch from being

shut off accidentally.

Police Panel

The Police Panel shall contain two (2) switches: Signals On/Off and Auto/Flash. All police panel switches shall be hard wired; printed circuit boards shall not be used. The Police Panel shall have 2 conductor plugs for a mono plug (2 contacts, #59098P1 black handle) traffic light control cord “pickle switch”. The Cabinet shall be furnished with all necessary “pickle switch” cabling for intended operation.

1. Signals On/Off Switch (2-Position) In the On position, the field displays shall show either normal operation or flash. In the Off position, power shall be removed from signal heads in the intersection. The controller shall continue to operate. In the Off position, the MMU shall not conflict or require reset.

2. Auto/Flash Switch (2-Position) In the Auto position, the intersection shall operate normally based on all other switches. In the Flash position, power shall not be removed from the controller and stop time shall be applied based on the Stop-Time switch.

Cabinet Wiring

All Controller and MMU cables shall have sufficient length to access any shelf position. All cables shall be encased in a protective sleeve along their entire free length.

All cabinet wiring shall be color coded as follows:

Purple = Flash Color programming
Brown = Green Signal wiring
Yellow = Yellow Signal wiring
Red = Red Signal wiring
Blue = Controller wiring
Gray = DC ground return, logic ground
Black = AC positive
White = AC negative
Green = Chassis
Main-Panel and Wire Terminations

All wires terminated behind the main-panel and other panels shall be soldered. No pressure or solder-less connectors shall be used. Printed circuit boards shall not be used on main panels.

Flashing Operation

Cabinet shall be wired for NEMA flash. All cabinets shall be wired to flash Red for all phases. Flashing display shall alternate between phases 1, 4, 5 and 8, and phases 2, 3, 6 and 7.

Detector Rack and Interface

A minimum of one (1) TS-2 Vehicle Loop detector rack with field termination panel, TS-2 power supply, and SDLC cable shall be provided for each new signal cabinet. Each individual rack shall support up to sixteen (16) channels of loop/video detection and one

(1) BIU.

Main Panel Configuration
The main panel shall be fully wired in the following configuration:

1. Sixteen (16) vertical load sockets with BIUs.
2. Six (6) flash transfer relay sockets.
3. One (1) flasher socket.
4. Wiring for both Type 1 and Type 2 Controllers.
5. Wiring for one Type 16 MMU.

Field Terminal Locations
Field terminals shall be located at the bottom of the main panel and angled forward for easy viewing and wiring. The order shall be from left to right beginning with phase one and following the order of the load switches. Field terminals shall be of the barrier type.

4. Cabinet Equipment

Detectors
New cabinets shall be equipped with the proper number of detector slots and cards, as required for intended operation.

Controller Unit
New cabinets shall be equipped with one (1) Econolite Cobalt ATC controller. Controller shall be system ready for communication on the Centracs Traffic Signal Management/Monitoring software. Controller shall allow logging of Alarm inputs. Controller software shall be the new Econolite EOS software.

Malfunction Management Unit (MMU)
New cabinets shall be equipped with a NEMA TS2 Type 16 MMU with the latest current released software. MMU jumper cards shall be programmed to specific intersection's requirements.

Bus Interface Unit (BIU)
BIU's shall meet all TS2-1992, Section 8 requirements. In addition, all BIU's shall provide three (3) separate front panel indicators: Power, Valid Data, and Transmit.

Cabinet Power Supply
The cabinet power supply shall meet the NEMA TS2 specification. All power supplies shall also provide a separate front panel indicator LED for each of the four (4) power outputs. Front panel banana jack test points for 24 VDC and logic ground shall also be provided.

Flasher Unit
All flasher units shall meet NEMA TS-2, Section 6 requirements and shall be EDI Model 810, or City approved equivalent.

Intersection Diagram
For the new cabinets, an intersection diagram prepared in AutoCAD shall be provided on

an 8.5" x 11" sheet of paper and enclosed in a protective plastic cover. The diagram and protective cover shall be located on the inside of the cabinet door above the Auxiliary Panel. The diagram shall depict the general intersection layout, phases, overlaps, detector assignments, and north arrow. The top of the diagram will be north and the diagram shall be pre-approved by the City Engineer.

Cabinet Wiring Diagram

New cabinet wiring diagrams shall be arranged on three (3) separate sheets in a simplistic way to facilitate the reading of it. The first sheet shall represent everything on the left side of the cabinet, the second sheet everything in the middle of the cabinet including the main panel, and the third sheet everything on the right side of the cabinet. The final cabinet wiring diagram layout shall be approved by the City Engineer.

Turn on Support

Contractor/Installer shall arrange to have a signal technician (IMSA Certified), qualified to work on the controller assembly and employed by the controller manufacturer or his representative, present at the time the equipment is turned on.

Cabinet Testing

The complete cabinet assembly with electronics shall undergo complete input/output function testing by the manufacturer before being released to the City of Costa Mesa.

86-1.02R Signal Heads

[Add the following:]

Vehicle head mountings shall be configured as directed by the City Representative prior to drilling of standards and head installations. Adjustments required to the signal head mounting configuration and placement on standards shall be provided as directed by the Engineer at no additional contract cost. PV heads, if used, shall be programmed at the direction of the Engineer. The color of all signal heads shall be black.

86-1.02R (4) SIGNAL FACES

[Add the following:].

All new circular signal indications shall be 12” GE VLA Model LED Signal Modules with an incandescent look & and arrow indications shall be 12” GE GTX City VLA Model with an incandescent look. All indications shall be clear and not tinted. A five-year warranty shall be provided on all LED lenses furnished by the manufacturer. A Certificate of Compliance from the manufacturer shall be submitted to the City Representative, and a copy of the LED purchase order, product specification, certificate of compliance and warrantee. If programmed visibility (PV) signal heads are used, they shall be LED.

86-1.02T ACCESSIBLE PEDESTRIAN SIGNALS

[Add the following:].

The Contractor shall furnish and install a Polara iNS iNavigator 2-wire push button APS system or approved equal. The APS system shall include Polara Push Button Stations,

Central Control Unit (iCCU-S2) and Interconnect Board (iN2-ICB) and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the plans and these specifications. The APS shall have vibrotactile feedback and arrow style push button per latest requirements outlined in the final rule of the Public Rights of Way Accessibility Guidelines (PROWAG).

All Accessible Pedestrian Signals shall have a 10’ minimum physical separation between them per California MUTCD requirements.

The contractor shall coordinate with the manufacturer and submit to the City specification sheets for the programming of the audible feedback messaging for each pedestrian crossing for City approval.

For APS push buttons, the push button sign shall be an R10-3e (9”x15”) sign with back plate attachment. The push button shall be yellow and installed 42” high from the center of the button to the finished pedestrian landing surface. Face-plate screws shall be stainless steel tamper resistant. The contractor shall submit the PPB manufacture’s specifications and warranty to the City Representative.

86-1.02U PUSH BUTTON ASSEMBLIES

[Add the following:].

[Add Replace entire section with the following:].
Per the Public Rights of Way Accessibility Guidelines (PROWAG), all push button assemblies for traffic signals and HAWK signals shall be APS systems. Please refer to Section 86-1.02T.

87 ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 CONSTRUCTION

87-1.03B CONDUIT INSTALLATION

87-1.03B (1) GENERAL

[Add the following:].

Existing reused conduit shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air. All existing rigid metal conduit to be reused shall be equipped with new elbows and rigid metal fittings manufactured of mild steel. Rigid galvanized steel conduit couplings shall be threaded or compression type. Threadless connections or threaded coupler with two bolts as a clamp shall not be allowed. Rigid metal type shall be manufactured of mild steel and conform to UL Publication UL 6 for Rigid Metallic Conduit. Conduit threads shall be brush painted with either zinc-rich paint or zinc-rich primer, spray-on applications shall not be permitted.

Rock wheeling shall be allowed only if authorized in writing by the City Representative.

The City Representative prior to work shall approve the method of rock wheeling. Conduit installation under pavement, curb/gutter areas shall be by boring method approved by the City Representative.

No open cutting shall be permitted for streets in City moratorium areas, unless City Standard roadway repair moratorium compliance measures are implemented. Any work in designated moratorium areas will include AC pavement mill and overlay work extending 50’ beyond the damaged area, within each affected travel lane.

Excessive use of water, such that pavement might be undermined, or subgrade softened shall not be permitted. Conduits to be drilled or jacking rod shall be fitted with suitable drill bits for the required hole size. Jacking or boring method must not weaken or damage any embankment, structure or pavement. Any mud from jacking or boring shall be flushed from the conduit and removed from the jacking pit to eliminate inadequate backfilling.

Parkway trenching shall conform to City of Costa Mesa Standard Drawing No. 813, 411, 413 and 414 for sidewalk replacement. All existing plant and irrigation materials including but not limited to sod, trees and bushes damaged by trenching or boring work shall be replaced in kind, at no additional compensation.

Within pull boxes, conduit shall be placed to meet minimum clearances between the pull box base, the conduit end and lid of pull box, conforming to Caltrans Standard Plans and Specifications. The contractor shall adjust existing pull boxes where clearance is inadequate to accommodate existing and proposed cable and/or conductors. Work shall conform to Caltrans Standard Specifications 86-1.02B and 87-1.03B. The ends of conduit termination in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches. Use minimum bending radius as permitted by Appendix H of ICEA S-19/NEMA WC 3 and SMFO cable manufacturer's recommendations.

After conductors/cables have been installed, the exposed end of conduits terminating in pull boxes, service equipment enclosure and controller cabinets shall be sealed with an approved type of sealing compound immediately after installation of conductors. Conduit for future use in pull boxes shall be threaded and capped, with a pull rope intact between successive pull boxes.

All excavations for the installation of conduits and pull boxes, and removal of old systems, shall be backfilled, compacted and restored to match adjacent areas and excess material shall be immediately removed from the job site. All trenching activity, commenced each day, shall be fully backfilled to the finished surface grade at the end of each day; final resurfacing shall be completed within five (5) working days on all streets and all trenches maintained in a safe condition.

Work shall include furnishing and installing trenching, jacking and boring, and all associated labor, materials, tools, equipment and incidentals involved in furnishing and installing conduit, complete in place. This shall include installation of conduit under

sidewalk, soil and roadway pavement areas, removing surface materials, furnishing fittings, bends, bushings, pull wires, modification of conduit entrances, replacement and repair in kind of AC, PCC, sod, irrigation within all areas affected by conduit installation, and all associated work, materials and equipment required to provide the intended operation. All jacking pits shall be adequately compacted immediately upon installing fill material and made safe for pedestrian access and inspected by the City Representative prior to concrete or asphalt placement.

All conduit existing within excavation areas shall be lowered, modified and/or adjusted as required to accommodate the intended improvements at no additional compensation. The Contractor shall determine the exact location of all underground facilities within improvement area, by hand digging, if necessary, prior to commencing excavation work to assure avoidance of conflicts. All costs for preliminary exploratory work of existing conditions and subsequent utility modification shall be included in the lump sum bid item and no additional compensation shall be allowed.

The Contractor shall be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa.

87-1.03B (3) CONDUIT INSTALLATION UNDERGROUND

87-1.03B(3)(A) GENERAL

[Remove the section from lines 1 to 5].

[Add the following:].

Conduit depth shall be per the latest approved City of Costa Mesa standard plans and drawings.

87-1.03C INSTALLATION OF PULL BOXES

87-1.03C (1) GENERAL

[Add the following:].

All pull boxes shall be located as shown on the plans and as directed by the Engineer. No pull box shall be located within the driveway apron, or within any wheelchair ramp landing. Pull boxes within unimproved areas shall have a Class 1 flexible Post Delineator, per Caltrans Standard Plan A73-C installed adjacent to the pull box.
Within the pull box, the conduit shall be placed in a manner that the lowest portion of the opening shall be a minimum of 2 inches above the bottom of the pull box, the top portion of the opening shall be not less than 8 inches from the top of the pull box. The conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches.

Pull box Installation Details - The bottom of pull boxes installed in the ground or in

sidewalk areas shall be bedded in at least 6 inches of crushed rock and shall be grouted prior to the installation of conductors. The grout shall be between 1and 2 inches in depth and shall be sloped towards the drain hole. A layer of roofing paper shall be placed between the grout and the crushed rock sump. A 1-inch drain hole shall be provided in the center of the pull boxes or splice vault through the grout and the roofing paper.

Excavating and backfilling shall be as per section 87-1.03E, “Excavating and Backfilling for Electrical Systems” of the State Standard Specifications except that the backfill material shall not contain rocks graded larger than 1 inch.

Where the sump of an existing pull box is damaged by the Contractor’s operations, the sump shall be reconstructed and if the sump was grouted, the old grout shall be removed, and new grout placed at the cost of the Contractor and not the City. Any existing improvements damaged by the Contractor shall be in accordance with the State Standard Specifications at the cost of the Contractor and not the City.

Pull box Adjustments - The contractor shall adjust existing pull boxes where inadequate clearance is provided to accommodate the proposed cable and conductors, or where settling has occurred whereby the pull box grade is lower than that of the adjacent surface area grade at no additional cost to the City. Work shall conform to Caltrans Standard Specifications 87-1.03C. Pull box adjustment shall include the installation of new bushings, conduit end sealant, crushed rock and grout prior to the installation of conductors, and necessary concrete repair work. Old grout shall be removed, and new grout installed as required. Repair of adjacent PCC sidewalk shall be included, conforming with these specifications.

87-1.03F CONDUCTORS AND CABLES INSTALLATIONS

87-1.03F (2) CABLES

87-1.03F(2)(A) GENERAL

[Add the following:]

The 12 CSC and 3 CSC cables shall be run continuous between terminal block terminals and traffic signal controller cabinet load switch bay terminals. Splices will not be allowed, and no daisy-chaining of traffic signal cables shall be permitted.

Mast-arm mounted traffic signal indications shall be connected to the side mount vehicle indication terminal box using a 5 CSC. Three section and four section vehicle indications shall use a single 5 CSC. Five section vehicle indications shall use 2-5 CSC. 5 CSC shall be run continuous between the signal indication and the side mount vehicle indication terminal box, and no splicing will be allowed. Multiple indications for the same vehicle phase shall not use the same 5 CSC. Each CSC shall be labeled in a permanent, color-coded manner at the side mount vehicle indication terminal box, such that the vehicle phase and placement are noted on the cable. For example, Ø2 Inboard would indicate the cable serving the indication closest to the traffic signal mast arm pole.

The contractor shall provide cable slack to comply with the requirements shown in

Caltrans RSP Section 87-1.03F (1). Contractor shall install a tracer wire in all electrical conduits.

87-1.03R SIGNAL HEADS

87-1.03R (1) GENERAL

[Add the following:].

Vehicle head mountings shall be configured as directed by the Engineer prior to drilling of standards and head installations. Adjustments required to the signal head mounting configuration and placement on standards shall be provided as directed by the Engineer at no additional contract cost. PV heads, if used, shall be programmed at the direction of the Engineer. The color of all signal heads, backplates, and mountings shall be black.

Signal backplates are required for all new signal heads and shall be Swarco McCain or approved equal with retroreflective borders manufactured and pre-equipped around the entire 2” outer border of the backplates. The Contractor shall not perform a retrofit of standard backplates using 2” retroreflective tape or sheeting. Retroreflective sheeting shall be 3M 4081 Series (Diamond Grade DG3) and fluorescent yellow. Contractor to turn in submittal sheets to Engineer for various signal configurations for approval prior to ordering.

Payment

Measurement and Payment for “Bid Item No. 16: Furnish and Install Pull Boxes” shall be per the unit price bid per Each (EA), and shall be considered full compensation for providing all labor, materials, tools, equipment, other work and incidentals to accomplish the work in accordance with the Plans, Specifications, pursuant to Caltrans Standard Plans and Specifications, and no additional compensation shall be allowed.

Measurement and Payment to Furnish and Install “Bid Item No. 25: Furnish and Install Pedestrian Hybrid Beacon (HAWK Signal)” and “Bid Item No. 26: Traffic Signal Modification (Fairview/Wilson)” shall be per the Lump Sum (LS) price and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, appurtenances, tools, equipment and incidentals, potholing of all new traffic signal pole foundations, and for doing all work involved as specified on the Plans and these Specifications.

PART 8

LANDSCAPING AND IRRIGATION

SECTION 801 – INSTALLATION

BID ITEM NO. 18: MEDIAN CLEARING AND GRUBBING

BID ITEM NO. 19: MEDIAN LANDSCAPING

BID ITEM NO. 19A: LANDSCAPE MAINTENANCE (90 DAYS)

BID ITEM NO. 20: MEDIAN IRRIGATION

All installations for public works projects must comply with the "Standard Specifications for Public Works Construction" (Green Book).

Additionally, all landscape and irrigation work shall adhere to the City of Costa Mesa Streetscape and Median Development Standards and Irrigation Standards. Irrigation Standards are attached to these specifications.

[Add and/or replace the following:].

801-4 PLANTING

801-4.5.1 ROOT PRUNING AND ROOT BARRIER

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

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

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

Root Pruning

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

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

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

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

The Contractor shall be responsible for contacting Underground Service Alert (USA) or Dig Alert by dialing “811” for locating underground utilities prior to the beginning of the root pruning operation.

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

Root Barriers

The contractor shall furnish and install root control barrier. The root control barrier shall have a minimum depth of eighteen inch (18”) with a minimum thickness of 0.06”. Root control barriers shall be sixteen feet (16’) long in one continuous piece (preferred). Combinations of pieces shall be one eight foot (8’) panel and two – four foot (4’) panels; eight foot (8’) panel shall be on center of each tree and as directed by the Engineer. Root barriers shall be securely fastened with adhesive at joint points. All materials must be maintained in good condition from delivery to completion of installation. If any defects are found, the defected panes must be removed and replaced at no additional cost to the City. All other details for installation are detailed in the Standard Plan No. 523-2 of the current Standard Plans for Public Works Construction. No root control barriers are needed around existing palm trees.

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

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

Bid Item No. 18: Median Clearing and Grubbing

300-1 CLEARING AND GRUBBING
300-1.1. GENERAL

Clearing shall consist of the trimming and removal of trees, and the removal of brush, weeds, stumps, trash, and other debris. Grubbing shall consist of the removal of sod, grass, stumps, roots, and other vegetation on or below the ground surface. Clearing and grubbing shall be performed within the Work area and other such areas as shown on the Plans prior to the start of earthwork operations.

Grubbing shall extend to the outside excavation and fill slope lines, except where slopes are to be rounded, the areas shall extend to the outside limits of slope rounding. Within the limits of clearing, all stumps, roots 1-1/2 inches (37.5 mm) in diameter or larger, buried logs, and all other objectionable material shall be removed 3 feet (1 m) below the existing ground surface or to subgrade, whichever is deeper.

Trees and vegetation not to be removed shall be protected in place.

300-1.2 ROOT PRUNING AND TREE TRIMMING

Tree trimming and root pruning shall be performed as specified in the Special Provisions.

300-1.3 Measurement, 1.4 Payment.
Measurement and payment for the preceding shall be at the lump sum (LS) price for Median Clear & Grub and Unit price shall include labor, equipment, and materials as required to complete the work. No additional compensation will be allowed.

Bid Item No. 19: Median Landscaping

800-1 LANDSCAPING & IRRIGATION

800-2 LANDSCAPE MATERIALS

800-1.01 SUMMARY

A. Section includes landscape planting but not limited to:

1. Fine grading
2. Soil preparation on grade
3. Tree, shrub, and ground cover planting
4. Tree staking and guying
5. Mulching
6. Clean up.

800-1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. All State, and local laws and regulations governing this work are hereby incorporated into and made part of this Section. When this Section calls for certain materials, workmanship or a level of construction that exceeds the level of State, or local requirements, the provisions of this Section shall take precedence.

800-1.03 REFERENCE STANDARDS

A. All plant material shall be true to botanical and common name as indicated

in "An Annotated Checklist of Woody Ornamental Plants of California, Oregon and Washington", (Number 4091)" published by the University of California School of Agriculture - 1979.

B. "American Standard for Nursery Stock" edition 1985 by ANSI for plant materials.

C. "Hortus Third", 1976; Cornell University for plant nomenclature.

D. All plant material shall conform to the California Department of Food and Agriculture's regulation for nursery inspections, rules and ratings.

800-1.04 QUALITY CONTROL

A. Manufacturer's Directions - manufacturer's directions and drawings shall be followed in all cases where the manufacturers of articles used in this Specification furnish directions covering points not shown in the Drawings and Specifications.

B. Permits, Fees, Bonds and Inspections - the Contractor shall pay for any and all permits, fees, bonds and inspections necessary to perform and complete his portion of the Work.

C. Plant Source Quality - submit written documentation to the Resident Engineer within 25 days of Contract award that the plant material listed on the Drawings is available. Any substitutions required due to unavailability must be requested in writing prior to confirmation of ordering.

D. Upon execution of the order, the Owner and or Resident Engineer has the option of either inspecting the plant material at the source of growth, requesting representative color photos, or inspecting the material as it is being delivered to the site for conformity to the Drawings and Specifications. Such approvals shall not impair the right of additional inspections during further progress of the Work.

E. Any tagging of plant material by the Owner and or Resident Engineer does not constitute his approval of the plant materials' health and vigor. The health and vigor of the plant material is the sole responsibility of the Contractor.

F. Plant Inspection Request

1. Submit a written request to the Resident Engineer for inspection of the specified plant material, either at the place of growth or by color photographs. Requests for inspection shall state the place of growth and the quantity and variety of plant material.
2. The Resident Engineer reserves the right to refuse inspection if in his judgment a sufficient quantity of plant material at that time is not available for inspection.

G. Topsoil Inspection

1. Within 25 days of contract award, furnish source of topsoil to Resident Engineer for purpose of soil inspection.

H. Horticultural Soils Report

1. Contractor to take one (1) representative soil sample from the site at the end of rough grading. Submit locations for Resident Engineer for approval prior to obtaining.
2. Soil samples shall be tested for pH, alkalinity, total soluble salts, porosity, sodium content and organic matter. Pre-plant soil preparation amendment recommendations shall be for the plant material specified and shall be provided within the horticultural soils testing laboratory report. Submit final horticultural soils report to Resident Engineer for approval.

800-1.05 QUALIFICATIONS

A. Landscape Contractor shall be licensed by the State of California and have no less than 5 years of experience and shall submit letters of recommendation related to five (5) projects of similar size completed for a public agency within the last five (5) years.

B. The applicator of all weed control materials shall be licensed by the State of California as a Pest Control Operator and a Pest Control Advisor in addition to any subcontractor licenses that are required.

800-1.06 SUBMITTALS

A. Submit in accordance with Section 2-5.3, Submittal Procedures.

B. The Contractor shall submit no later than 30 days after the award of Contract six (6) bound booklets containing the following landscape information:

1. List of all proposed landscape materials indicated by description, manufacturer and model number. Include catalog cuts of all items.
2. List of all shrubs, vines and ground covers indicated by botanical name, common name, size, nursery and location and specific remarks, i.e. "unable to locate", "photo submitted", etc.
3. Soil amendment receipts containing analytical data and physical samples of all specified amendments.
4. Receipts from the soil supplier of all soil mixes specified in this section.

C. The Contractor shall submit no later than 30 days after the award of Contract the following physical samples sent to the Resident Engineer in plastic bags:
1. Shredded bark mulch, rock mulch or decomposed granite mulch.
2. Certificates
3. Compliance with State of California quarantine restrictions.

D. Weed Control

1. Prior to the installation of any weed control materials, the Pest Control Advisor shall submit to the Resident Engineer, a list of the weed control materials and quantities per acre intended for use in controlling the weed types prevalent and expected on the site.
2. The Pest Control Advisor shall furnish data to demonstrate the compatibility of the weed control materials and methods with the intended planting and seed varieties.

800-1.07 SAMPLES, TESTS AND MOCK-UPS

A. The Owner and or Resident Engineer reserves the right to take and analyze selected samples of plant material for conformity to this Specification at any time. Rejected plant material shall be removed from the site and be replaced by the Contractor at no cost to the Owner.

800-1.08 PROJECT CONDITIONS

A. Perform planting operations only when weather and soil conditions are suitable in accordance with locally accepted practice.

800-1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery
1. Deliver all plant material with legible and durable identification labels.
2. Deliver fertilizer to the site in original, unopened containers bearing the manufacturer's name, guaranteed chemical analysis, and its conformance to California State Law.
3. Notify the Resident Engineer within seven (7) days of the delivery of plant material to the site. Indicate the quantity and type of plant material in each delivery.

B. Storage
1. Store plant materials in the shade and protect from the weather.
2. Maintain and protect plant material not planted within four (4) hours of delivery.
3. It is the Contractor’s responsibility to secure a local staging area for plant material.

C. Protection
1. Protect plant material during delivery to the site and after, in order to prevent damage to the root ball or desiccation of leaves.

D. Handling
1. Take extreme care in the loading and unloading of plant material. Do not pick up container plants by the stems or trunks.
2. Any plant material that has been damaged shall be removed and replaced with new material.

800-1.10 REJECTION OF PLANT MATERIAL

A. All plant material not conforming to the requirements herein shall be considered defective. Such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new material at the full expense of the Contractor. Replacement plant material shall be of the same size, specie and condition as that indicated on the Drawings.

800-1.11 PROTECTION OF THE SITE

A. Protect previously installed work and materials which may be affected by work of this Section. Provide safeguards and exercise caution against injury or defacement of existing site improvements.

B. The Contractor shall be responsible for any damage resulting from his landscape planting operations. Repair damage and return the area to the previous condition at no additional cost to the Owner.

800-1.12 COORDINATION

A. The Contractor shall notify the General Contractor, and all other trades related to the installation of his work, so as to allow sufficient time for those contractors to perform their portion of the work.

B. Determine the locations of underground utilities and perform work in a manner which will avoid damage to the utilities.

800-1.13 WARRANTY

A. The manufacturer's warranty shall not relieve the Contractor of his own liability under the warranty.

B. All plant material installed under this Contract shall be covered under a warranty against poor, inadequate and inferior quality and installation for a period of 1 year from the date of Final Acceptance. Any plant material not meeting the satisfaction of the Owner shall immediately be removed and replaced at no cost to the Owner. Replaced plant material will also be warranty for a period of 1 year (palm trees for 2 years) upon installation.

C. Replace without cost to the Owner and as soon as weather permits, all dead plants and all plants not found in a vigorous, thriving condition, as determined by the Owner and or Resident Engineer during and at the end of the plant warranty period. Replacement of plants shall closely match adjacent specimens of the same species and shall be subject to all requirements of this section.

D. Repair damage to adjacent plant material caused by the Contractor's work at no cost to the Owner. All repairs shall be made with materials, varieties, sizes

"in kind" with adjacent existing materials.

E. Guarantee for Planting

We hereby guarantee that the planting we have furnished and installed is free from defects in materials and workmanship and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse or neglect excepted. We agree to replace without cost to the Owner and as soon as weather permits, all dead plants and all plants not found in a vigorous, thriving condition, as determined by the Owner and or Resident Engineer during and at the end of the plant warranty period. Replacement of plants shall closely match adjacent specimens of the same species and shall be subject to all requirements of this section. The warranty period is one (1) year after Final Acceptance of the work for plant material and 2-year warranty for palm trees. We agree to make such repairs and replacements within thirty (30) days after receipt of written notice. In the event of our failure to make such repairs and replacements within thirty (30) days of written notice, we authorize the Owner to proceed to have such repairs and replacements made at our expense and will pay all costs and charges upon demand:

Owner:

Owner’s Address:

Date of Final Acceptance:

Signed:

Company Name:

Address:

800-3 - LANDSCAPE PRODUCTS

800-2.01 PRE-EMERGENT WEED CONTROL

A. Pre-emergent weed control to be Ronstar-G, Treflan, Eptam, Vegitex, or approved equal.

800-2.02 PLANTING SOIL

A. Reuse of Stockpiled On-Site Soil
    1. Stockpiled on-site soil may be available from the Resident Engineer's stockpile for use. Soils for planter beds are classified as 1-1/2-inch minus.

B. Soil Characteristics for Stockpiled Native Soil
    1. Composition for 1-1/2-inch minus topsoil - fertile, friable, well-drained soil of uniform quality, free of materials larger than 3/8 inch

in diameter such as sticks, rocks, concrete, oils, chemicals and other deleterious materials.

2. Soil Analysis - If soil has not been tested within 30 days of the date of delivery to the project, obtain a horticultural agricultural suitability and chemical analysis of the proposed soil from a company approved by the Resident Engineer. Cost of the testing will be paid for by the Contractor. The soil report is to include the following information:
3. Elemental Analysis: Nitrates, Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, Sulfur, Sodium Zinc, Iron, Copper, Manganese, Boron and free Lime
4. Other: pH factor, % base saturation, electrical conductivity, mechanical analysis, % of organic content, cation exchange capacity (CEC).
5. Recommendations: Type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring topsoil to a satisfactory level for planting.
6. All stockpiled native soil to be used from 1-1/2-inch minus topsoil is to be amended at the levels listed in this Section as part of the base bid. Additional amendments, if requested by the Owner, are not a part of the base contract and the Contractor will be compensated for this work on a Time and Materials basis. Rates for labor and equipment will be charged according to the Construction Contract.

C. Imported Topsoil
   1. In order to ensure conformance with this Specification, soil samples shall be taken by the Contractor and submitted to a qualified soil testing laboratory for analysis prior to planting i.e., Wallace Laboratories (310) 615-0116.
   2. Use natural friable soil from the local region, free from lumps, toxic substances sticks, debris, vegetation or stones over 1-inch in diameter.
   3. Silt plus clay content shall not exceed 20% by weight with a minimum 95% passing the 800-2.0-millimeter sieve.
   4. Sodium absorption ratio (SAR) shall not exceed 6.
   5. Electrical conductivity (ECe) of the saturated extract of this soil shall not exceed 801-
      1.0 millimhos per centimeter at 25 centigrade.
   6. Boron content shall not exceed (1) part per billion as measured on the saturation extract.
   7. Thoroughly blend the planter mix and amendments through a soil blender before placing the soil.

800-2.03 SOIL AMENDMENTS

A. Peat Moss - natural product of sphagnum moss, reed, or sedge peat, taken from a freshwater site, free from lumps, woody material, stones and other foreign matter.

B. Soil Sulfur - agricultural grade sulfur containing a minimum of 99% sulfur (expressed as elemental).

C. Iron Oxide - 45% iron (expressed as metallic iron), derived from iron oxide with micronutrients.

D. Calcium Carbonate - 95% lime as derived from oyster shells.

E. Gypsum - agricultural grade product containing 98% minimum calcium sulfate.

F. Iron Sulfate - 20% iron (expressed as metallic iron), derived from ferric and ferrous sulfate, 100% sulfur (expressed as elemental).

G. Ground Limestone - agricultural limestone containing not less than 85% of total carbonates, ground to such fineness that 50% will pass a No. 1000 sieve and 90% will pass a No. 20 sieve.

H. Dolomite Lime - agricultural grade mineral soil conditioner containing 35% minimum magnesium carbonate and 49% minimum carbonate, 100% passing the No. 65 sieve.

I. Sulfate of Potash - agricultural grade product containing 50% to 53% of water-soluble potash.

J. Single Superphosphate - commercial grade product containing 20% to 25% available phosphoric acid.

K. Ammonium Sulfate - commercial grade product containing approximately 21% ammonia.

L. Ammonium Nitrate - commercial grade product containing approximately 34% ammonia nitrogen.

M. Urea Formaldehyde - granular commercial product containing 38% nitrogen.

N. IBDU (Iso Butldiene Diurea) - commercial grade product containing 31% nitrogen.

O. Iron: Gro-Power Premium Green Iron - 45% Fe, non-staining.

800-2.04 FERTILIZERS

A. General Purpose Soil Conditioner Fertilizer (5-3-1)

1. Consisting of the following minimum percentages by weight:

5%	Nitrogen
3%	Phosphoric Acid
1%	Potash

50% Humus
15% Humic Acids
1% Soluble Metallic Iron

2. Soil Conditioner Fertilizer shall be "Gro-Power", as manufactured by Gro-Power (909)393-3744 or Resident Engineer approved equal.

B. General Purpose Soil Conditioner Fertilizer with Soil Penetrant (5-3-1)
1. Soil conditioning fertilizer for use in areas of clay, adobe soils or soils high in salt, sodium boron or pH consisting of the following minimum percents by weight:

5% Nitrogen
3% Phosphoric Acid
1% Potash
50% Humus
15% Humic Acids
4% Sulfur
1% Soluble Metallic Iron

2. Soil Conditioner Fertilizer with Soil Penetrant shall be “Gro-Power Plus” as manufactured by Gro-Power (909) 393-3744, or Resident Engineer approved equal.

C. Pre-Plant Fertilizer (16-20-0)
1. Ammonium phosphate consisting of the following minimum percentages by weight:

16% Nitrogen
20% Phosphoric Acid
0% Potash

1. Pre-Plant Fertilizer shall be Best "16-20-0", as manufactured by J.R. Simplot Company (800)992-6066, or Resident Engineer approved equal.

D. General Purpose Planting Fertilizer (12-12-12)
1. Pelleted or granular form shall consist of the following minimum percents by weight:

12% Nitrogen
12% Phosphoric Acid
12% Potash

2. General Purpose Planting Fertilizer shall be Best "Triple Twelve", as manufactured by

J.R. Simplot Company (800)992-6066, or Resident Engineer approved equal.

E. Controlled Release Fertilizer (12-8-8)
   1. Consisting of the following minimum percents by weight:

12%	Nitrogen
8%	Phosphoric Acid
8%	Potash
25%	Humus
5%	Humic Acids

   2. Acceptable product - "Gro-Power Controlled Release", as manufactured by Gro- Power (909)393-3744, or Resident Engineer approved equal.

F. Planting Tablets (20-10-5)
   1. Shall be 7-gram, 24-month release, non-burning tablets containing the following percentages of nutrients by weight:

20%	Nitrogen
10%	Phosphoric Acid
5%	Potassium
800-2.5%	Humic acids

   2. Acceptable product - "Gro-Power Planting Tablets", as manufactured by Gro-Power (909) 393-3744, or Resident Engineer approved equal.

800-2.05 PLANT MATERIAL

A. General Plant Condition
   1. All plant material delivered to the site shall have a normal habit of growth, well-formed and shaped, healthy, vigorous, and free of any insects, diseases, sunscalds, windburn, abrasions of the bark, or other objectionable disfigurements.
   2. The size of the plant material shall correspond with that normally expected for species and variety of commercially nursery stock or as specified on the Drawings.
   3. Plant material shall be grown under climatic conditions similar to those in the locality of the project unless approved otherwise by the Resident Engineer.
   4. The use of plant material larger than that specified on the Drawings may be used, pending approval from the Resident Engineer, however, there will be no change in the Contract amount if larger plant material is approved and installed.

B. Trees and Shrubs

1. Tree and shrub trunks shall be sturdy and well hardened with vigorous and fibrous root systems which are not root-bound.
2. In the event of a disagreement as to the condition of the root system, the root conditions of the plants furnished by the Contractor will be determined by the removal of soil around the roots of not less than 10 plants or more than 2% of the total number of plants of each species.
3. When container grown plants are supplied from several sources, the roots of not less than 10 plants of each species from each source will be inspected. In case the plants sampled are found to be defective, the Owner and or Resident Engineer has the right to reject the entire lot represented by the defective sample. Any plant material rendered unsuitable for use because of this inspection will be considered as samples and will be provided at the full expense of the Contractor.

C. Nursery Grown and Collected Stock
   1. Nursery grown and collected stock shall be grown under climatic conditions similar to that found in the locality of the site.

D. Container Grown Stock
   1. Container grown stock shall be in a vigorous and healthy condition, not root bound or with the root system hardened off.

E. Ground Cover Stock
   1. Ground cover stock shall be well established in removable containers or having formed homogenous soil sections.

800-2.06 AUXILIARY ACCESSORIES

A. Mulches
   1. Shredded Bark Mulch
      a. Shredded bark mulch shall be Type 1 produced from ground wood products and composted tree trimmings and plant material. It shall be 2- inch minus or Resident Engineer approved equal.
   2. Rock
      a. As produced by Decorative Stone Solutions and as indicated on Contract Drawings. All rock shall be washed twice by contractor and shall be clean prior to installation.
   3. Decomposed Granite / Rock Mulch
      a. Rock mulch shall be free of lumps or balls of clay and shall not contain calcareous coatings, caliche, organic matter or foreign substances. All material shall be from a single production source and shall present a uniform appearance. The requirements shall be as follows:
      b. Size and Color as specified on the Drawings.
      c. The surfaces upon which the decomposed granite / rock mulch is to be placed shall be graded and compacted to a density of not less than 85 percent of the maximum density in accordance with the requirements of the Materials Testing

Methods.

d. Only locations shown on the planting plan to receive decomposed granite / rock mulch shall receive decomposed granite / rock mulch, unless otherwise directed by the Resident Engineer. If other areas to receive rock mulch, use this material and methodology.
e. The areas to receive decomposed granite / rock mulch shall receive an application of pre-emergent herbicide in the manner recommended by the manufacture. The Contractor shall stake out the area and put an application of a weed inhibitor prior to placement of the decomposed granite / rock mulch. Contractor shall kill all weeds by manual or chemical control and remove after dead. Any pesticides use must be applied in strict accordance with Owner requirements.
f. The Contractor shall keep a record of all applications. The Contractor shall record the type of herbicides used, such as pre- or post-emergent; the rate and method of applications; and the date and location of such applications. A copy of this report shall be furnished to the resident engineer every month.
g. The decomposed granite / rock mulch shall be evenly distributed over the designated areas to meet thickness per drawings. The finish grade of the decomposed granite / rock mulch shall at paving areas shall be per the Drawings.
h. Care shall be taken in the placement of the decomposed granite / rock mulch not to disturb or damage any plant material.
i. After placing the decomposed granite / rock mulch, the Contractor shall lightly water the decomposed granite / rock mulch to remove fine material from the surface to the extent satisfactory to the Resident Engineer. The Contractor shall again apply the approved pre-emergent weed control agent according to the manufacturer's recommendations. Water in the pre-emergent thoroughly.
j. All erosion within the decomposed granite / rock mulch areas shall be corrected by the Contractor to maintain the final grade of the decomposed granite / rock mulch as placed under this item. If soil settling occurs during the Warranty period, the contractor shall provide and install additional material at no additional expense to the Owner.
k. Provide samples for approval to the Resident Engineer prior to purchase.

800-4 IRRIGATION SYSTEM MATERIALS – RECYCLED WATER

800-3.01 SUMMARY

A. Section includes landscape irrigation for recycled water system including but not limited to:

1. Layout

2. Trenching
3. Backfilling
4. Assemblage
5. Wiring
6. System Flushing
7. Sprinkler Head Installation
8. Valve Installation
9. System Testing and Adjustment
10. Maintenance

800-3.02 REQUIREMENTS OF REGULATORY AGENCIES

A. All local, municipal and state laws, and rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of this Specification, and its provisions shall be carried out by the Contractor. Anything contained in this Specification shall not be construed to conflict with any of the above rules and regulations or requirements of the same. However, when the Drawings and Specifications call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of the Drawings and Specifications shall take precedence.

800-3.03 QUALITY CONTROL

A. Manufacturer's Directions
   1. The Manufacturer's directions and drawings shall be followed in all cases where the manufacturers of articles used in this Specification furnish directions covering points not shown in the Contract Drawings and Specifications.

B. Permits, Fees, Bonds and Inspections
   2. The Contractor shall pay for all permits, fees, bonds and inspections necessary to perform and complete his portion of the Work.

C. Explanation of the Drawings
   1. Due to the scale of the Drawings, it is not possible to indicate all offsets, fittings, sleeves, etc. which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work, accordingly, furnishing such fittings, etc. as may be required to meet such conditions. The Drawings are diagrammatic only and are indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.
   2. All work called for on the Drawings by notes or details shall be furnished and installed whether or not specifically mentioned in this Specification.
   3. The Contractor shall not willfully install the irrigation system as shown

on the Drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the Resident Engineer. In the event this notification is not performed, the Contractor shall assume full responsibility for any revisions necessary.

800-3.04 SUBMITTALS

A. Submit in accordance with Section 2-5.3, Submittal Procedures.

B. Materials List

1. The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the Drawings and Specifications. No substitution will be allowed without prior written approval by the Resident Engineer.
2. Complete materials list shall be submitted prior to performing any work. Materials list shall include the manufacturer, model number and description of all materials and equipment to be used. Although manufacturer and other information may be different, the following is a guide to proper submittal format:

Item No.	Description	Manufacture	Model No.
1.	Control Valve	Rain Bird	PESB
2.	Gate Valve	Nibco	T-113-K
3.	Etc.	Etc.	Etc.

The irrigation submittal list must be specific and complete. All items must be listed and should include solvent/primer, wire, wire connectors, valve boxes, etc. No copies of manufacturer's literature (catalog cuts) are required as submittal information.

3. Equipment or materials installed or furnished without prior approval of the Resident Engineer may be rejected and the Contractor required to remove such materials from the site at no cost to the Owner.
4. Approval of any item, alternate or substitute indicates only that the product or products apparently meet the requirements of the Drawings and Specifications on the basis of the information or samples submitted.
5. Manufacturer's warranties shall not relieve the Contractor of his liability under the Warranty.

C. Record Drawings or "As-Built" Drawings

1. The Contractor shall provide and keep up to date at all times, a complete record set "As-Built" drawings of blackline bond prints which shall be corrected daily and show every change from the original Drawings and Specifications and the exact installed locations, sizes, and kinds of equipment. Prints for these purposes

may be obtained from the Resident Engineer at the Contractor's cost. "As-Built" drawings shall be kept on the site and shall be used only as a record set.

2. "As-Built" drawings shall also serve as work progress sheets and shall be the basis for measurement and payment for work completed. "As-Built" drawings shall be available at all times for observation and shall be kept in a location easily accessible to the Resident Engineer.
3. The Contractor shall make neat and legible notations on the "As-Built" progress sheets daily as the work proceeds, showing the work as actually installed. For example, should a piece of equipment be installed in a location that does not match the Drawings, the Contractor must indicate that equipment has been relocated in a graphic manner so as to match the original symbols as indicated in the irrigation legend. The relocated equipment and dimensions will then be transferred to the original "As-Built" drawings at the proper time.
4. Before the date of the Final Walkthrough, the Contractor shall transfer all information from the "As-Built" prints to sepia Mylar plans procured from the Resident Engineer at the Contractor's cost. All drafting shall be done with waterproof technical pen ink and applied to the Mylar by technical drafting pens made expressly for use on Mylar surfaces. Dimensions shall be made on the Mylar so as to be easily readable even on the final irrigation controller chart. The original Mylar "As-Built" drawings shall be submitted to the Resident Engineer for approval prior to the making of the irrigation controller charts.
5. The Contractor shall dimension from two (2) permanent points of reference, building corners, sidewalk, or road intersections, etc., the location of the following items:
    a. Connection to existing water lines.
    b. Connection to existing electrical power.
    c. Gate and ball valves.
    d. Routing of sprinkler pressure lines.
    e. Irrigation control valves and master valves.
    f. Routing of control wiring and signal cable.
    g. Quick coupling valves.
    h. Master Valve, basket strainer and flow sensor.
    i. Check valves
    j. Other related equipment.

6. On or before the date of the Final Walkthrough, the Contractor shall deliver the corrected and completed Mylar "As-Built" drawings to the Resident Engineer. Delivery of the "As-Built" drawings will not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the "As-Built" drawings.

D. Irrigation Controller Charts
    1. "As-Built" drawings shall be approved by the Resident Engineer before irrigation controller charts are prepared.
    2. Provide one irrigation controller chart for each irrigation controller

supplied.

3. Each irrigation controller chart shall show the area controlled by that irrigation controller and shall be the maximum size of which the irrigation controller door will allow.
4. The irrigation controller chart is to be a reduced drawing of the actual installed irrigation system. In the event that the irrigation controller chart is not legible when the chart is reduced, it may be enlarged to a size that will be readable when reduced.
5. The irrigation controller chart shall be an 11 x 17-inch bond reduction with each valve station represented by a distinct color.
6. When completed, hermetically seal the irrigation controller chart between two pieces of 5 mil plastic with a 1/8-inch edge overlap.
7. Irrigation controller charts shall be completed and approved by the Resident Engineer prior to the Final Walk-through.

E. Operation and Maintenance Manuals

1. Prepare and deliver to the Resident Engineer within 10 calendar days prior to completion of irrigation installation, three 3 ring hard cover binders each containing the following information:
    a. Index sheets stating the Contractor's address and telephone number and a list of equipment with the name and addresses of local manufacturer's representatives.
    b. Approved Irrigation Submittal List.
    c. Catalog and part sheets on every material and equipment installed under this Contract.
    d. Warranty statement.
    e. Complete operating and maintenance instructions on all major equipment.

F. Equipment to be Furnished.

1. Supply as a part of this Contract the following tools:
    a. Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on the Project.
    b. One (1) 5-foot valve keys for operation of gate valves.
2. The above-mentioned equipment shall be turned over to the Resident Engineer at the conclusion of the Project.

800-3.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Handling of PVC Pipe and Fittings

1. The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe shall be transported in a vehicle which allows the length of pipe to lie flat so as not to subject it to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and, if installed, shall be replaced with new piping at no cost to the Resident Engineer.

800-3.06 PRIOR TO START OF THE LANDSCAPE MAINTENANCE PERIOD

A. The Contractor shall submit proof of warranty to the Resident Engineer prior to the start of the landscape maintenance period. All computerized irrigation control system materials shall have a five-year warranty. It is the Contractor's responsibility to obtain the necessary warranty inspections from the equipment supplier. No installations will be accepted without proof of warranty.

800-3.07 WARRANTY

A. The warranty for the irrigation system shall be made in accordance with the attached form.

B. A copy of the warranty form shall be included in the Operations and Maintenance Manual.

C. The warranty form shall be re-typed onto the Contractor's letterhead and contain the following information:

800-3.08 WARRANTIES FOR SPRINKLER IRRIGATION SYSTEM

A. We hereby warrant that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear and unusual abuse, or neglect the exception. We agree to repair or replace any defects in material or workmanship which may develop during the period of one year from date of final acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the Owner. We shall make such repairs or replacements within a reasonable time, as determined by the Owner and/or Resident Engineer, after receipt of written notice. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of written notice from the Owner and/or Resident Engineer, we authorize the Owner and/or Resident Engineer to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT:

LOCATION:

SIGNED:

ADDRESS:

PHONE:

DATE OF ACCEPTANCE:

800-3.09 RULES AND REGULATIONS

A. Work and materials shall be in accordance with the latest edition of the California Electrical Code and applicable laws and regulations of governing authorities.

800-3.10 PROTECTION OF WORK AND MATERIALS

A. The Contractor shall protect his work and work of others for the duration of the Contract. He shall protect pipes and fittings from direct sunlight and avoid undue bending and any concentrated external loading. Pipe or fittings that have been damaged shall not be used.

B. The Contractor shall exercise extreme care in excavating and working near existing utilities. Damage to utilities which are caused by contractor's operation shall be the Contractor's responsibility.

C. The Contractor shall take necessary precautions to protect site conditions and plant material that is to remain. Should damage be incurred, Contractor shall repair damage to its original condition or shall furnish and install equal replacements.

D. All existing irrigation systems shall be kept in operation at all times. If the existing system is damaged by Contractor, he shall be responsible for immediate repair of such damage. After each repair, all heads of the repaired system shall be removed so that the lines can be cleared of all dirt and foreign matter.

800-3.11 CORRECTION OF WORK

A. Any and all discrepancies of unsatisfactory work shall be corrected by the Contractor at no additional expense to the Owner. The correction of work shall be finished with a reasonable period mutually agreed upon between the Owner and/or Resident Engineer and Contractor.

800-5 - IRRIGATION PRODUCTS

800-4.01 GENERAL

A. Use only new materials of brands and types noted on the Drawings or Specifications or an equal approved by Resident Engineer. irrigation work shall adhere to the City of Costa Mesa Irrigation Standards,

800-4.02 PVC PRESSURE MAIN LINE PIPE AND FITTINGS

A. Pressure main line piping for sizes 2.5 inches and larger shall be purple color-coded Class 315 PVC.

B. Class 315 piping shall be made from an NSF approved Type I, Grade I, PVC resin conforming to ASTM D1784. Piping must meet requirements as

set forth in ASTM D2241 (solvent-weld class pipe), with an appropriate standard dimension (SDR).

C. Pressure main line piping for sizes 2 inches and smaller shall be purple color-coded Schedule 40 PVC with solvent welded joints.

D. Schedule 40 PVC piping shall be made from NSF approved Type I, Grade I PVC resin conforming to ASTM D1784. Piping must meet requirements as set forth in ASTM D1785 (solvent-weld schedule pipe).

E. PVC solvent-weld fittings shall be Schedule 40, 1-2, II-I NSF approved conforming to ASTM D2466.

F. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type and installation methods prescribed by the manufacturer.

G. PVC pipe must bear the following markings:

2. Manufacturer's name.
3. Nominal pipe size.
4. Schedule or class.
5. Pressure rating in PSI.
6. NSF approval.
7. Date of extrusion.
8. Recycled water warning.

H. PVC fittings shall bear the manufacturer's name or trademark, material designation, size, applicable IPS schedule and NSF seal of approval.

800-4.03 PVC NON-PRESSURE LATERAL LINE PIPING

A. Non-pressure buried lateral line piping shall be purple color-coded Schedule 40 PVC with solvent-welded joints.

B. Non-pressure lateral line piping installed under pavement areas shall be installed in a purple color-coded Schedule 40 PVC sleeve.

C. Pipe shall be made from NSF approved, Type I, Grade II PVC resin conforming to ASTM D1784. Piping must meet requirements set forth in ASTM D2241 (solvent-weld class pipe) with an appropriate standard dimension ratio.

D. Non-rigid lateral line piping (PVC flexible hose) shall be uniformly black in color, homogeneous throughout, and smooth inside and outside, free from foreign materials, cracks, holes, dents, wrinkles and blisters. The hose shall have the following dimensions.

Size	Inside	Wall Thickness	Outside

(In.)	Dia. (In.)	Dia. (In.)	Dia. (In.)
3/8 (IPS)	0.50	0.090	0.680
1/2 (IPS)	0.50	0.140	0.840

E. Non-rigid lateral line piping shall be solvent-welded to PVC fittings with I.P.S. model #795 (clear) glue or approved equal. Contact I.P.S. at phone number (310) 366-3300.

F. All requirements for non-pressure lateral line pipe and fittings shall be the same as for solvent-weld pressure main line pipe and fittings as set forth in this Specification.

800-4.04 BRASS PIPE AND FITTINGS

A. Where indicated on the Drawings, use red brass screwed pipe conforming to Federal Specification #WW-P-351.

B. Fittings shall be red brass conforming to Federal Specification #WW-P-460.

800-4.05 GALVANIZED PIPE FITTINGS

A. Where indicated on the Drawings, use galvanized steel pipe ASA Schedule 40 mild steel screwed pipe.

B. Fittings shall be medium galvanized screwed beaded malleable iron, or Class 150 flanged steel with Corten bolts where required. Galvanized couplings may be merchant coupling.

C. Galvanized pipe and fittings installed below grade shall be painted with two (2) coats of Koppers #50 bitumastic. Or cover pipe with 2 layers of plastic, self-adhesive, pipe wrap, 2 mils thick, as manufactured by 3M Company or equal.

D. Use non-hardening, nontoxic pipe joint sealant formulated for use on water-carrying pipes on all metal threaded connections.

800-4.06 GATE VALVES AND BALL VALVES

A. Gate valves 3 inch and smaller shall be 125 lb. SWP bronze ball gate valve with blow- out proof and full port.

B. Gate valves 3 inch and smaller shall have threaded ends and shall be equipped with a bronze handle.

C. Gate valves 3 inch and smaller shall be similar to those manufactured by Hammond or approved equal.

D. Ball valves 3-inches and smaller shall be Schedule 80 PVC full bore units, and

those include Teflon ball seats, Buna-N- O-ring seals, and pressure rated at a minimum of 235 PSI at 73 degrees F.

E. Ball valves 3-inches and smaller shall be equipped with a Slow-Close full turn stem with gears molded of durable acetyl plastic material and polypropylene handle.

F. Ball valves 3-inches and smaller shall be as manufactured by Colonial Valve, as distributed by Lasco Fittings or approved Equal.

G. All gate and ball valves shall be installed per irrigation installation details.

800-4.07 CONTROL WIRE

A. Connections between the irrigation controllers and the electric control valves shall be made with Armor clad (aluminum shield coated) direct burial copper wire AWG-U.F. 600 volt. Supplied through John Deere Landscapes, Imperial Irrigation, or equal. Pilot wires shall be a distinct color wire for each irrigation controller. Common wires shall be 12 gauge and the color white with a distinct color stripe for each irrigation controller. Install wires in accordance with valve manufacturer's specifications and wire charts. In no case shall wire size be less than 14-gauge. Wire color shall be continuous over its entire length.

B. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible.

C. Where more than one (1) wire is placed in a trench, the wiring shall be taped together at intervals of 10 feet.

D. An expansion curl shall be provided within three (3) feet of each wire connection. Expansion curl shall be of sufficient length at each splice connection at each electric control, so that in case of repair, the valve bonnet may be brought to the surface without disconnecting the control wires. Control wires shall be laid loosely in the trench without stress or stretching of the control wire conductors.

E. Wire splices shall be made with either Scotch-Lok #3576 Connector Sealing Packs or Rain Bird Snap-Tite wire connector or approved equal. Use one splice per connector sealing pack.

F. Field wire splices between the irrigation controller and the electrical control valves shall not be allowed without prior approval of the Resident Engineer.

G. When control wiring is trenched separately from main line trenches a continuous warning tape shall be installed with the wiring. Warning tape: Inert plastic film highly resistant to alkalis, acids, or other destructive chemical components likely to be encountered in soils. Three inches wide, colored yellow, and imprinted with "CAUTION: BURIED ELECTRIC LINE BELOW."

H. Provide a 36-inch excess length of wire in an 8-inch diameter loop at each 90-

degree change of direction, at both ends of sleeves, and at 100-foot intervals along continuous runs of wiring. Do not tie wiring loop.

I. Install common ground wire and one control wire for each electric control valve. Multiple valves on a single control wire are not permitted. Install one common wire for each controller. Multiple controllers with one common wire will not be permitted.

800-4.08 SPRINKLER HEADS

A. All sprinkler heads shall be of the same size, type, and deliver the same rate of precipitation with the diameter (or radius) of throw, pressure, and discharge as shown on the Drawings and in this Specification.

B. Spray heads shall have a screw adjustment.

C. Riser units shall be fabricated in accordance with the Drawings.

D. Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body.

E. All sprinkler heads of the same type shall be from the same manufacturer.

800-4.09 LANDSCAPE DRIPLINE

A. Landscape dripline shall be a continuous self-cleaning, recycled content, pressure compensating dripline with built-in check valve and be Cupron® copper oxide infused for root intrusion deterrent. It shall have a purple stripe identifying it for use with recycled or alternative source water. The low volume dripline shall have integral and evenly spaced pressure compensating check valve emitters welded to the inside of the tubing that contains 20% recycled content. The dripline shall be available with emitters in four discharge rates (0.33, 0.53, 0.77, and 1.16 gallons per hour [GPH]) evenly spaced at 12”, 18”, or 24” centers.

B. Each emitter shall have the ability to independently regulate discharge rates, with an inlet pressure range of 21.8 - 58 pounds per square inch (psi), at a constant flow and with a manufacturer’s coefficient of variability of 0.03 or less. Recommended operating pressure shall be between 21.8 - 50 psi. The emitter discharge rate shall be 0.33, 0.53, 0.77, or 1.16 gallons per hour (GPH) utilizing a combination of turbulent flow and reduced pressure compensation by molded silicone diaphragm. The emitters shall be capable of continuously cleaning themselves while in operation and have an anti-siphon feature which prevents debris from entering outlet at system shutdown. The dripline shall be available with 12”, 18”, and 24” spacing between emitters unless otherwise specified.

C. For subsurface installation, the dripline depth shall be 4” to 6". Maximum system pressure shall be 50 psi for maximum fitting integrity. Filtration shall be 120 mesh or finer. Bending radius shall not be smaller than 7".

D. For on-surface or under mulch installations, 6” metal wire staples shall be installed 3’ on center, and two staples shall be installed over every change-of-direction fitting.

E. Automatic flush valve units shall be in accordance with the Drawings.

F. Landscape dripline filter units shall be in accordance with the Drawings.

G. Pressure regulating inline units shall be in accordance with the Drawings.

H. Miscellaneous landscape dripline system components, including but not limited to; hold- down stakes, adapter fittings and location markers, shall be in accordance with the drawings.

800-4.10 IDENTIFICATION TAGS

B. Identification tags for electrical control valves shall be manufactured from Polyurethane Behr Desopan, or equal. Use Christy's standard tag hot stamped with black letters on yellow background. Tags shall be numbered to match programming shown on the irrigation drawing. Provide one tag of each electric control valve.

1. Tags shall be numbered to match programming shown on the Drawings. Provide one tag for each electric control valve, flow sensor and master valve.
2. Order tags with the controller assignment on the front side of tag and the station sequence indicated on the back side of the tag. The tag is limited to three digits each side.
3. Provide one tag for each electric control valve, master valve and flow sensor. Identification for master valves and flow sensors shall be as indicated on the Drawings.

C. Special order tags from T. Christy Enterprises, (714) 771-4142 or Resident Engineer approved equal.

800-4.11 SLEEVING

A. Install separate sleeves beneath paved areas to route each run of irrigation pipe or wiring bundle.

B. Sleeving material beneath pedestrian pavements - PVC Schedule 40 pipe with solvent welded joints.

C. Sleeving beneath streets and drives - PVC Schedule 40 pipe with solvent welded joints.

D. Sleeving diameter - equal to twice that of the pipe or wiring bundle. Minimum sleeving diameter shall be 2 inches.

E. Temporarily terminate capped ends of sleeving at locations 2 feet past pavement edges, 4” above finished grade. Paint pipe red.

F. Chisel 2” letter “I” at face of curb or edge of pavement to mark the location of the sleeve termination point.

G. At no time shall any irrigation pipe change direction under pavement.

800-4.12 OTHER COMPONENTS

A. Tools and Spare Parts
    1. Provide operating keys, servicing tools, test equipment, other items, and spare parts as indicated in other areas of this Specification.
B. Other Materials

    1. Provide other materials or equipment not indicated on the Drawings or referenced in this Specification, as necessary, to complete the installation of the irrigation system.

801-1 LANDSCAPE INSTALLATION

801-1.01 RENOVATION AND PREPARATION OF EXISTING SOIL

A. Contractor shall submit soil samples to Horticultural/Agricultural Soils Testing Laboratory for horticultural analysis and soil amendment recommendations.

B. Contractor shall take one (1) representative soil samples from each station.

C. Contractor to provide a plan indicating (1) soil sample locations and depth sample was taken.

D. Contractor shall be responsible for paying for horticultural soils testing and report.

E. Contractor shall perform soil amendment procedures to the soil as required by soils report.

801-1.02 CULTIVATION OF EXISTING SOIL

A. In areas where topsoil will not be applied, rip or cultivate the existing soil that will be receiving planting to a depth of at least 9-inches immediately prior to applying soil amendments.

B. In areas where topsoil will be applied the following procedures are to be followed:

C. Verify that sub grades for installation of topsoil have been established under rough grading, sub grade depth plus specified depth of topsoil should equal finished grade. Do not spread topsoil prior to the Resident Engineer acceptance of all sub grade work.

D. Rip or cultivate sub-grade in all planting areas to a minimum depth of 9-inches immediately prior to spreading topsoil.

E. Remove all rocks, stones, sticks and debris larger than 1-inch in diameter from the surface of the sub-grade prior to applying topsoil.

801-1.03 SOIL SCARIFICATION

A. Planting areas which become compacted in excess of 85% relative compaction due to construction activities shall be thoroughly cross ripped to a minimum depth of 9 inches to alleviate the condition, taking care to avoid existing subsurface utility lines, if present.

801-1.04 VERIFICATION OF EXISTING CONDITIONS

A. Prior to the work in this Section, examine previously installed work from other trades and verify that such work is complete and as required, to the point where this installation may commence properly.

801-1.05 ROUGH GRADING CERTIFICATION

A. Obtain the Resident Engineer's written certification that indicates that final rough grade has been set by previous contractors to plus or minus 0.10 feet prior to commencing fine grading operations.

801-1.06 FINE GRADING OPERATIONS

A. Ensure that the top 2-inches of soil is free of stones, roots, stumps, wire, or other deleterious matter 1-inch in diameter and larger. Dispose of debris offsite.

B. All planting areas to be fine graded to within 2-1/2 inches of paved areas, irrigation valve boxes, concrete mow curbs.

C. Upon acceptance of rough grade by the Resident Engineer and prior to beginning planting operations, finish grade all planting areas, fill as needed and remove surplus soil and float areas to a smooth, uniform grade to elevations as indicated on the Drawings. Obtain the Resident Engineer approval of the fine grading prior to commencing planting operations.

801-1.07 SURFACE DRAINAGE OF PLANTING AREAS

A. The Contractor shall bear final responsibility for properly draining all planting areas. Any discrepancy in the Drawings or Specifications, obstructions on the site, or prior work done by another contractor, which the Contractor feels precludes establishing proper drainage, shall be brought to the immediate attention of the Resident Engineer for correction or relief of said responsibility. The Contractor is to ensure proper drainage of all planting areas at a minimum

of 2% unless otherwise noted on grading plans.

B. Contractor shall walk the project with the Owner and or Resident Engineer, and others deemed necessary by the Owner to approve finish grades prior to planting.

801-1.08 SOIL PREPARATION

A. After finish grades for all landscaped areas have been established and approved by the Resident Engineer perform the following operations.
   1. Cross-rip all area to a depth of 9 inches.
   2. Spread organic amendments uniformly on the surface of the soil and cultivate thoroughly into the top 4-6 inches in a minimum of two directions with a mechanical rototiller.
   3. The following soil amendments and fertilizers are to be used for bid purposes only. Specific amendment recommendations will be made after horticultural soil samples are taken and paid for by the Contractor. Application rates per 1,000 square feet shall be as follows:
      Nitrolized fir bark - 6 cu. yds.
      Planting fertilizer - 200 lbs. of Gro-Power Plus.
      Agricultural gypsum - 100 lbs.
      Soil sulfur - 20 lbs.
   4. After applying soil amendments and prior to planting, irrigate with overhead irrigation so that a minimum of 1-3 inches of good quality water passes through the soil profile.

801-1.09 BACKFILL MIX FOR SHRUBS AND TREES

A. The following backfill mix is for bid price basis only. Final backfill recommendations will be made only after rough and fine grading operations are completed and horticultural soil testing has been performed and approved by the Resident Engineer. Adjustments to the backfill amendments may be required based on horticultural soil test results and is assumed covered by the Contractor, outside of extraordinary conditions.
   - 7 parts by volume on-site soil.
   - 3 parts by volume nitrolized organic soil amendment 2 lbs. iron sulfate per cubic yard of mix.
   - 18 lbs. of Gro-Power Plus per cubic yard of mix. Planting tablets - quantity based on size of plant.

B. Thoroughly blend the backfill mix prior to placement.

C. Do not apply iron sulfate over paved materials since severe staining is likely to occur.

D. Substitute plant pits are the responsibility of the Contractor under the Base Bid. Drainage sumps are not part of the Base Bid and compensation will be

awarded to the Contractor based on the Construction Agreement.

E. Submit written results of each plant pit percolation test with locations, date and time of test to the Resident Engineer.

801-1.10 PLANTING OPERATIONS

A. Planting Layout
   1. It is the Contractor's responsibility to verify with local governing agencies the location and depth of all underground utilities. If any underground construction or utility lines are encountered in the excavation of planting holes, alternative planting locations may be selected by the Resident Engineer.
   2. Locations for all shrubs and trees shall be marked on the ground either by flagged stakes indicating plant type and size or the actual plants themselves for the Resident Engineer’s review and approval prior to planting.

B. General Planting Guidelines
   1. Plant only as many plants that can be planted and watered on that same day in a given planting area.
   2. Protect the planting area from excessive vehicle compaction.
   3. Face plant material with fullest growth into the prevailing wind and/or the primary direction of view.
   4. Center plant material in the planting hole.
   5. Set plant material plumb and hold rigidly in place until soil has been tamped firmly around the root ball.
   6. Planting pits shall have vertical sides and roughened surfaces. The size of the plant pit shall be per planting detail on drawings.

C. Container Removal
   1. Plant containers shall be opened and removed in such a manner that the soil surrounding the root ball shall not be broken.
   2. Do not injure the root ball while removing the container. After removing plant, superficially cut edge roots with a knife on three (3) sides.

D. Shrub and Tree Installation
   1. Apply backfill mix to the plant pit up to 1/2 the height of the root ball. Add water to the top of the remaining plant pit and let soak in before completing the remainder of backfilling.

E. Placement of Plant Tablets
   1. Prior to planting, place the required amount of planting tablets per plant size on top of each root ball while the plants are still in their containers so that the Resident Engineer can easily verify their existence and quantity.
   2. After obtaining approval by the Resident Engineer on plant tablet

quantity and after water has completely drained from the plant pit, add plant tablets to the planting pits in the following quantities:

1 gallon - 3 tablets
5 gallon - 8 tablets
15 gallon - 14 tablets
24-inch box - 15 tablets
36-inch box - 19 tablets
48-inch box - 24 tablets
60-inch box - 35 tablets

3. Dig planting pit to the recommended depth.
4. Backfill the plant pit to attain the proper level for the plant.
5. Place the specified amount of plant tablets between the bottom of the root ball but not higher than 1/3 of the way up the root ball. Space the plant tablets equally around the perimeter of the root ball approximately 2 inches from the football.
6. Finish backfilling of the planting pit by tamping the soil firmly around the root ball and watering thoroughly.

F. Final Backfilling
1. Once the water has soaked in thoroughly, place the remaining backfill and tamp firmly.
2. After final backfilling, construct an earthen basin around the base of each plant with backfill mix sufficient to hold water for the following plant sizes:
Shrubs and vines - 2-inches of water. Trees - 4-inches of water.
3. Remove basins in all turf areas but not before the irrigation system is operational.

G. Plant Settling
1. Any plant material that has settled deeper than the surrounding grade shall be raised to the correct level.

H. Ground Cover Planting
1. Ground cover flats shall contain sufficient moisture to reduce soil separation when lifting out the plants.
2. Plant ground covers in straight rows, evenly, triangular spaced, and at an on-center spacing as indicated on the Drawings.
3. Each rooted ground cover plant shall be planted with its proportional amount of soil.
4. Apply a 3-inch layer of wood mulch at the completion of planting.

I. Container Pot Planting
1. Refer to the Drawings for specific container pot planting layout, waterproofing and sump/drainage details.

801-1.11 WATERING

A. All planting shall be watered immediately after planting. After the first watering, water shall be applied to all plants as conditions may require

keeping the plants in a healthy and vigorous growing condition until the completion of the Contract.

801-1.12 WOOD MULCH INSTALLATION

A. Spread a 3-inch-deep layer of shredded bark mulch in all landscaped areas other than in turf and or hydroseed areas.

801-1.13 CLEAN UP

B. Contractor shall remove all trash caused from his Work on a weekly basis throughout the duration of the Project.
C. Upon completion of his Work under this Section, the Contractor shall remove all rubbish, waste and debris resulting from his operations offsite or as directed by the Owner and or Resident Engineer.

D. All scars, ruts or other marks in the ground caused by the Contractors work shall be repaired.

E. Remove all equipment and implements of service, and leave the entire work area in a neat, clean, and Resident Engineer accepted condition. All sidewalks and other paving areas shall receive a broom-clean treatment.

801-1.14 SITE VISIT SCHEDULE

B. The Contractor shall be responsible for notifying the Owner and or Resident Engineer in advance to schedule the following site visits:

1. Pre-construction "Kick-Off" meeting - 7 days.
2. At completion of fine grading - 2 days.
3. At completion of soil preparation - 2 days.
4. At start of tree planting, plant layout prior to plant pit excavation - 2 days.
5. After layout of shrubs and prior to pit excavation – 2 days.
6. Final walkthrough prior to going on contracted maintenance period - 7 days.
7. Final walkthrough for project acceptance - 7 days.

C. When site visits are made by other than the Owner and or Resident Engineer, the Contractor shall show evidence in writing of when and by whom the site visit was made.

D. No site visit will commence without all previous punch list items being completed, unless compliance has been waived by the Owner and or Resident Engineer. Failure to accomplish the timely execution of previous field report punch list items and not preparing adequately for the next site visit shall make the Contractor potentially liable for reimbursing the Resident Engineer for his labor and reimbursable expenses.

801-2 - LANDSCAPING MEASUREMENT AND PAYMENT

801-2.01 MEASUREMENT

A. Work of this section shall be completed in accordance with the Contract Documents and will be measured by the contract unit or fraction thereof listed in the Schedule of Quantities and Prices. The quantities contained on the Schedule of Quantities and Prices as derived from the drawings and will be used as the basis for this measurement. Lump Sum measurement of partial payment will be in accordance with the Schedule of Values addendum submitted by the Contractor.

801-2.02 PAYMENT

A. Work of this section completed in accordance with the Contract Documents will be paid for at Lump Sum (LS) unit price as listed in the Schedule of Quantities and Prices. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision, and incidentals necessary to complete the work of this section as described by the Contract Documents. Lump Sum, partial payment will be in accordance with the Schedule of Values submitted by the Contractor.

Bid Item No. 20: Median Irrigation

801-3 IRRIGATION INSTALLATION

801-3.01 GENERAL

A. All scaled dimensions are approximate. The Contractor shall check and verify all size dimensions and receive the Resident Engineer's approval prior to proceeding with any work under this Specification. Contractor shall locate with 2 x 2-inch wood stakes with identifying markings for all proposed locations of electrical control valve boxes, gate valve boxes and quick coupler boxes for approval by the Resident Engineer. After locating all these items contact the Resident Engineer for review and approval. Minor adjustments to the stake locations may be requested of the Contractor by the Resident Engineer.

B. Exercise extreme care in excavating and working near existing utilities. The Contractor shall be responsible for damages to these utilities which are caused by his operations. Check existing utility drawings for existing utility locations.

C. Coordinate installation of sprinkler irrigation materials including pipe, so that there shall be no interference with utilities, construction elements, or the planting of trees, shrubs, and ground covers.

D. The Contractor shall carefully check all finish grades to his satisfaction in order to safely proceed before starting work on the irrigation system.

E. Report irregularities to the Resident Engineer prior to beginning work. Beginning of work implies acceptance of existing conditions.

801-3.02 SITE PREPARATION

A. Physical Layout
   1. Prior to installation, the Contractor shall stake out all pressure and non-pressure supply lines and the location of all sprinkler heads.
   2. Sprinkler, equipment and piping layout shall be approved by the Resident Engineer prior to installation.

B. Water Supply Point-of-Connections
   1. Water supply Points-of-Connection are as indicated on the Drawings. The Contractor shall be responsible for minor changes caused by actual site conditions.
   2. The sprinkler irrigation system shall be connected to water supply Points-of- Connection as indicated on the Drawings.

C. Electrical Supply Point-of-Connections

   1. Electrical supply Points-of-Connection for the irrigation controllers are as indicated on the Drawings. The Contractor shall be responsible for minor changes caused by actual site conditions.
   2. Connections shall be made at approximate locations as indicated on the Drawings. The Contractor shall be responsible for minor changes caused by actual site conditions.

801-3.03 INSTALLATION

A. Trenching
   1. Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. Trenching excavation shall follow the layout as indicated on the Drawings.
   2. Provide a minimum soil cover of 24 inches for all recycled water pressure supply lines.
   3. Provide a minimum soil cover of 12 inches for all non- pressure lines.
   4. Provide a minimum soil cover of 24 inches for all control wire.
   5. Provide a minimum soil cover of 2 inches and a maximum of 3 inches for dripline tubing.
   6. Where piping is indicated under paved areas, but running parallel and adjacent to planting areas, install the piping in the planted areas. Irrigation head spacing as indicated on the Drawings shall not be exceeded.

B. Backfilling
   1. The trenches shall not be backfilled until all required tests are performed. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from large clods of earth or stones. Backfill shall be mechanically compacted landscaped areas to a dry density equal to adjacent undisturbed soil

in planting areas. Backfill shall conform to adjacent grades without dips, sunken areas, humps or other surface irregularities.

2. A fine granular material backfill shall be initially placed over all lines. No foreign matter larger than 1/2 inch in size will be permitted in the initial backfill.
3. The flooding of trenches will be permitted only with the approval of the Resident Engineer.
4. If settlement occurs and subsequent adjustments in pipe, valves, sprinkler heads, planting, or other construction elements are necessary, the Contractor shall make all required adjustments without cost to the Owner.

C. Trenching and Backfilling Under Pavement

1. Trenches located under areas where asphalt concrete or concrete pavement occurs, shall be backfilled with sand (a layer six (6) inches below the pipe and three (3) inches above the pipe) and compacted in layers to 95% compaction, using manual or mechanical tamping devices. Trenches for piping shall be compacted to equal the compaction of the existing adjacent undisturbed soil and shall be left in a firm unyielding condition. All trenches shall be left flush with adjoining finish grade. The Contractor shall set piping in place, cap, and pressure test all piping under paving prior to the paving work.
2. Generally piping under existing pavement is done by jacking, boring or hydraulic driving, but where any cutting or breaking of concrete pavement is necessary, it shall be done and replaced by the Contractor at no cost to the Resident Engineer. Permission to cut or break concrete pavement shall be obtained from the Resident Engineer. No hydraulic driving will be permitted under concrete pavement.
3. Provide a minimum soil cover of 24 inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphaltic concrete pavement.

D. Assemblies

1. The routing of irrigation lines as indicated on the Drawings is diagrammatic only. Install lines and various assemblies in such a manner as to conform with the Drawings.
2. Install no multiple assemblies in plastic lines. Provide each assembly with its own outlet.
3. Install all assemblies specified herein in accordance with their respective details. In absence of Drawings or Specifications pertaining to specific items required to complete this work, perform such work in accordance with best standard practice with prior approval of the Resident Engineer.
4. PVC pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before installation. Installation and solvent welding methods shall be as recommended by the pipe and fitting manufacturer.
5. On PVC to metal connections work the metal connections first. Teflon tape or approved equal, shall be used on all threaded PVC

to PVC and threaded PVC to metal joints. Apply a light wrench pressure only. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be solvent welded.

E. Assembling Pipe and Fittings:
   1. Inspect all pipe and fittings before installation.
   2. Keep pipe free from dirt and pipe scale. Cut pipe ends square and debur. Clean pipe ends of loose pipe shavings.
   3. Keep ends of assembled pipe capped. Remove caps only when necessary to continue assembly.
   4. Install pipe with all markings up for visual inspection and verification.
   5. All lines shall have a minimum clearance of six (6) inches from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.
   6. Maintain 10-foot minimum horizontal separation from all potable water piping. Where reclaimed and potable water pressure main line piping cross, the reclaimed water piping shall be installed below the potable water piping on a PVC Class 200 pipe sleeve which extends a minimum of five (5) feet on either side of the potable water piping. Provide a minimum vertical clearance of six (6) inches.
   7. Use only strap-type friction wrenches for threaded plastic pipe.
   8. Snake pipe from side to side within the trench.

F. Line Clearance
   1. All lines shall have a minimum clearance of six (6) inches from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.

G. Electric Control Valve Installation
   1. Install electric control valves as indicated on the Drawings. When grouped together, allow at least twelve inches between electric control valves. Install each electric control valve in a separate valve box. Each electric control valve number shall be heat-branded on valve box top with 2-inch-tall letters.
   2. The Resident Engineer shall approve electric control valve and quick coupling valve box locations prior to final installation.

H. Valve Box Installation
   1. Install valve boxes as indicated on the Drawings. When grouped together, allow at least twelve inches between valve boxes.
   2. Heat brand valve box identification as indicated on Drawings.

I. System Flushing
   1. After pipelines and risers are in place and connected and all necessary diversion work has been completed, and prior to installation of sprinkler heads, the control valves shall be opened, and a full head of water used to flush out the system. Sprinkler heads shall be installed only after flushing of the system has been performed.

J. Sprinkler Head Installation
   1. Install the sprinkler heads as indicated on the Drawings.
   2. Spacing of sprinkler heads shall not exceed the maximum spacing as indicated on the Drawings. In no case shall the spacing exceed the maximum recommended by the manufacturer.
   3. Install check valves on sprinkler heads that drain water after the control valve is turned off. "Low head" drainage will not be allowed on sprinkler heads.

K. Landscape Drip Installation
   1. Install the dripline and drip emitter components as indicated on the Drawings.
   2. Spacing of dripline shall not exceed the maximum spacing as indicated on the Drawings.

L. Sleeving
   1. Extend sleeve ends a minimum of 24 inches beyond the edge of the paved surface. Cover pipe ends and mark with stakes. Route wire through and tie at each end to stakes.

801-3.04 TEMPORARY REPAIRS

A. The Owner and/or Resident Engineer reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition.

801-3.05 INSTALLATION OF OTHER COMPONENTS

A. Tools and Spare Parts
   1. Prior to the Pre-Maintenance Walkthrough, supply the Resident Engineer operating keys, servicing tools, test equipment, and any other items as indicated on the Drawings.

B. Other Materials
   1. Install other materials or equipment to be part of the irrigation system, as indicated on the Drawings, even though such items may not have been referenced in this Specification.

801-3.06 FIELD QUALITY CONTROL

A. Adjustment of the Irrigation System
   1. Flush and adjust all sprinkler heads and drip systems for optimum performance and to reduce overspray onto walks, roadways, and buildings as much as possible.
   2. If it is determined that adjustments to the sprinkler heads will provide proper and more adequate coverage, the Contractor shall make such adjustments prior to any planting. Adjustments may also include changes in nozzle sizes and degrees of arc as required.
   3. Lowering raised sprinkler heads by the Contractor shall be accomplished within 10 days after notification by the Resident

Engineer.

4. All sprinkler heads shall be set perpendicular to finish grades unless otherwise indicated on the Drawings.

B. Irrigation System Testing

1. The Contractor shall request the presence of the Resident Engineer at least 48 hours in advance of irrigation system testing.
2. Testing of pressure mainline shall occur prior to installation of any electric control valves.
3. The Contractor shall test all pressure lines under hydrostatic pressure of 150 PSI for a period of one (1) hour. Leaks that develop in the tested portion of the system shall be located and repaired after each test period when a drop of more than 5 pounds per square inch (35 kPa) is indicated by the pressure gauge.
4. After the leaks have been repaired, the one (1) hour pressure test shall be repeated, and additional repairs made until the drop-in pressure is less than five pounds per square inch or less. All piping (pressure and non-pressure) under pavement shall be pressure tested under a hydrostatic pressure of 150 PSI for a period of two (2) hours.
5. If during the pressure test, a pressure drop occurs - indicating a leak, replace the faulty joints and repeat the pressure test until the entire system is proven watertight.
6. All hydrostatic tests shall be made only in the presence of the Resident Engineer. No pipe shall be backfilled until it has been observed, tested and approved in writing.
7. The Contractor is to furnish the necessary force pump and all other test equipment for the hydrostatic pressure test.
8. When the irrigation system hydrostatic pressure test and is completed, perform a sprinkler coverage test in the presence of the Resident Engineer. Determine if the water coverage is complete and adequate. Furnish all materials and perform all work necessary to correct any inadequacies of water coverage due to deviations from the Drawing.
9. Upon completion of each phase of work, the entire system shall be coverage tested and adjusted to meet specific site requirements.

801-3.07 IRRIGATION SYSTEM MAINTENANCE

A. The entire irrigation system shall be under full, automatic operation for a period of seven (7) days prior to beginning any planting. The Resident Engineer reserves the right to waive or shorten this operation period.

801-3.08 CLEAN UP

A. Clean up shall be made by Contractor as each portion of work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broom swept or washed down, and any damage sustained to the work of other contractors shall be repaired to their original conditions at no cost to the Owner.

B. Upon completion of the Work, the Contractor shall smooth all ground surfaces. Remove excess materials such as rubbish, debris and sweep adjacent streets, curbs, gutters, walkways, and trails. Remove construction equipment from the premises.

801-3.09 FINAL WALKTHROUGH PRIOR TO ACCEPTANCE

A. The Contractor shall operate the irrigation system in its entirety for the Resident Engineer at the time of the Final Walkthrough. Any items deemed not acceptable by the Resident Engineer shall be reworked until accepted.

B. The Contractor shall show evidence to the Owner that the Resident Engineer has received all accessories, charts, "As-built drawings", and equipment as required before the Final Walk through will be performed.

801-3.10 SITE VISIT OBSERVATION SCHEDULE

A. The Contractor shall be responsible for notifying the Resident Engineer in advance of the following site visits:

1. Pre-Job or "Kick-Off" meeting - 7 days.
2. Pressure supply line installation and testing - 2 days.
3. Irrigation controller installation - 2 days.
4. Control wire installation - 2 days.
5. Lateral line, sprinkler head and dripline installation - 2 days.
6. System coverage test - 2 days.
7. Final Walkthrough - 7 days.

The owner may request the attendance of the Landscape Architect at these meetings, or any other time as deemed necessary.

801-4 IRRIGATION MEASUREMENT AND PAYMENT

801-4.01 MEASUREMENT

A. Work of this section completed in accordance with the Contract Documents will be measured by the contract unit or fraction thereof listed in the Schedule of Quantities and Prices. The quantities contained on the Schedule of Quantities and Prices as derived from the drawings and measured by the Resident Engineer will be used as the basis for this measurement. For Lump Sum, measurement of partial payment will be in accordance with the Schedule of Values addendum submitted by the Contractor.

801-4.02 PAYMENT

A. Work of this section completed in accordance with the Contract Documents will be paid for at the applicable unit price as listed in the Schedule of Quantities and Prices. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision and incidentals necessary to

complete the work of this section as described by the Contract Documents. For Lump Sum, partial payment will be in accordance with the Schedule of Values submitted by the Contractor.

802-1 LANDSCAPE MAINTENANCE

802-1.01 CONDITIONS

A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the Work specified in this Section.

802-1.02 - SCOPE OF WORK

A. Furnish all labor, material, equipment, transportation and services required to maintain landscape in a healthy growing condition and in a neat and attractive appearance throughout the Maintenance Period, as shown on the Drawings and specified herein.

B. Scope of work: The general extent of landscape maintenance may include, but is not limited to the following:

1. Tree, shrub, ground cover and turf areas.
2. Irrigation systems.
3. General site clean-up.

802-1.03 REFERENCES AND REGULATORY REQUIREMENTS

A. State of California Department of Transportation Standard Specifications, latest edition.

802-1.04 QUALITY ASSURANCE

A. Control of work: Comply with Section 5 of the CalTrans Standard Specifications, latest edition.

B. Control of materials: Comply with Section 6 of the CalTrans Standard Specifications, latest edition.

C. The Contractor shall be experienced in horticulture and landscape maintenance, practices, and techniques, and shall provide sufficient number of workers with adequate equipment to perform the work during the Maintenance Period.

802-1.05 MAINTENANCE PERIOD

A. Maintenance Period shall be ninety (90) Calendar days.

B. Maintain the entire project area during progress of work and during the specified Maintenance Period or until final acceptance of the project. Maintenance shall continue beyond the Maintenance Period, as required, until final acceptance is given by the Owner.

C. Maintenance Period shall not start until all elements of construction, planting and irrigation for the entire project are in accordance with Contract Documents. A main requirement is that all lawn and landscape areas be planted and that all lawn areas show an even, healthy stand of “sod-like” turf which shall have been mown twice. If such criteria are met to the satisfaction of the Owner’s Representative, written notification shall be issued to establish the effective beginning date of the Maintenance Period.

D. All elements listed on the Pre-maintenance Punch-list must be completed to the satisfaction of the Owner’s Representative. The Maintenance Period shall, per the discretion of the Owner’s Representative, be allowed to start and finish at different times in different areas as applicable, if authorization of the Owner is obtained.

E. Any day of improper maintenance, as determined by the Owner’s Representative, shall not be credited as an acceptable Maintenance Period Day. The Maintenance Period shall be extended on a daily basis if the work is not in accordance with the Plans and Specifications until proper maintenance, as determined by the Owner’s Representative, is being performed.

F. Contractor shall provide protection to the project site against trespass, vandalism, or theft during the Maintenance Period. Any damage caused by the lack of adequate site protection shall be repaired or replaced at no additional cost to the Owner.

802-1 Payment for the preceding requirements for Landscape Maintenance Bid item shall be per lump sum unit (LS) price bid and shall include full compensation for furnishing and performing all work, including all labor, tools, equipment and materials and no additional compensation will be allowed therefor.

802-1.06 - GUARANTEE AND REPLACEMENT

A. All work executed under the Contract shall be guaranteed for the duration of the Maintenance Period and for a period of one (1) year after Final Acceptance of project against any and all poor, inadequate or inferior materials and/or workmanship, acts of God, animal or insect damage or improper maintenance, as determined by the Owner. Material shall be replaced by the Contractor at Contractor’s expense.
B. Any materials found to be dead, missing, or not in a satisfactory or healthy condition during the Maintenance Period shall be replaced immediately. The Owner’s Representative shall be the sole judge as to the condition of material. Material to be replaced within the Guarantee Period shall be replaced by the Contractor within five (5) days of written notification by the Owner. All

replacement materials and installations shall comply with the Plans and Specifications.

802-1.07 - OBSERVATION SCHEDULE

A. Observations shall be requested by the Contractor from the Owner's Representative as per observations listed in specifications Sections 801-1.14 and 801-3.10.

802-1.08 - FINAL ACCEPTANCE OF THE PROJECT

B. Upon completion of all project work, including the Maintenance Period, the Owner's Representative will, upon written request from Contractor, make an observation to determine final project acceptability. The Contractor shall notify the Owner's Representative a minimum of two (2) working days in advance of anticipated completion.

C. Where observed work does not comply with the Contract Documents, replace rejected work and continue specified Maintenance Period until re-inspection by the Owner's Representative and project has been determined to be acceptable. The Contractor shall repair, replace or otherwise correct all non-compliant work, continue Landscape Maintenance Period, and make another written request to the Owner's Representative to verify punch-list completion. All replacement materials and installations shall be in accordance with the Plans and Specifications. Remove rejected work and materials immediately from project. Prior to date of final observation, Contractor shall provide the Owner's Representative with all Record Drawings, turnover items and written Guarantee Statement in accordance with the Contract Documents.

802-1.09 – MATERIALS

A. All materials used shall conform to Specifications or shall otherwise be acceptable to the Owner. The Owner shall be given a monthly record of all herbicides, insecticides and disease control chemicals used.

B. General fertility maintenance fertilizer: shall consist of the following percents by weight:

5%	nitrogen
3%	phosphoric acid
1%	potash

C. Slow-release fertilizer: shall consist of the following percents by weight:

12%	nitrogen
8%	phosphoric acid
8%	potash

802-2 EXECUTION

802-2.01 GENERAL

A. Proper maintenance, including watering, weeding, mowing, edging, fertilization, repairing and protection shall be required until entire project is finally accepted, but in any event for a period of not less than the specified Maintenance Period.

B. Maintenance shall be according to the following standards. All areas shall be weeded and cultivated at intervals of not more than ten (10) days. Watering, trash and debris removal, mowing, rolling, edging, trimming, fertilization, spraying and pest control, as required, shall be included in the Maintenance Period. Street gutters and sidewalks shall be included. The Contractor shall be responsible for maintaining adequate protection of the area. Damaged areas shall be repaired at the Contractor's expense. Between the 15th day and the 20th day of the Maintenance Period, the Contractor shall reseed or resod all spots or areas within the turf where normal turf growth is not evident. Replenish mulch to originally specified depth on a monthly basis, or more frequently as required.

802-2.02 - TREE AND SHRUB AND GROUNDCOVER CARE

A. Watering
   1. Water appropriately (based on plant type) to insure vigorous and healthy growth until work is accepted. Maintain the water basins around trees and shrubs so that water can be applied to establish moisture through the major root zone. Water enough that moisture penetrates throughout root zone and only as frequently as necessary to maintain healthy growth. Refer to irrigation schedule as noted on Plans. When hand watering use a water wand to break the water force

B. Weed Control
   1. Entire project site shall be kept free of weeds at all times. Control new weed growth with recommended, legally approved pre-emergent herbicides. If weeds develop, use recommended, legally approved herbicides.
   2. Keep basins and areas between plants free of weeds. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent weed germination.
   3. No herbicide shall be used without the Owner's Representative's prior consent. Use only herbicides in accordance with manufacturer's recommendations. If selective herbicides are used, extreme caution shall be observed so as not to damage any other plants. Spraying shall be done only under windless conditions.

C. Insect and Disease Control

1. Maintain a reasonable control with approved materials.
2. Disease and insect damage shall be controlled by the use of fungicides and insecticides, subject to the prior consent of the Owner's Representative. Rodent mitigation shall be accomplished using legal means other than poison baits.

D. Fertilization
   1. Fertilize all planting areas with the following:
      a. Commencement of Maintenance Period - 5 lbs. per 1,000 square feet with general fertility maintenance fertilizer.
      b. At the end of the first 30-day Maintenance Period - 5 lbs. per 1,000 square feet with general fertility maintenance fertilizer.
      c. At the end of the Maintenance Period and at 30-day intervals should Maintenance Period be extended - 10 lbs. per 1,000 square feet with slow-release fertilizer.
   2. Avoid applying fertilizer to the root ball and base of main stem; rather, spread evenly under plant to drip line. Rates will vary from about a cup of nitrate fertilizer (depending on nitrogen percentage) around a newly installed small plant to about one-half (1/2) lb. of actual nitrogen per inch of trunk diameter measured four feet from the ground for mature trees.

E. Protection
   1. The Contractor shall maintain protection of the planted areas. Damaged areas shall be repaired or replaced at the Contractor's expense. Install a temporary maintenance fence for the entire length of Maintenance Period around all turf areas, unless otherwise specified by the Owner.

F. Replacement of Plants
   1. Replace dead, dying and missing plants with plants of a size, condition and variety to match plants acceptable to Owner at Contractor's expense under the conditions stated in the Guarantee and Replacement section of these specifications.

802-2.03 IRRIGATION SYSTEM

A. System Observation
   1. The Contractor shall check all systems for proper operation on a weekly basis and make all necessary repairs. Lateral lines shall be flushed out by removing the last sprinkler head at each end of the lateral. All equipment shall be adjusted as necessary for proper coverage and function. All heads are to be adjusted as necessary.

B. Repairs
   1. Repair all damages to irrigation system at the Contractor's expense. Repairs shall be made within twenty-four (24) hours.

802-2.04 TRASH

A. Remove trash and debris weekly. Dispose in a legal manner.

B. Remove trash in all project areas including adjacent pedestrian walkways and parking areas.

802-2.05 FIELD QUALITY CONTROL

A. Final Review: At or near the end of the specified Maintenance Period, the Contractor shall make a written request for a final review and the work shall be reviewed for conformance with the Construction Documents. If work is not accepted at the time of review, a punch-list of items requiring attention will be issued to the Contractor for correction. The Maintenance Period shall be extended at the Contractor's sole cost as necessary. Upon completion of the punch-list the Contractor shall again make a written request for review. If, upon re-visiting the site, it is found that the punch-list has not been completed, the review shall end, and the Contractor shall be back-charged for all additional visits.

B. All re-inspections required due to Contractor not being prepared or non-conformance with the Construction Documents shall be back charged to the Contractor.

C. Final Acceptance: When work is found to be in conformance with the Contract Documents, subject to the discretion of the Owner's Representative, a statement of Final Acceptance shall be issued to the Contractor.

802-3 MAINTENANCE MEASUREMENT AND PAYMENT

802-3.01 MEASUREMENT

A. Work of this section completed in accordance with the Contract Documents will be measured by the contract unit or fraction thereof listed in the Schedule of Quantities and Prices. The quantities contained on the Schedule of Quantities and Prices as derived from the drawings and will be used as the basis for this measurement. Lump Sum measurement of partial payment will be in accordance with the Schedule of Values addendum submitted by the Contractor.

802-3.02 PAYMENT

A. Work of this section completed in accordance with the Contract Documents will be paid for at the Lump Sum (LS) unit price as listed in the Schedule of Quantities and Prices. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision, and incidentals necessary to complete the work of this section as described by the Contract Documents. Lump Sum partial payment will be in accordance with the Schedule of Values submitted by the Contractor.

Bid Item No. 19A: Landscape Maintenance (90 Days)

The Contractor shall be responsible for the maintenance of all the planting, irrigation and hardscape for a period of 90 calendar days from the date of substantial completion of all work.

Landscape maintenance shall comply with the requirements of subsection 308-6 of the Standard Specifications, except as shown in these special provisions. The fifth paragraph of this subsection is hereby modified to require a 90-calendar day maintenance period. The maintenance period shall be after the City has notified the Contractor of preliminary acceptance of all site improvements. Acceptance shall include but not be limited to the following: All materials as set forth in the contract shall be installed and operating according to City requirements.

During the maintenance period, all plants and planted areas shall be kept well-watered and seed free at all times.

In order to expedite the plant establishment work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any planting is done until the end of the maintenance period.

Depressions caused by vehicles, bicycles, or foot traffic are to be filled, leveled and replanted.

Gophers and moles are to be exterminated, and their damages are to be repaired.

During the maintenance period, the Contractor shall apply 25 lbs. Gro-Power 5-3-1 per 1000 square feet to all planted areas on a 30-day interval (minimum of three (3) applications) and notify the City or City's representative the day it will be done. Final application to be 10 days prior to final acceptance. All fertilizer to be delivered to the site and approved by the City or City's representative prior to installation.

All paved areas including street curbs and gutters will be maintained in a neat and clean condition at all times, as directed by the City or City's representative.

Disease and Pest Control: Throughout the maintenance period, all plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be retained by the Contractor to recommend and apply all pesticides, herbicides and fungicides.

Each of the Contractor's working crews shall have a responsible leadman who may represent Contractor to discuss work results with the designated representative of the City.

Contractor shall submit monthly maintenance records to City Maintenance Staff.

Contractor shall contact designated representative of the City at monthly intervals for the purpose of conducting walk-through inspections of all maintained facilities.

Discrepancies will be noted and responsible party shall attempt to eliminate problems immediately.

City shall hold the 10% retention amount of the total contract cost until the 90-day maintenance period is up or maintenance and plant establishment is complete whichever occurs last. Final acceptance of project improvements will only occur after maintenance and plant establishment are complete.

This work shall consist of weekly inspection of the project site, maintaining the landscaped areas clear of any debris, cleaning graffiti on the hardscape within 48 hours, pruning plants and repair and replacement of any irrigation and electrical equipment damaged by vandalism or traffic.

Maintenance of all irrigation equipment shall be performed in accordance with the manufacturer's maintenance and operations manual for each unit installed. Copies of all said manuals shall be submitted to the Engineer at the completion of installation.

Pruning of plants shall be consistent with American National Standards Institute (ANSI) A300-1995, "Tree, Shrub and Other Woody Plant Maintenance-Standard Practices," and "Tree-Pruning Guidelines," published by the International Society of Arboriculture (ISBN 1-881956-07-5).

Payment

Payment for the preceding requirements shall be per lump sum unit (LS) price bid and shall include full compensation for furnishing and performing all work, including all labor, tools, equipment and materials and no additional compensation will be allowed therefor.

CITY OF COSTA MESA
PUBLIC WORKS

C&D Debris Diversion Facilities in Orange County

Construction & Demolition Debris Diversion Facilities (Please call facility to verify information)			Materials Accepted															
Facility	City	Phone	Mixed C&D	Asphalt/Concrete	Brick/Masonry/Tile	Cardboard	Wood	Metals	Landscape Debris	Carpet	Green Waste	Dirt	Glass	Drywall	Flooring	Appliances	Rebar	Tires
CR&R. Inc.	Stanton	(714) 890-6300	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
DBW Associates Inc.	Anaheim	(714) 630-8551						X										
Ewles Materials	Irvine	(949) 552-6008		X														
Ewles Materials	Stanton	(714) 894-0032		X														
Ewles Materials	SJC	(949) 728-0436		X														
Greenstone Materials, Inc.	SJC	(949) 728-0500		X	X		X	X	X		X	X					X	
Griffith Company	Irvine	(800) 616-7625		X														
Madison Materials, Inc. / Ware	Santa Ana	(714) 664-0159	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
OC Recycling	Santa Ana	(714) 732-9253				X		X								X		
Rainbow Env. Services/Transfer	HB	(714) 847-3581	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Republic Services	Anaheim	(714) 238-3301	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X
R.J. Noble	Orange	(714) 637-1550	X	X	X	X	X			X	X							
Robert's Waste & Recycling	Santa Ana	(714) 577-2533	X	X	X			X	X		X	X						
Tierra Verde EcoCentre	Irvine	(949) 551-0363	X	X	X	X	X	X	X	X	X	X	X	X	X		X	
Tierra Verde La Pata	SJC	(949) 728-0401					X		X		X							
Truck and Go Delivery	Anaheim	(888) 412-4790	X	X	X	X	X		X	X	X	X		X	X			
WM - Sunset Environmental TS	Irvine	(949) 654-1562	X	X	X		X	X		X			X	X	X	X	X	

Disclaimer: Costa Mesa is not liable for any errors, omissions, or changes on this list, nor does it guarantee the accuracy of any information regarding materials, services or products. These are privately owned facilities and are not affiliated with the City of Costa Mesa. This list is not intended to be exhaustive but has been developed to assist customers in finding recycling facilities. Updated: 1/4/23

WasteHaul@costamesaca.gov • (714) 754-5323

SECTION "G"

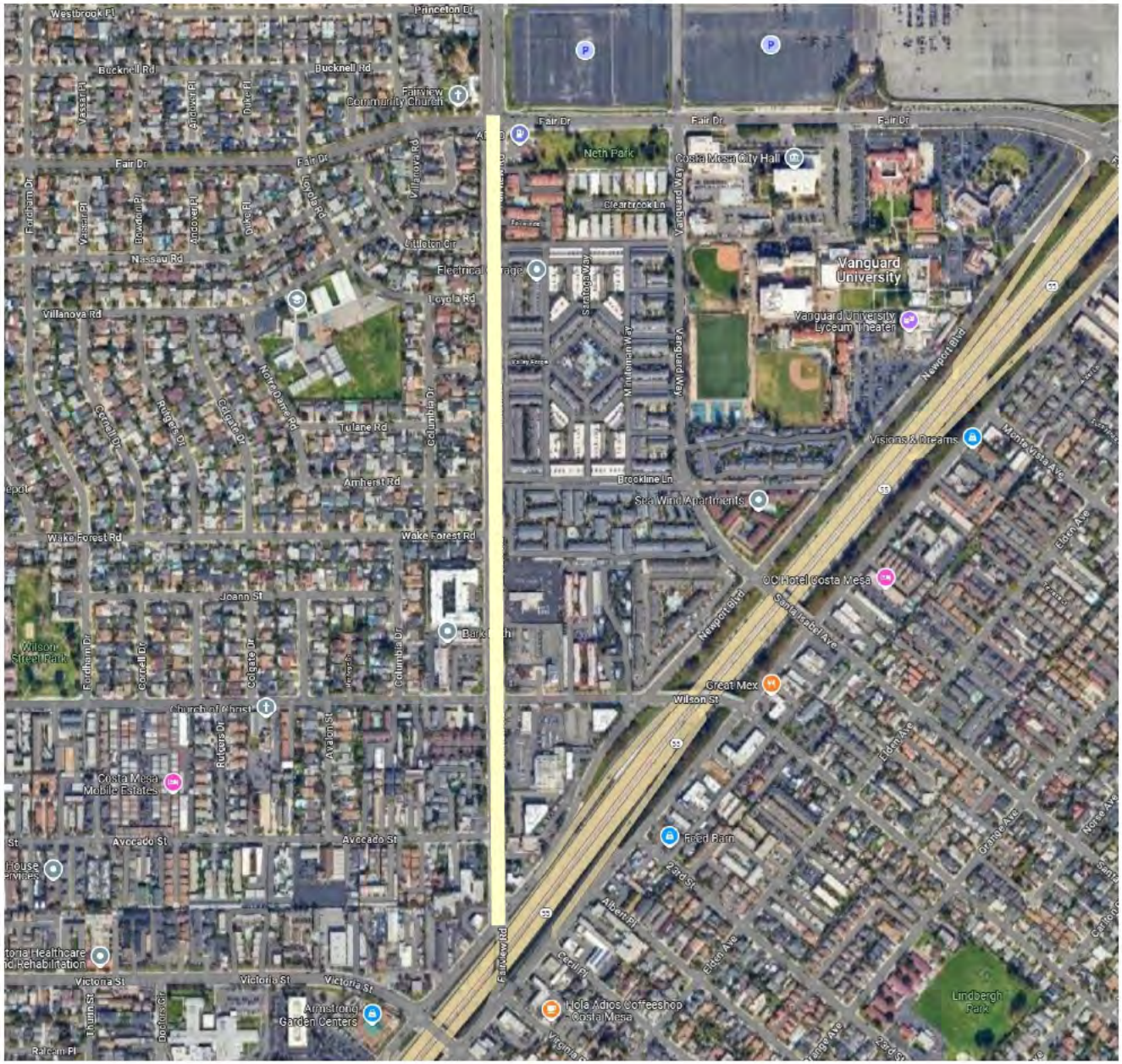
APPENDIX "A"

PROJECT LOCATION MAP

FAIRVIEW ROAD (FAIR DRIVE TO NEWPORT BOULEVARD)

PROJECT LOCATION MAP

Fairview Road
Fair Dr. to Newport Blvd.



SECTION "G"
APPENDIX "B"

SELF-HAUL SOLID WASTE REPORTING FORM AND C&D DEBRIS DIVERSION FACILITIES IN ORANGE COUNTY

Self-Haul Solid Waste Reporting Form
Construction & Demolition Per-Project Permit

Permitted Self-Haul Contractor/Resident/Business Name:	Building Permit No.:
Jobsite Address:	Project Valuation:

Solid Waste Hauling Data

(corresponding weight tickets must be attached to this form and submitted electronically)

Date	Waste Type & Receiving Facility	Total Weight	Diverted	Disposed
	PROJECT TOTAL			

PERCENTAGE OF PROJECT WASTE DIVERTED _____ %

Note: Weight tickets are required for all material you haul from this jobsite. Failure to disclose any and all hauling is subject to administrative penalty and revocation of your Contractor Self-Haul Permit. If additional pages are required to list all loads hauled, duplicate this form as needed.

I hereby attest to the accuracy of this form:

Contractor Representative Signature

Date

Contractor Representative Name

City Representative Signature

For City Use Only	
1. Has Contractor provided documentation (such as weight tickets) showing proof of compliance?	Yes/No
If not, the administrative penalty calculated below shall be applied: Total Per-Project Fee $_____ x 3 = $_____	Administrative Penalty $_____ Paid on: ____/____/____
2. Has Contractor diverted 65% or the maximum amount possible of project waste?	Yes/No
If not, the administrative penalty calculated below shall be applied: Total Per-Project Fee $_____ x 2 = $_____	Administrative Penalty $_____ Paid on: ____/____/____

_____ _____

Public Services Final Sign-off Date

CITY OF COSTA MESA
PUBLIC WORKS

C&D Debris Diversion Facilities in Orange County

Construction & Demolition Debris Diversion Facilities (Please call facility to verify information)			Materials Accepted															
Facility	City	Phone	Mixed C&D	Asphalt/Concrete	Brick/Masonry/Tile	Cardboard	Wood	Metals	Landscape Debris	Carpet	Green Waste	Dirt	Glass	Drywall	Flooring	Appliances	Rebar	Tires
CR&R. Inc.	Stanton	(714) 890-6300	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
DBW Associates Inc.	Anaheim	(714) 630-8551						X										
Ewles Materials	Irvine	(949) 552-6008		X														
Ewles Materials	Stanton	(714) 894-0032		X														
Ewles Materials	SJC	(949) 728-0436		X														
Greenstone Materials, Inc.	SJC	(949) 728-0500		X	X		X	X	X		X	X					X	
Griffith Company	Irvine	(800) 616-7625		X														
Madison Materials, Inc. / Ware	Santa Ana	(714) 664-0159	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
OC Recycling	Santa Ana	(714) 732-9253				X		X								X		
Rainbow Env. Services/Transfer	HB	(714) 847-3581	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Republic Services	Anaheim	(714) 238-3301	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X
R.J. Noble	Orange	(714) 637-1550	X	X	X	X	X			X	X							
Robert's Waste & Recycling	Santa Ana	(714) 577-2533	X	X	X			X	X		X	X						
Tierra Verde EcoCentre	Irvine	(949) 551-0363	X	X	X	X	X	X	X	X	X	X	X	X	X		X	
Tierra Verde La Pata	SJC	(949) 728-0401					X		X		X							
Truck and Go Delivery	Anaheim	(888) 412-4790	X	X	X	X	X		X	X	X	X		X	X			
WM - Sunset Environmental TS	Irvine	(949) 654-1562	X	X	X		X	X		X			X	X	X	X	X	

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SECTION "G"

APPENDIX "C"

CITY AND CALTRANS STANDARD DRAWINGS

US REFLECTOR

VERTICAL DELINEATION

K71 Traffic Post

ONE OF A KIND

TECHNOLOGY FOR OUR TIMES

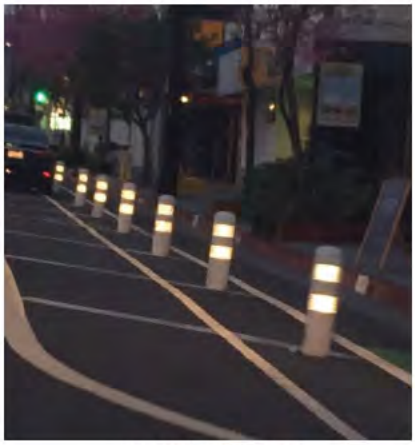
MULTI APPLICATIONS

SELF RE-ERECTING MARKER POSTS

TEMPORARY OR PERMANENT

BICYCLE LANES

CROSSWALKS



CHANNELIZATION

BRIDGES

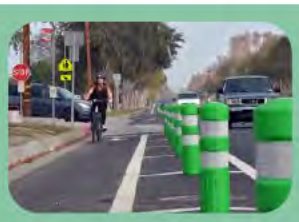
URBAN AREAS

WORK ZONES

K71 Traffic Post

Protected Bike Lanes

Over the past 20 years, US Reflector K71 bicycle lane posts have helped redefine bike lanes across north America. The K71 bollards are stronger than the flexible thinner posts commonly used and provide a much greater visual separation of traffic and bicycle lanes day & night with 2 high power reflective collars 4 inch wide each. The K71 post has become part of the Vision Zero program helping redefining safer roadways for the future. Easy to install and maintain, the K71 post 7.5 inch diameter helps motorists and bicyclists identify bike lanes from standard thin construction posts.



Bicycle impact safe, collapsible, no sharp objects, 29 inches height for safe handle bar passage, Installation: Quick and easy single point anchoring

Watch Protected Bike Lanes Video
https://www.youtube.com/watch?v=5e713fusSdw

K71 Traffic Post

K71 FLEXIBLE POST

ALL-ROUND RUGGEDNESS single piece design, self-re-erecting Marker Post.

K71 Self Re-Erecting Marker Posts are built to resist impacts over 65 m.p.h.. continuously without damaging the post or vehicle. Designed for superior traffic control, the K71 Marker Post "gives" under impact and re-erects into its vertical position without the use of springs or pivoting devices.

The K71 Marker Post takes just seconds for removal and re-installation, protects work site personnel and provides long-term safety for all road users.

SELF RE-ERECTING

The K71 flexible marker post is a single piece design traffic calming device that is manufactured with a unique blend of polyethylene and UV inhibitors. The combination of these materials offers exceptional softness characteristics and remarkable re-erecting memory.

Strong and durable with no springs or pivoting devices, the K71 takes just seconds for removal and re-installation. Bright vibrant colors and 4 inch reflective collars bring extra clarity to all types of safety installations. The K71 can be utilized in a wide range of safety enhancement applications temporary or permanent with the use of optional attachments.

Optional connection solutions

- Glue down Rubber base
- Channelizers

Rubber Base

Channelizers

ALL AROUND RUGGEDNESS

Self-Re-Erecting Marker Post, both rugged and flexible, withstands pulling, shearing and folding forces. Impervious to weather and temperature differences.

Recessed collars provide long reflective film collar life by allowing the outer post to protect the collars from shearing.

SINGLE POINT ANCHORING SYSTEM

K-71 Posts are designed with a single point anchor system that promotes quick installation and removal. K-71 post can be anchored directly to a road surface or glued to the surface using an optional disk plate. The K-71 anchor sleeve adhesive system ensures a sealed surface bond eliminating water infiltration; unlike lag bolts and lag shields

No anchor hardware required

The K71's anchor attachment system is built into the inside of the post eliminating the problems of lost or missing hardware. All that is needed is a T-bar for installation and removal.

K71 Traffic Post

INSTALLATION AND HARDWARE

UNIVERSAL - RUGGED - COMPACT - DURABLE - FLEXIBLE - SOFT

One piece anchoring
Designed for quick and effortless intervention.

Reflective film
Recessed collars for reflective film protection.

Excellent resistance to impacts
K71 Flexible Posts continue to perform even when struck at speeds exceeding 65 m.p.h. with their specially designed anchored base.

Easily Reusable
The Flexible Marker Post can be used multiple times by simply adding new sleeves in different locations.

Temporary Markers
Promote traffic flow while enhancing safety without having to worry about fallen or stolen barrels or cones.

Drill
1-2 min

Clean
5 Sec

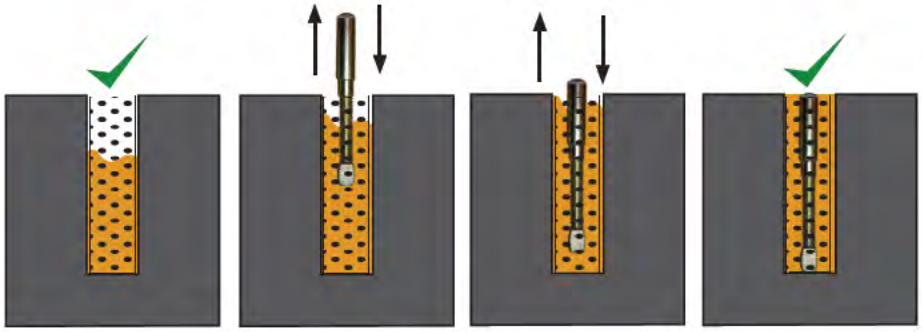
Adhesive
15-30 seconds

Insert Sleeve
< 1 minute

Position
15 seconds

Install post
15 seconds

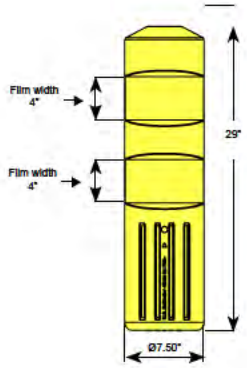
Anchor Sleeve Installation



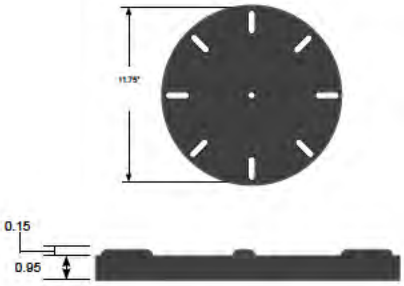
Watch installation Video
https://www.youtube.com/watch?v=UQ-W3z3wltM&t=2s

K71 Traffic Post

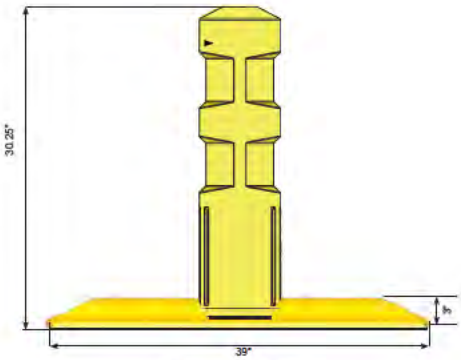
SPECIFICATIONS



K71 Post

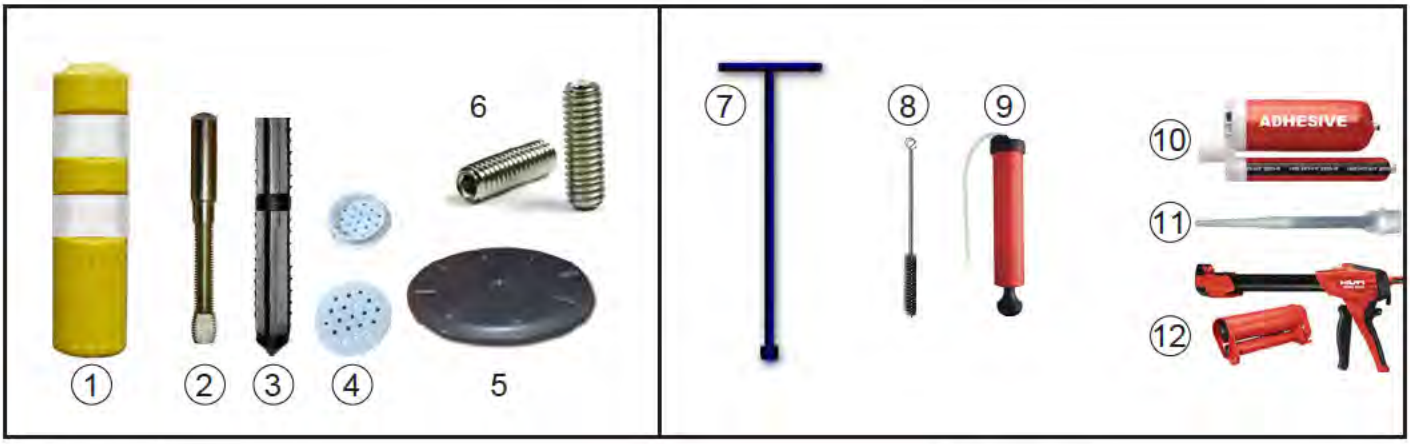


Rubber Base

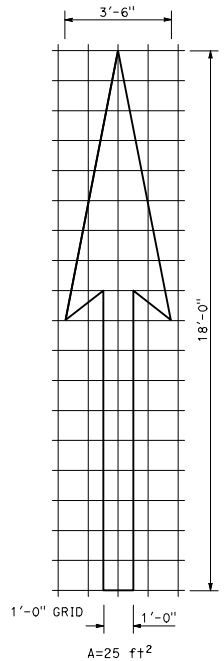


Channelizer

INSTALLATION MATERIALS

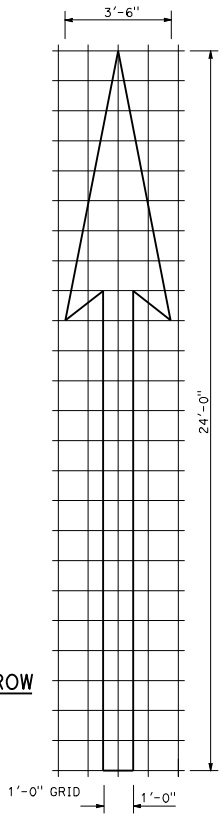


Ref	Description	Part Number
1	K71 Traffic Post	4A-0400
2	Metal anchor sleeve (For asphalt & concrete)	4A-HDW-0926
3	Nylon reinforcement screen (For asphalt only)	4A-C-HDW-0930-SCRN
4	Post cap (Optional)	4A-0400-CAPS
5	Rubber base (Use for glue down or portable weighted)	4A-0400-BASE-K71/K72
6	Anti-Debris Set Screw (Protect anchor sleeve during post removal)	4A-HDW-0935-M
7	T-Bar use for installation & removal of K71 Post	4A-HDW-0925
8	Wire brush for hole cleaning debris	4A-HDW-1inch-brush
9	Air Pump gun for cleaning hole	4A-ADH-Air-Pump-HT
10	2 Part adhesive for bonding metal anchor sleeve	4A-ADH-HY200R-112-1
11	Replacement nozzle for 2-part adhesive	4A-ADH-HY200-NOZ
12	Manual pump gun for injecting 2-part adhesive	4A-ADH-RE500-DISPENSER With Red Cartridge
13	Channelizer available in white and yellow	EVA-C-12262-W-YK71-YHI



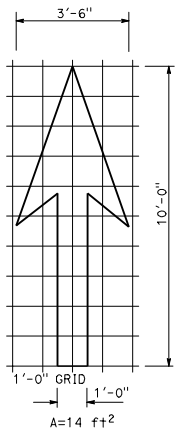
A=25 ft²

TYPE I 18'-0" ARROW



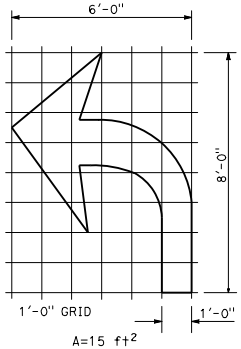
A=31 ft²

TYPE I 24'-0" ARROW



A=14 ft²

TYPE I 10'-0" ARROW



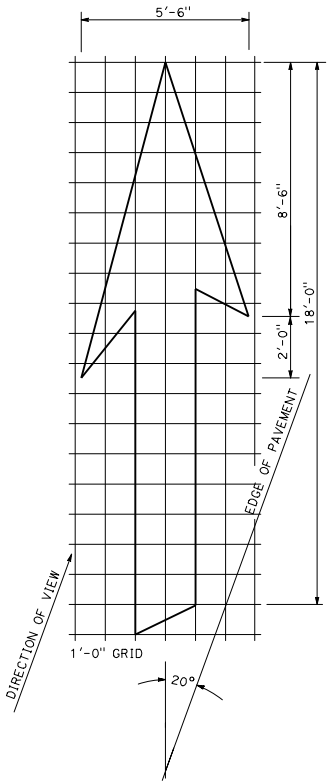
A=15 ft²

TYPE IV (L) ARROW

(For Type IV (R) arrow, use mirror image)

NOTE:

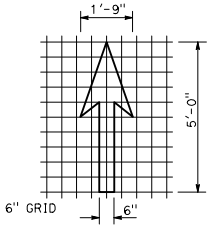
Minor variations in dimensions may be accepted by the Engineer.



A=42 ft²

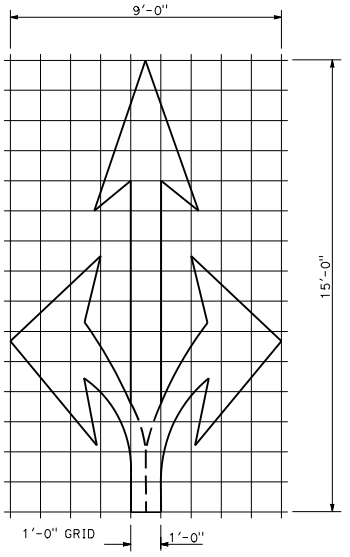
TYPE VI ARROW

Right lane drop arrow (For left lane, use mirror image)



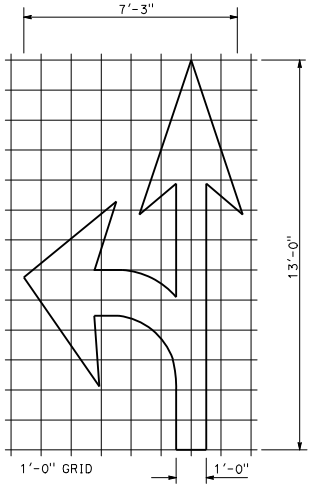
A=3.5 ft²

BIKE LANE ARROW



A=36 ft²

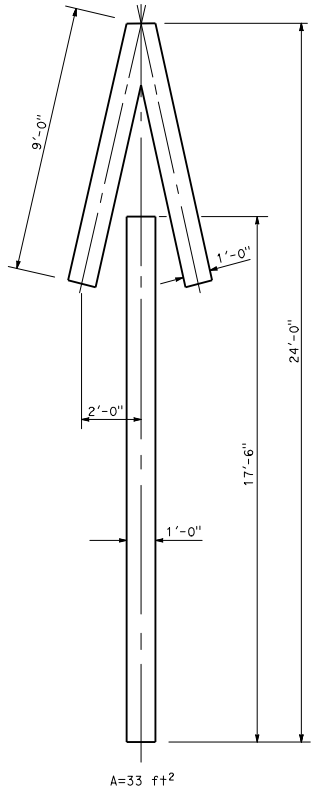
TYPE VIII ARROW



A=27 ft²

TYPE VII (L) ARROW

(For Type VII (R) arrow, use mirror image)



A=33 ft²

TYPE V ARROW

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS

NO SCALE

A24A

1-26-18

2018 STANDARD PLAN A24A

Return to Table of Contents

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
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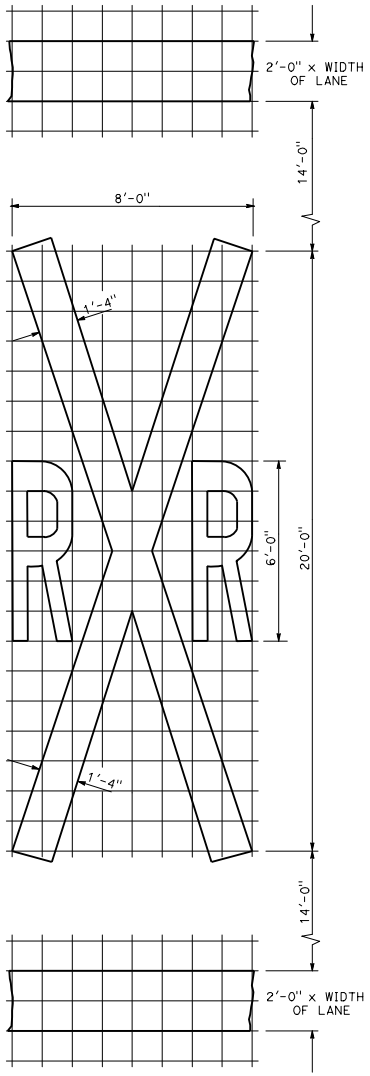
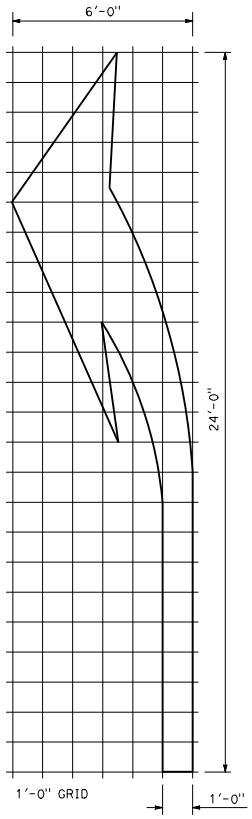


A=70 ft² ✳

RAILROAD CROSSING SYMBOL

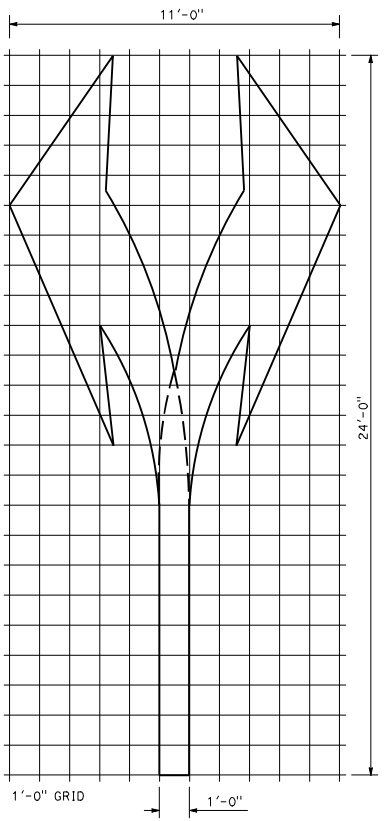
✳ 70 ft² does not include the 2'-0" x variable width transverse lines.



A=42 ft²

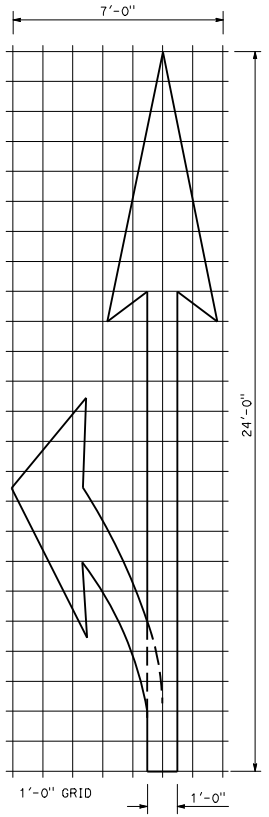
TYPE Ⅲ (L) ARROW

(For Type Ⅲ (R) use mirror image)



A=73 ft²

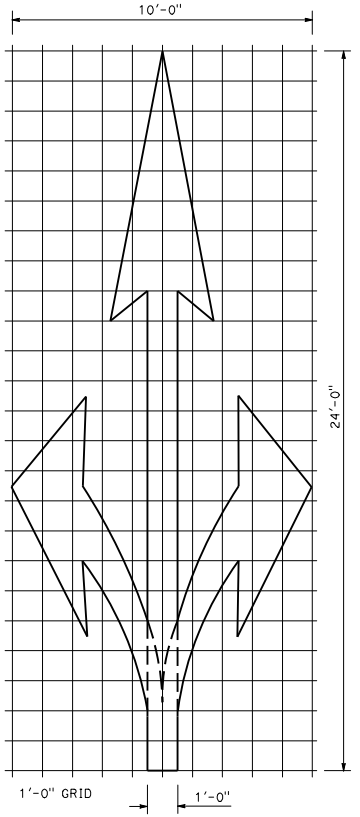
TYPE Ⅲ (B) ARROW



A=45 ft²

TYPE Ⅱ (L) ARROW

(For Type Ⅱ (R) use mirror image)



A=59 ft²

TYPE Ⅱ (B) ARROW

NOTE:

Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS AND SYMBOLS

NO SCALE

A24B

1-26-18

Return to Table of Contents

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

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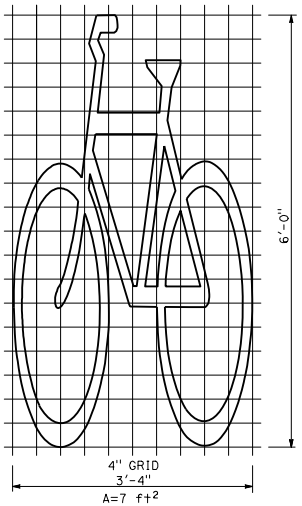
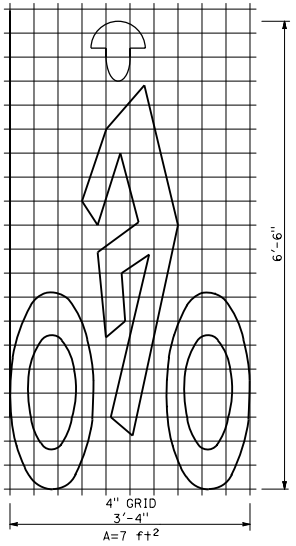
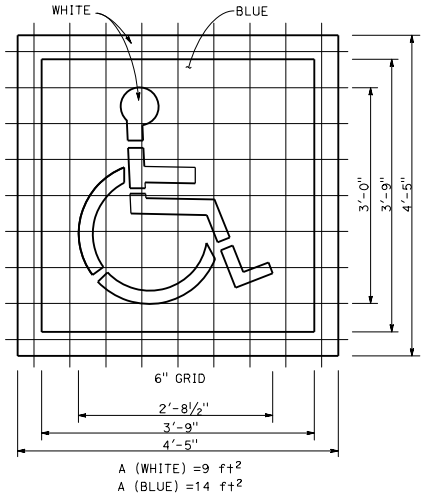


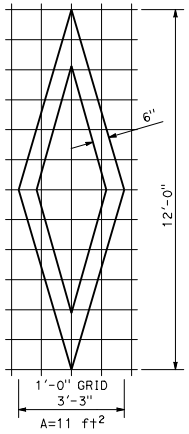
BIKE LANE SYMBOL WITHOUT PERSON



BIKE LANE SYMBOL WITH PERSON



INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING



DIAMOND SYMBOL

NOTE:

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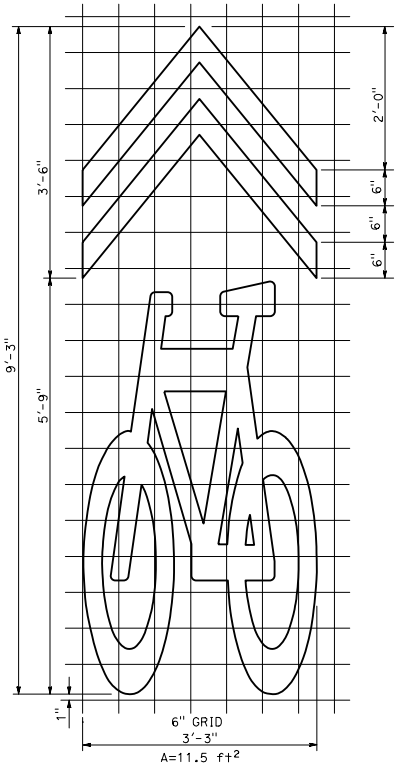
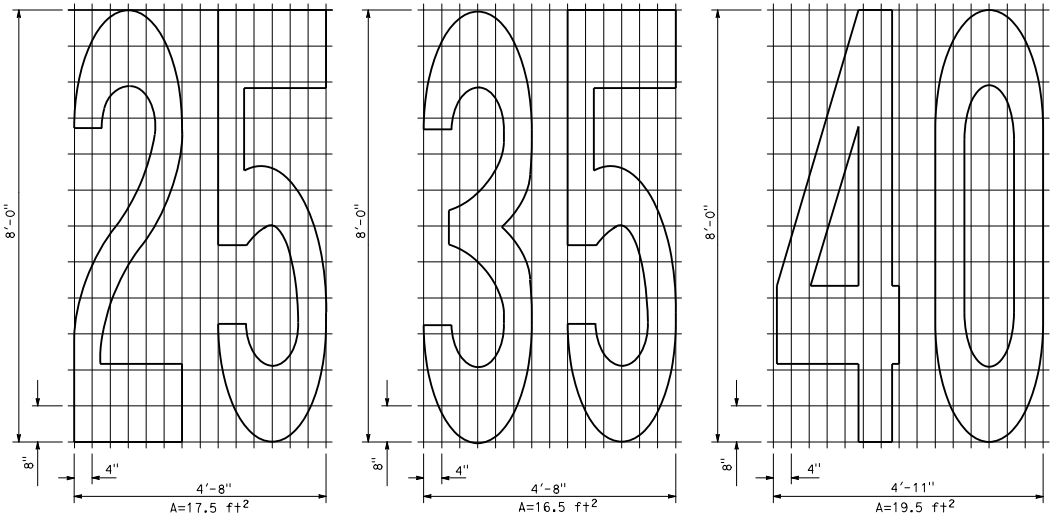
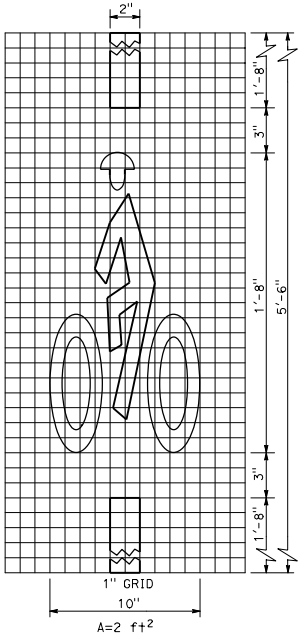


SHARED ROADWAY BICYCLE MARKING



NUMERALS



BICYCLE LOOP DETECTOR SYMBOL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS SYMBOLS AND NUMERALS

NO SCALE

A24C

1-26-18

2018 STANDARD PLAN A24C

Return to Table of Contents

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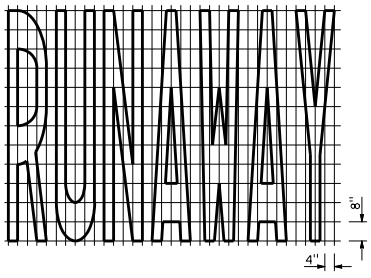
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



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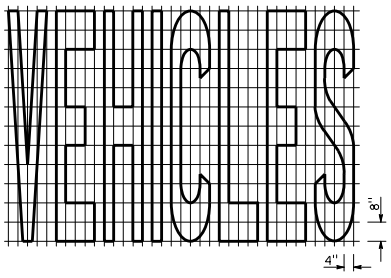

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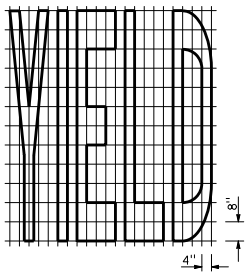

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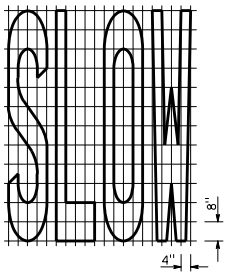

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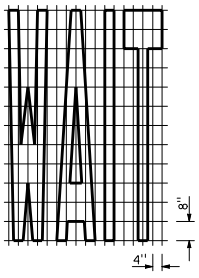

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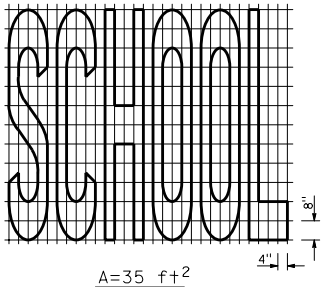

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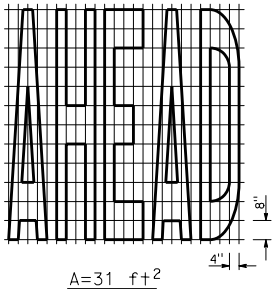

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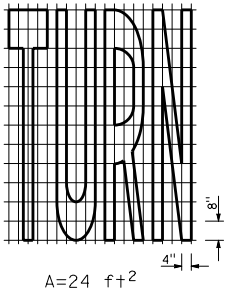

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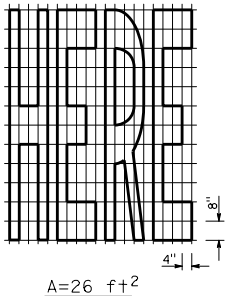

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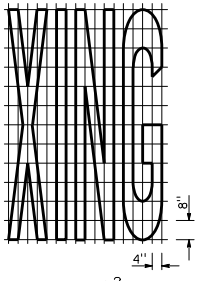

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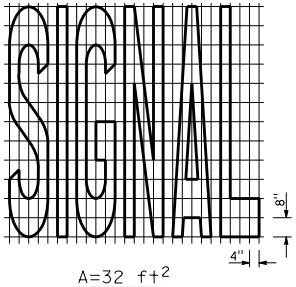

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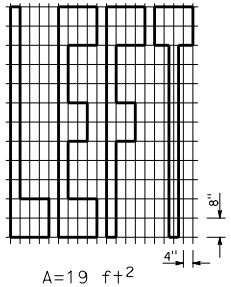

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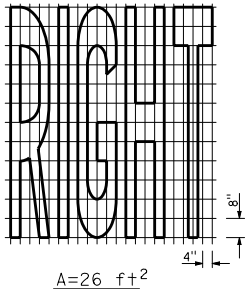

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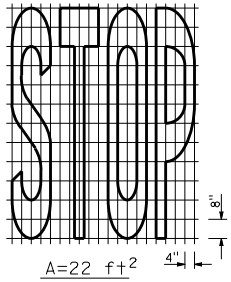

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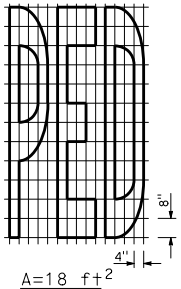

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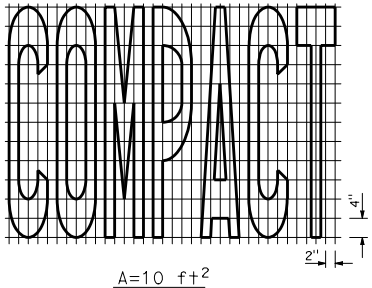

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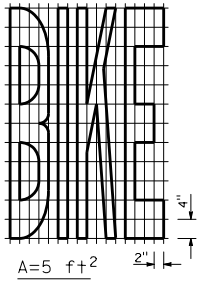

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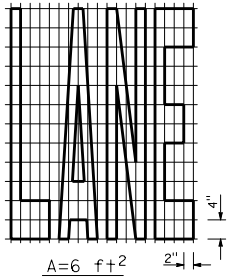

A=6 ft²

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

NO SCALE

A24D

1-26-18

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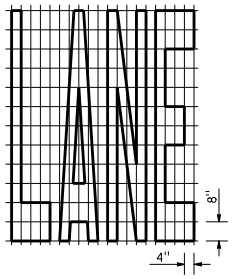
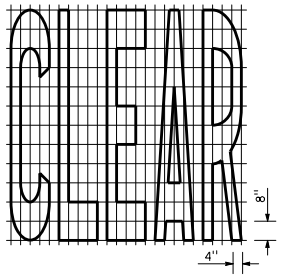
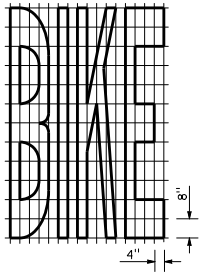


A=24 ft²



A=27 ft²



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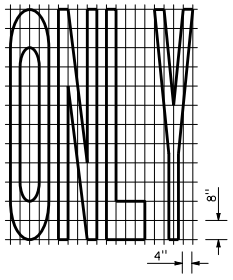
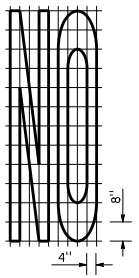


A=22 ft²



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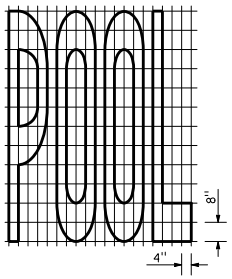

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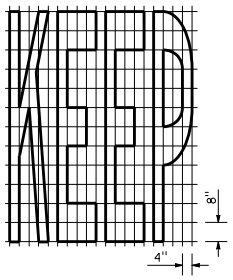

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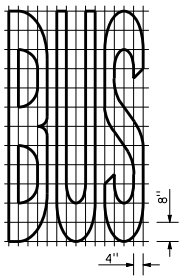

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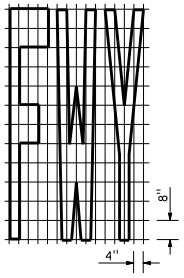

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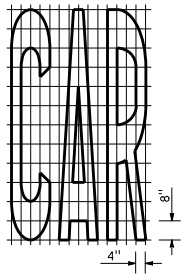
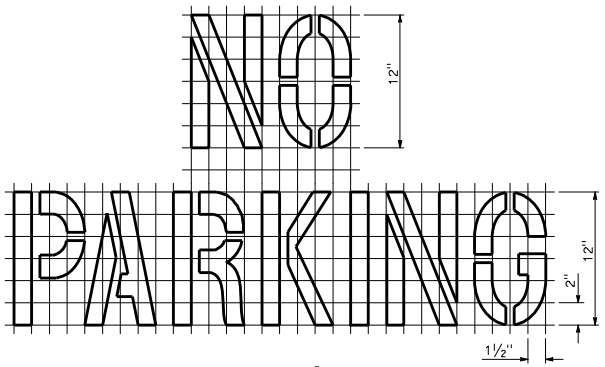


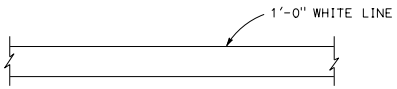
A=17 ft²

WORD MARKINGS			
ITEM	ft²	ITEM	ft²
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16

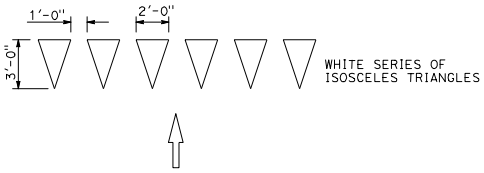


A=2 ft²

See Notes 6 and 7



LIMIT LINE (STOP LINE)



YIELD LINE

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES

NO SCALE

A24E

1-26-18

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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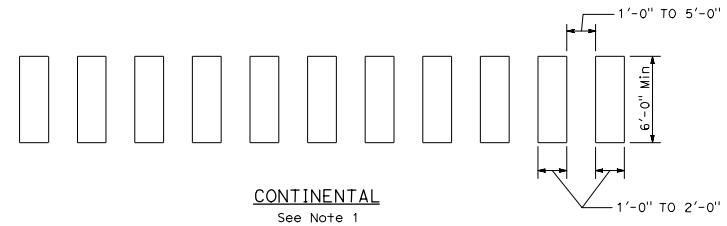
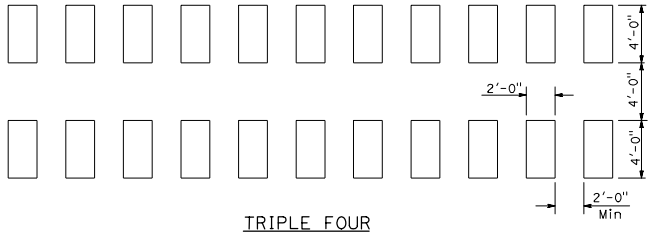
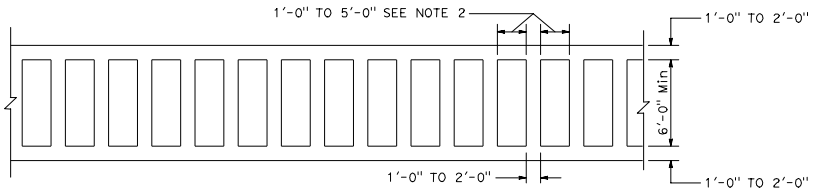


CONTINENTAL
See Note 1



TRIPLE FOUR
See Note 1



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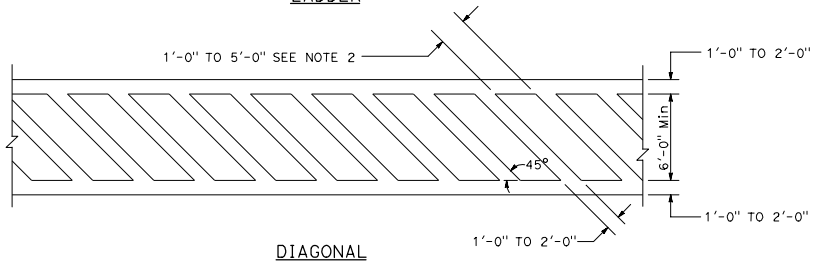
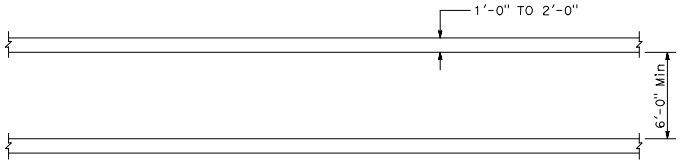


DIAGONAL

HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
CROSSWALKS

NO SCALE

A24F

1-26-18

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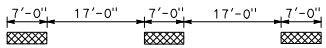
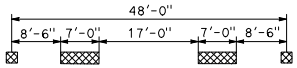
CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2



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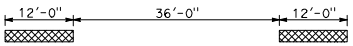
~~DETAIL 4~~ DETAIL 4 DELETED

DETAIL 5



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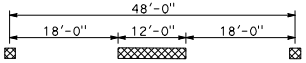

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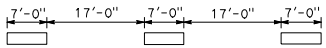
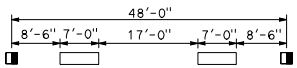
LANELINES
(MULTILANE HIGHWAYS)

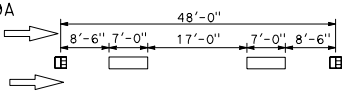
DETAIL 8



DETAIL 9



DETAIL 9A
SEE NOTE



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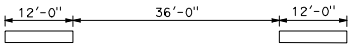
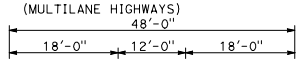
DETAIL 11

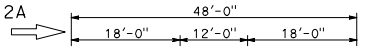


LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



DETAIL 12A
SEE NOTE



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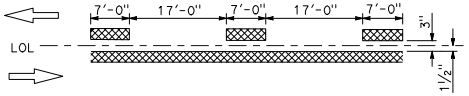
~~DETAIL 14~~ DETAIL 14 DELETED

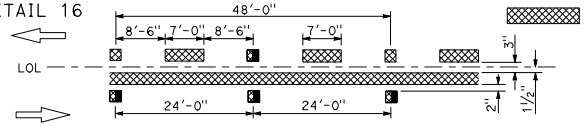
~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

DETAIL 15

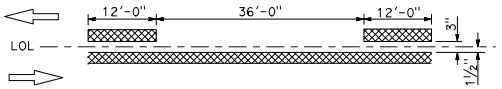


DETAIL 16

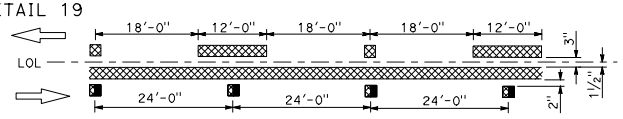


~~DETAIL 17~~ DETAIL 17 DELETED

DETAIL 18



DETAIL 19

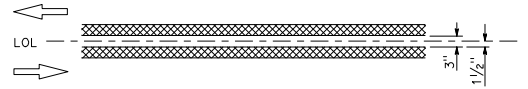


~~DETAIL 20~~ DETAIL 20 DELETED

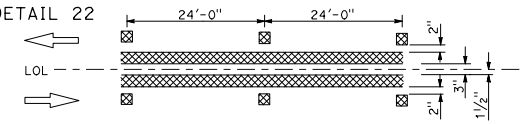
NOTE:
FOR FREEWAY APPLICATION ONLY

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

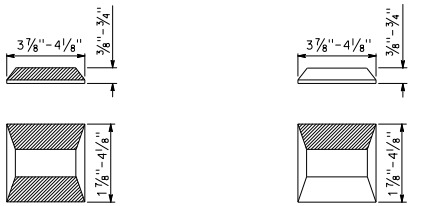
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

1-26-18

2018 STANDARD PLAN A20A

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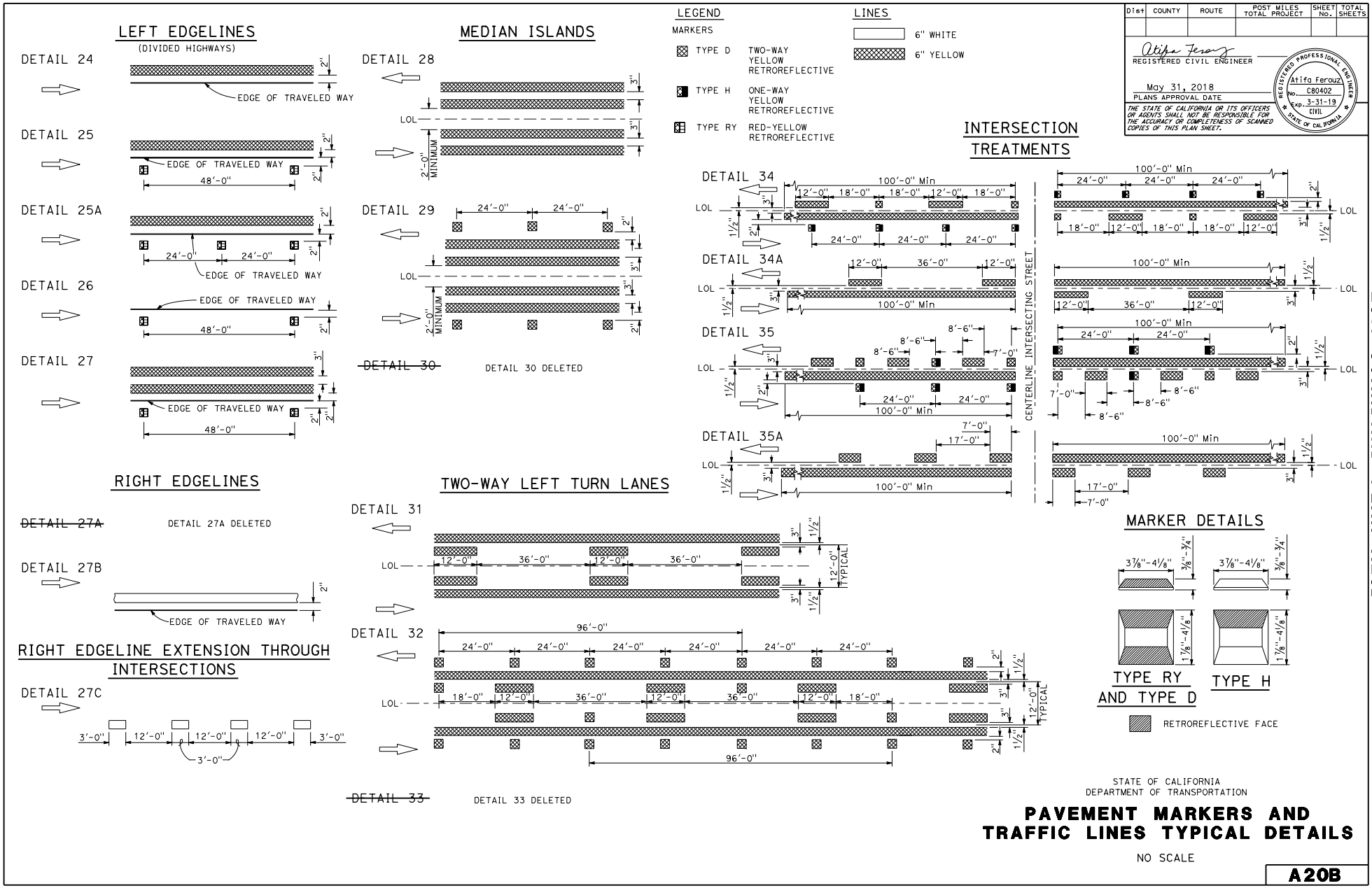

2018 STANDARD PLAN A20B

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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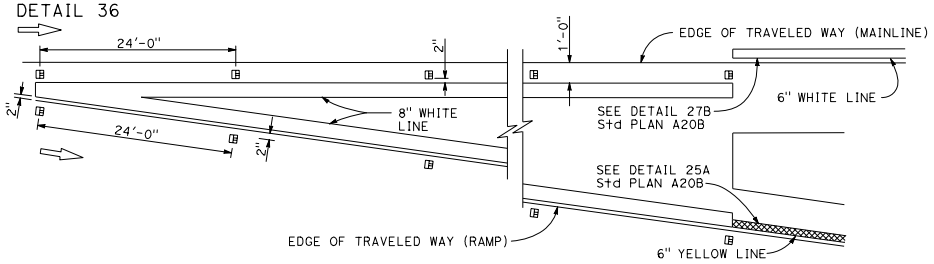
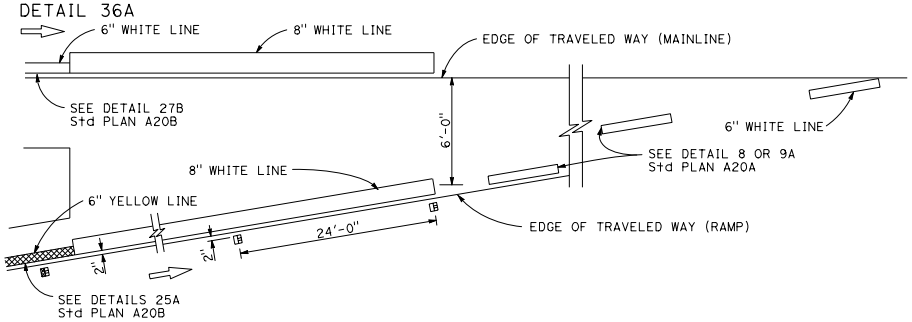
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



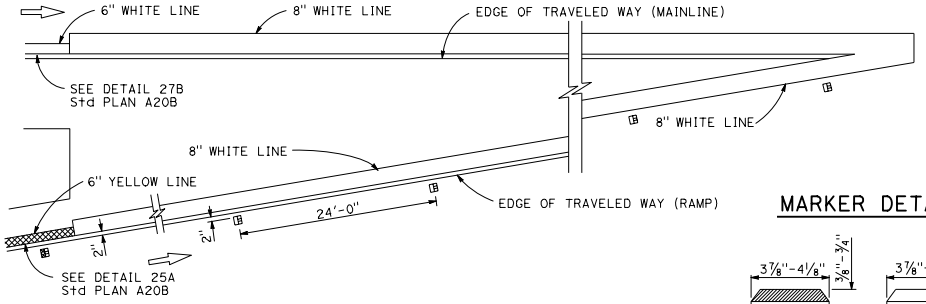
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



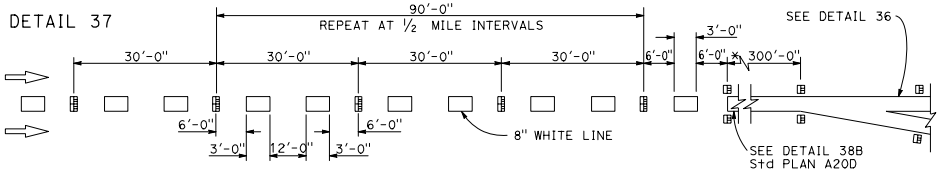
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B



LANE DROP AT EXIT RAMPS

DETAIL 37

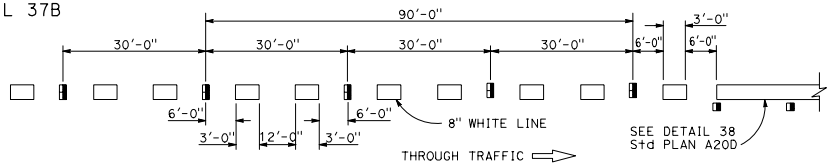


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~DETAIL 37A~~ DETAIL 37A DELETED

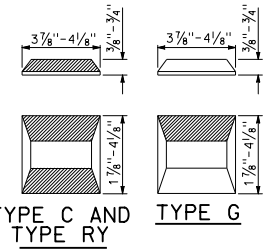
LANE DROP AT INTERSECTIONS

DETAIL 37B



~~DETAIL 37C~~ DETAIL 37C DELETED

MARKER DETAILS



TYPE C AND TYPE RY — TYPE G

RETROREFLECTIVE FACE

LEGEND:

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20C

1-26-18

2018 STANDARD PLAN A20C

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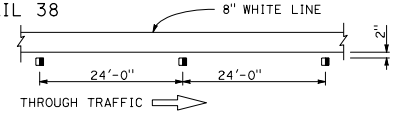
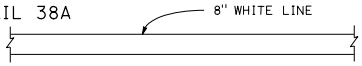
CHANNELIZING LINE

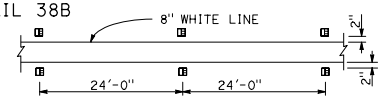
DETAIL 38



DETAIL 38A



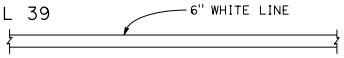
DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

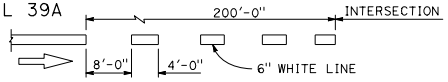
BIKE LANE LINE

DETAIL 39



INTERSECTION LINE
BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40

~~DETAIL 40A~~ DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41

~~DETAIL 41A~~ DETAIL 41A DELETED

LEGEND

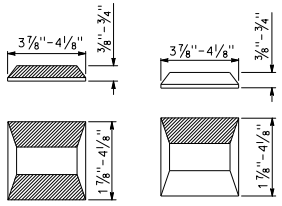
MARKERS

TYPE C RED-CLEAR RETROREFLECTIVE

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

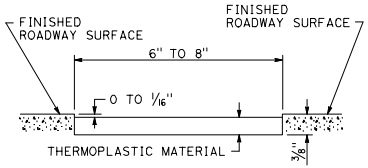
6" YELLOW LINE

MARKER DETAILS



TYPE C TYPE G

RETROREFLECTIVE FACE



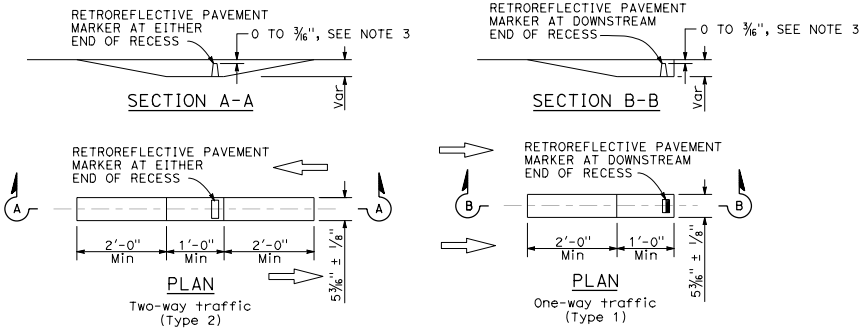
DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

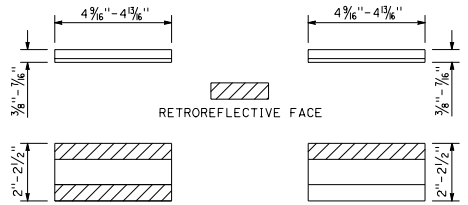
RECESSED THERMOPLASTIC NOTES

A. See typical traffic line details for pavement marking patterns.

B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20D

1-26-18

2018 STANDARD PLAN A20D

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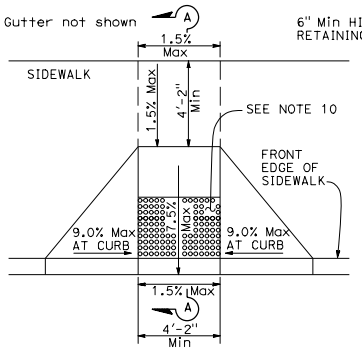
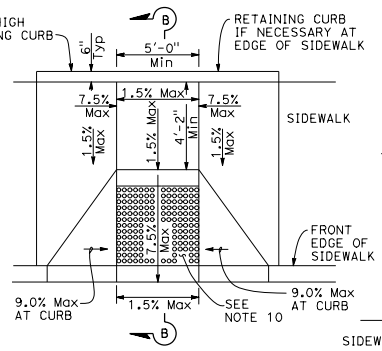
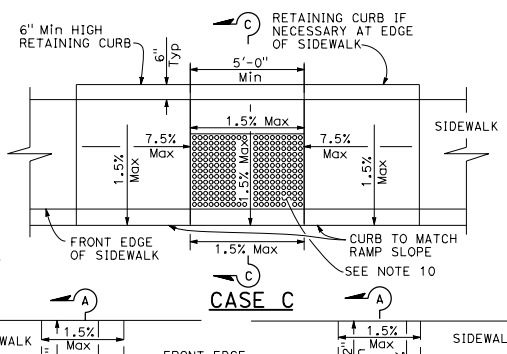


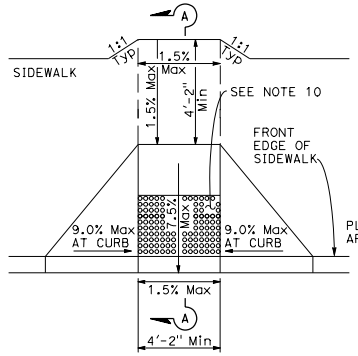
CASE A



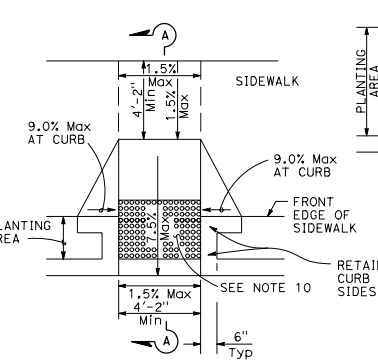
CASE B



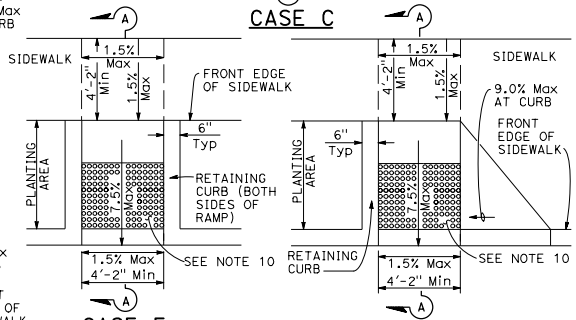
CASE C



CASE D

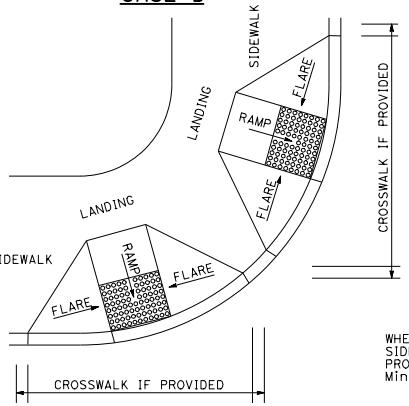


CASE E

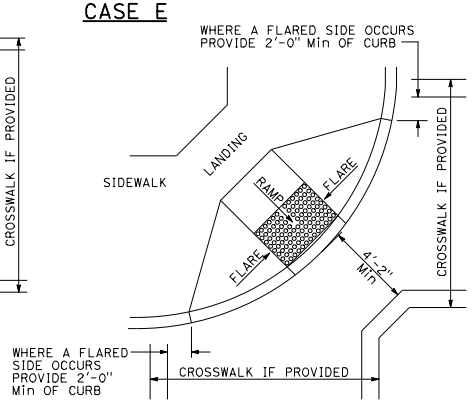


CASE F

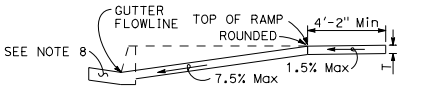
CASE G
See Note 4



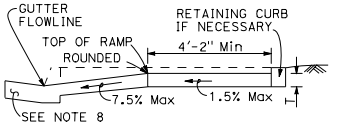
DETAIL A
TYPICAL TWO-RAMP CORNER INSTALLATION
See Note 1



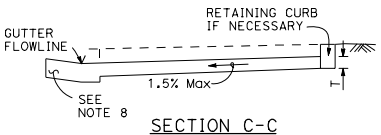
DETAIL B
TYPICAL ONE-RAMP CORNER INSTALLATION
See Notes 1 and 3



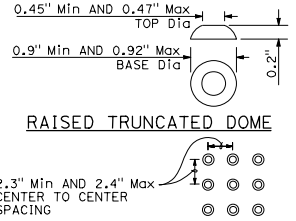
SECTION A-A



SECTION B-B
Depress entire sidewalk as required



SECTION C-C

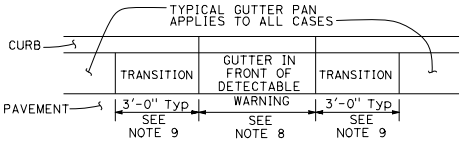


RAISED TRUNCATED DOME PATTERN (IN-LINE)

DETECTABLE WARNING SURFACE

NOTES: See Note 10

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness, "T", shall be 3½" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



GUTTER PAN TRANSITION

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
May 31, 2018
PLANS APPROVAL DATE
Rebecca Lynn Mowry No. C54415 Exp. 12-31-19 CIVIL
REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA

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STATE OF CALIFORNIA
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CURB RAMP DETAILS

NO SCALE

A88A

1-29-18

2018 STANDARD PLAN A88A

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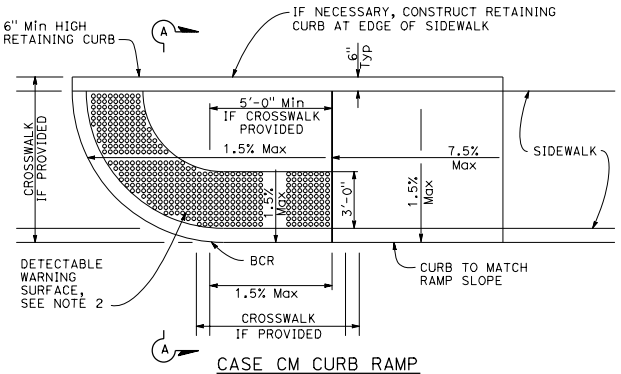
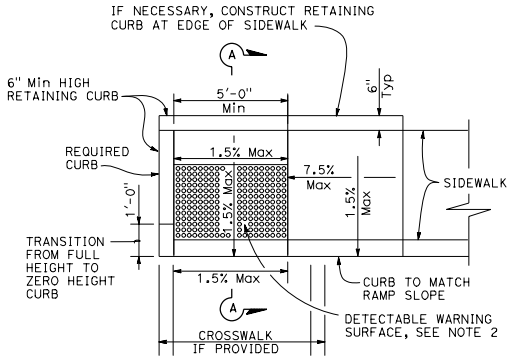
Gutter not shown



CASE CM CURB RAMP



CASE CH CURB RAMP

NOTES:

1. Sidewalk, ramp and passageway thickness, "T", shall be 3½" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

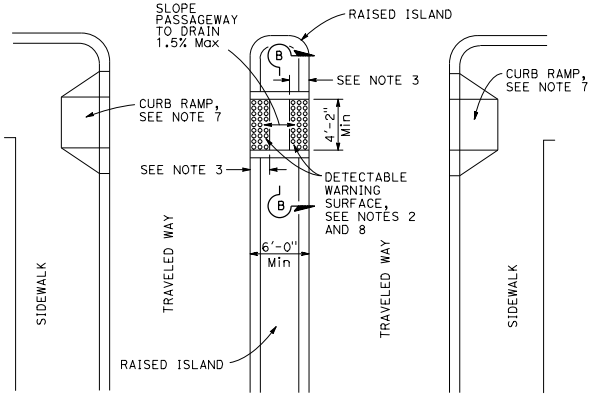
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

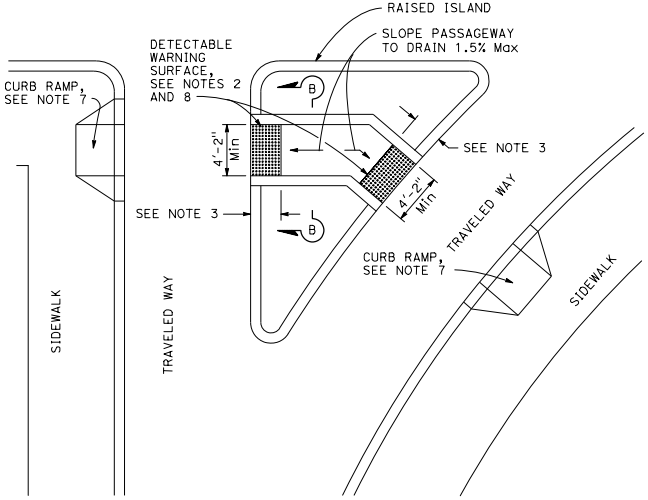
May 31, 2018
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

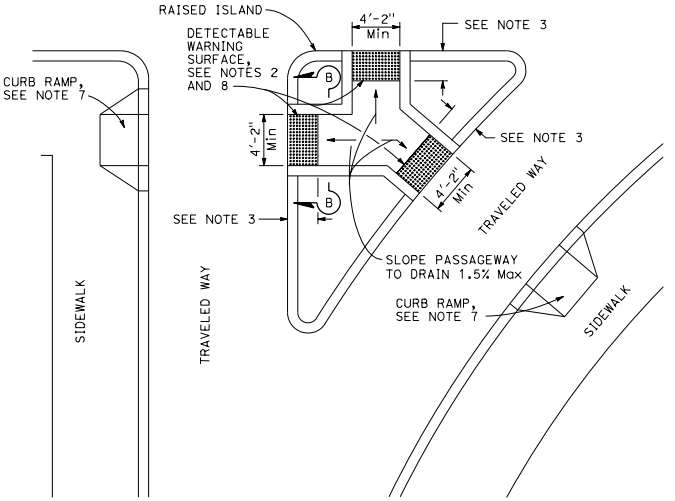
REGISTERED PROFESSIONAL ENGINEER
Rebecca Lynn Mowry
No. C54415
Exp. 12-31-19
CIVIL
STATE OF CALIFORNIA



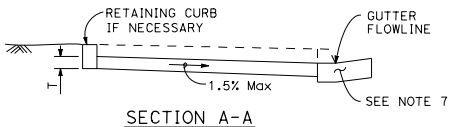
TYPE A PASSAGEWAY



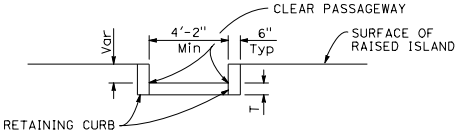
TYPE B PASSAGEWAY



TYPE C PASSAGEWAY



SECTION A-A



SECTION B-B

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP AND ISLAND PASSAGEWAY DETAILS

NO SCALE

A88B

1-29-18

2018 STANDARD PLAN A88B

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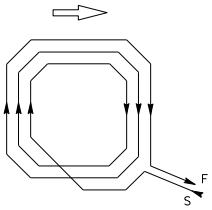
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

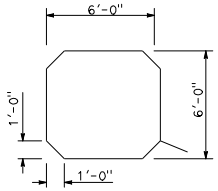
H.R.J
REGISTERED ELECTRICAL ENGINEER
May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Hamid Zolfaghari
No. E15636
Exp. 12-31-19
ELECTRICAL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

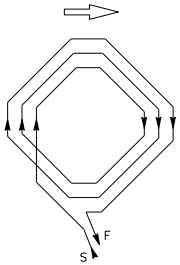


WINDING DETAIL

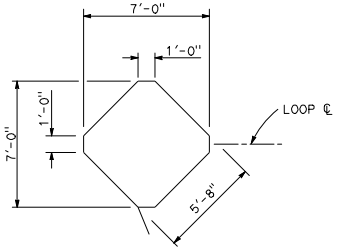


SAW CUT DETAIL

TYPE A LOOP DETECTOR CONFIGURATION

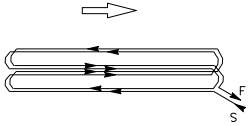


WINDING DETAIL

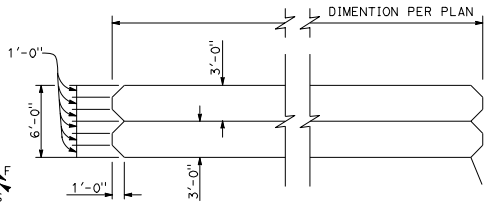


SAW CUT DETAIL

TYPE B LOOP DETECTOR CONFIGURATION

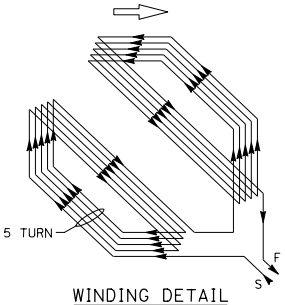


WINDING DETAIL



SAW CUT DETAIL

TYPE C LOOP DETECTOR CONFIGURATION



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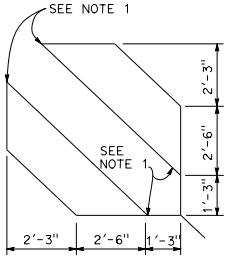
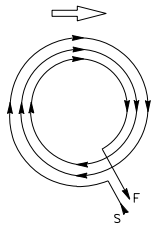
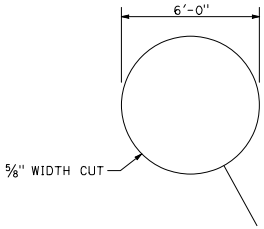


SAW CUT DETAIL

TYPE D LOOP DETECTOR CONFIGURATION

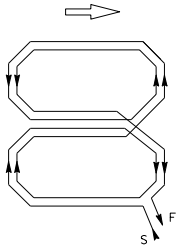


WINDING DETAIL

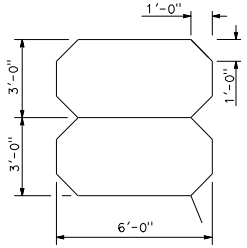


SAW CUT DETAIL

TYPE E LOOP DETECTOR CONFIGURATION



WINDING DETAIL

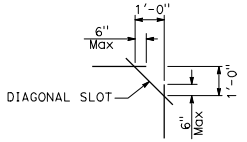


SAW CUT DETAIL

TYPE Q LOOP DETECTOR CONFIGURATION

NOTES:

1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, and E installation in single lane.
3. Use Type D loops for limit line detection and bicycle lanes.



PLAN VIEW OF DIAGONAL SLOT AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (DETECTORS)

NO SCALE

ES-5B

1-30-18

2018 STANDARD PLAN ES-5B

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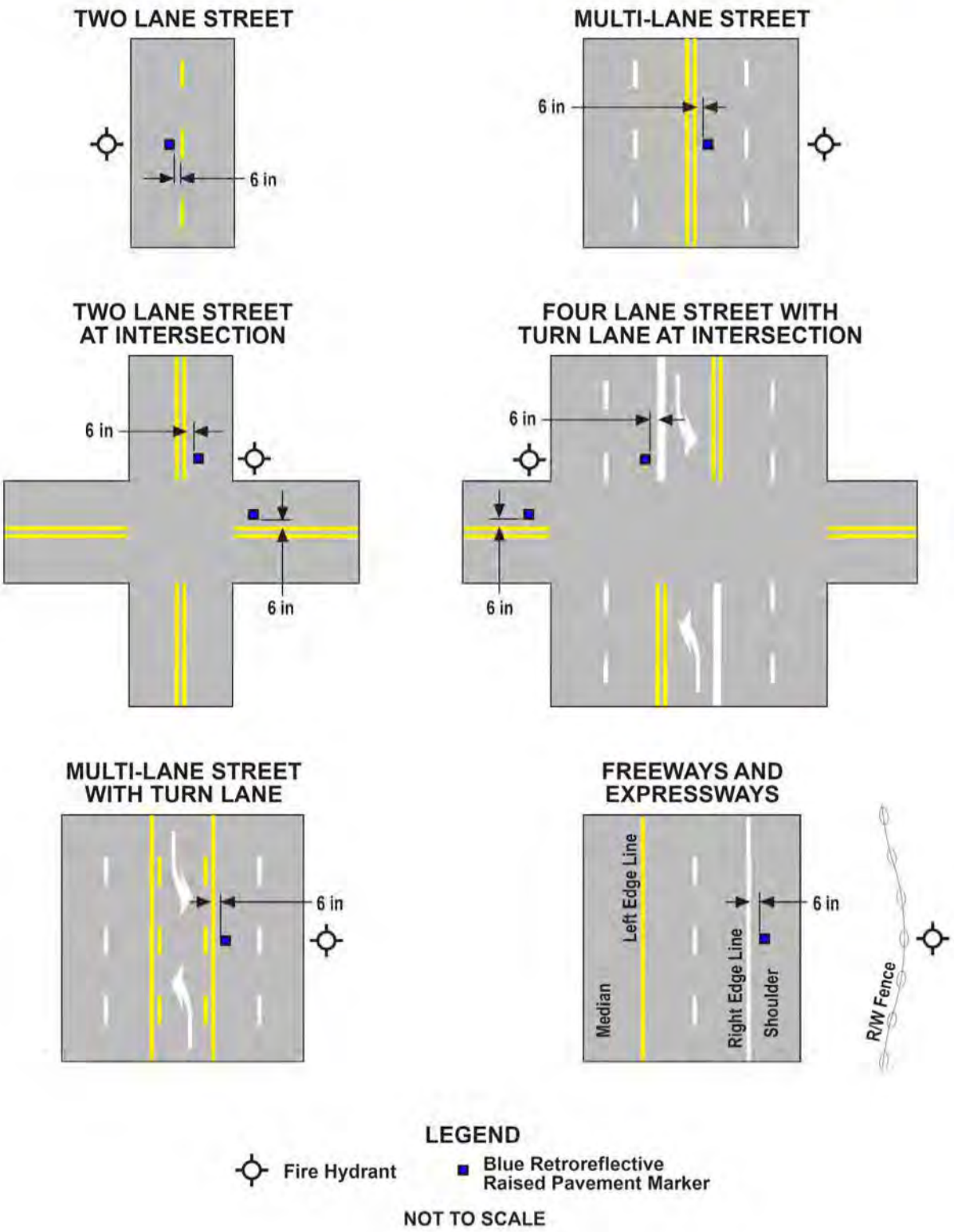
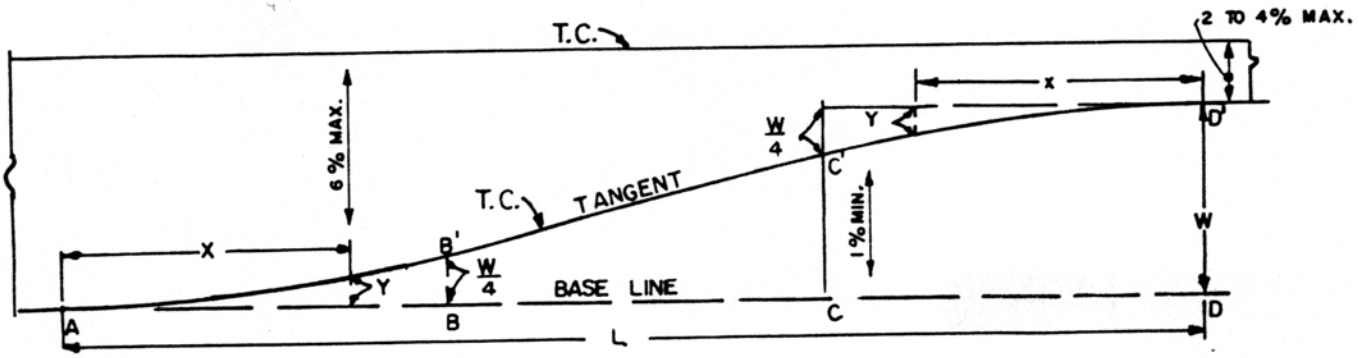
Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers





W = Width of left turn pocket

L = Length of taper

AB = BC = CD = $\frac{L}{3}$

AB' and C'D' are parabolic curves except on curved alignments

X = Distance from point "A" along base line

Y = Offset from base line = $2.25 W X^2/L^2$

SINGLE LEFT TURN POCKET

L=90' W=10'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'
Y	0.00'	0.28'	1.11'	2.50'	4.17'	5.83'	7.50'	8.89'	9.72'	10.00'

L=60'* W=10'

X	0'	10'	20'	30'	40'	50'	60'
Y	0.00'	0.62'	2.50'	5.00'	7.50'	9.38'	10.00'

DOUBLE LEFT TURN POCKET

L=150' W=20'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'	100'	110'	120'	130'	140'	150'
Y	0.00'	0.20'	0.80'	1.80'	3.20'	5.00'	7.00'	9.00'	11.00'	13.00'	15.00'	16.80'	18.20'	19.20'	19.80'	20.00'

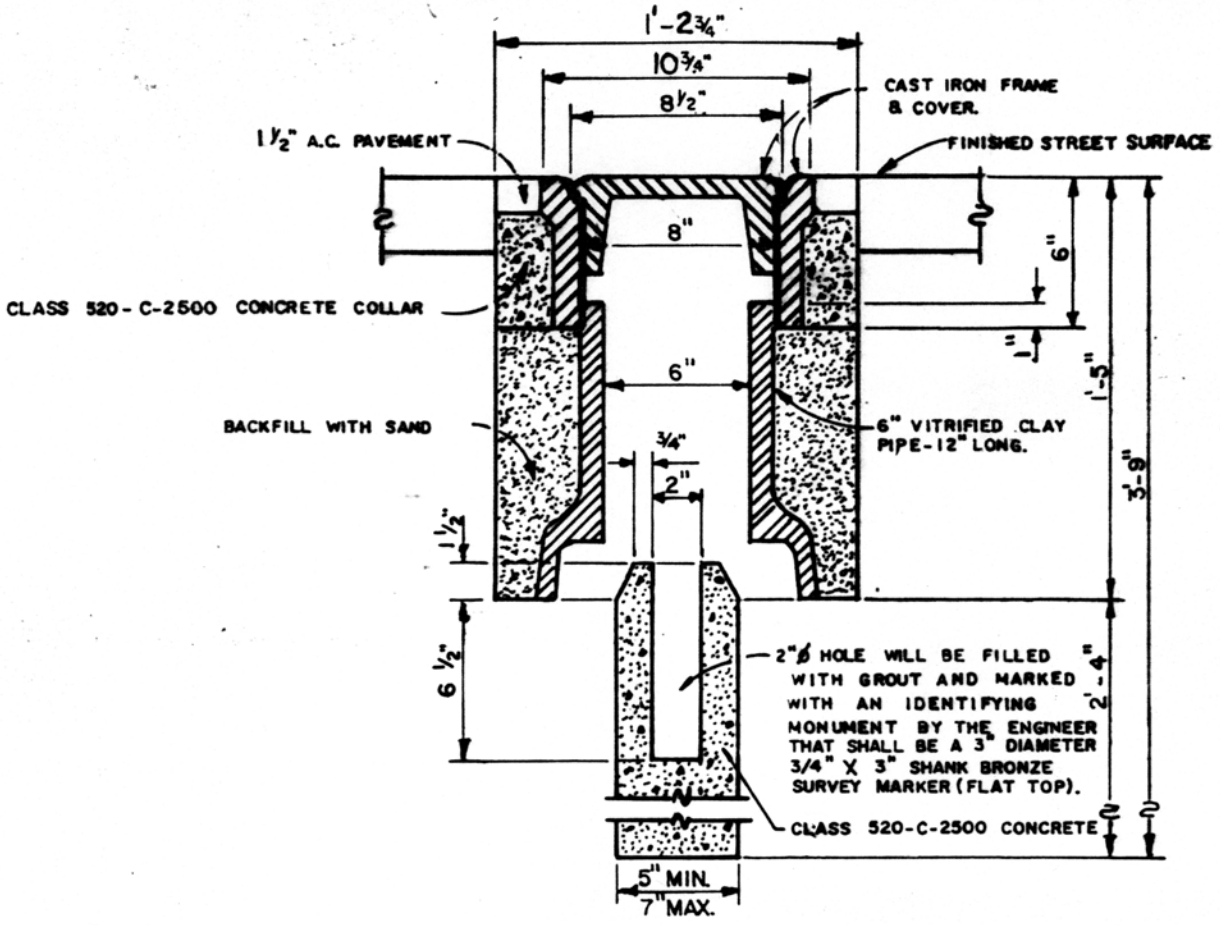
NOTE:

In the case when the base line is curved the offsets are calculated by assuming the base line to be a tangent they are then applied to the curved base line. AB' and C'D' are no longer parabolic and BC is no longer a tangent.

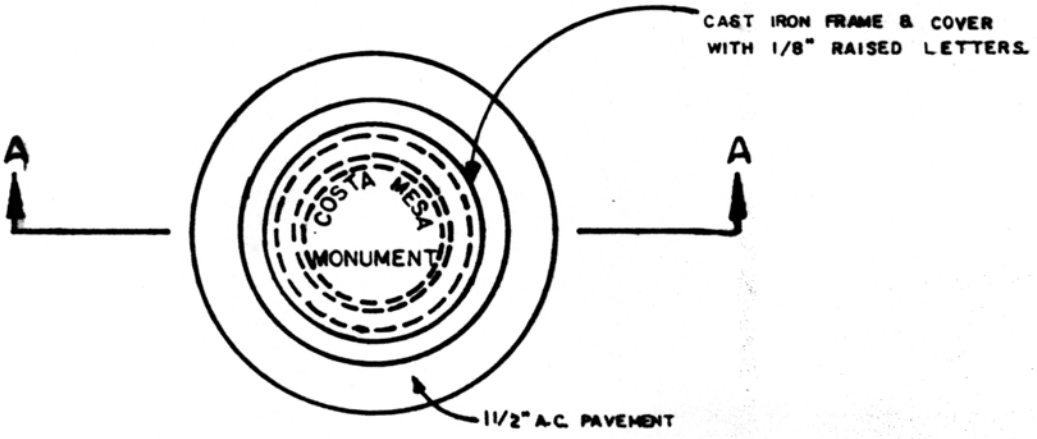
* Use 60' transition when insufficient distance is available for 90' transition or where approved by the Engineer.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	PARABOLIC MEDIAN CURB TRANSITION APPROVED BD Mattern DATE: 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN: C.P.R. SCALE: NONE STD. DWG NO. 116

REV.:

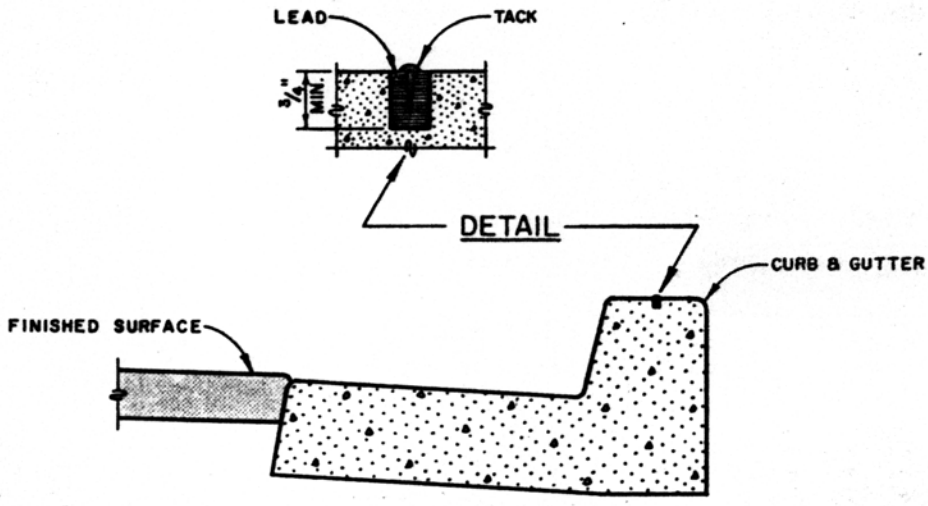


SECTION A-A

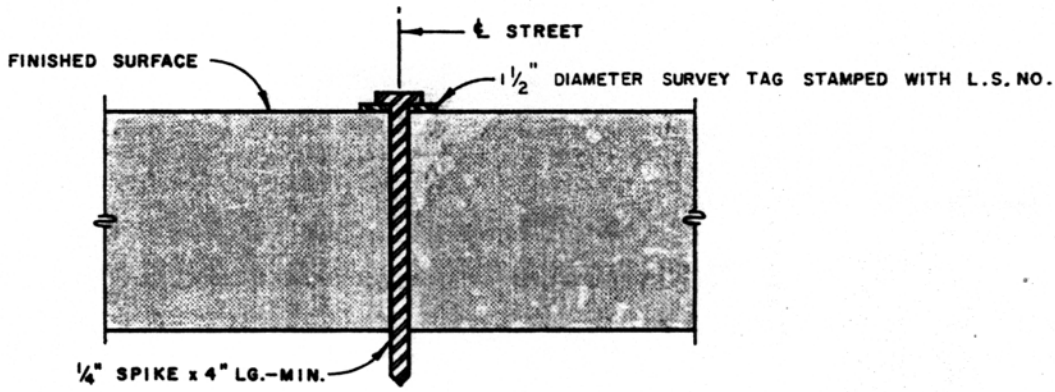


PLAN

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	SURVEY MONUMENT TYPE "A" APPROVED B D Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN C.P.R. SCALE NONE STD. DWG. 613



SECTION



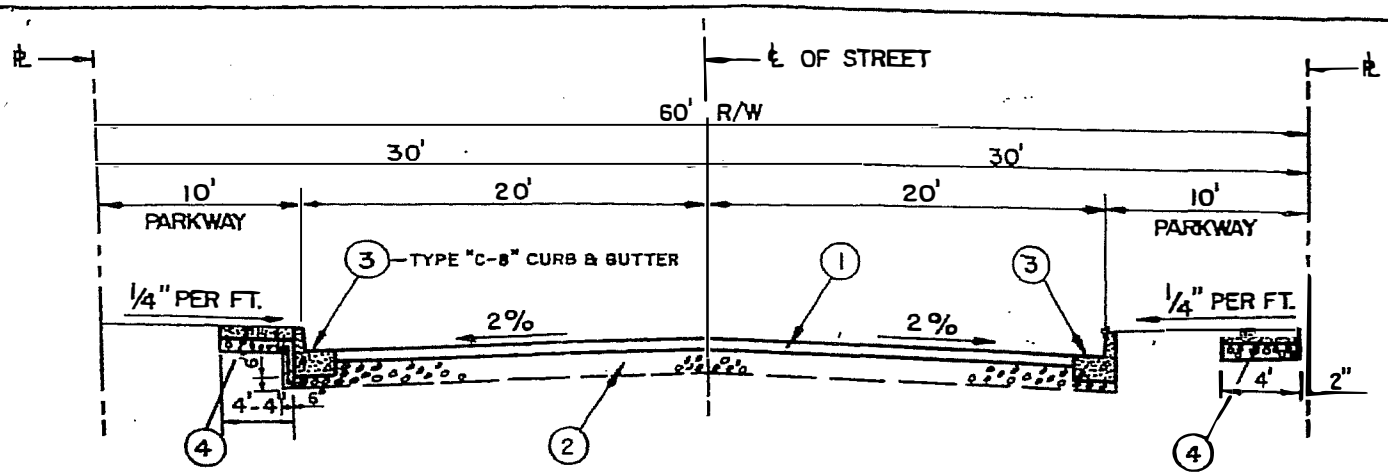
SECTION

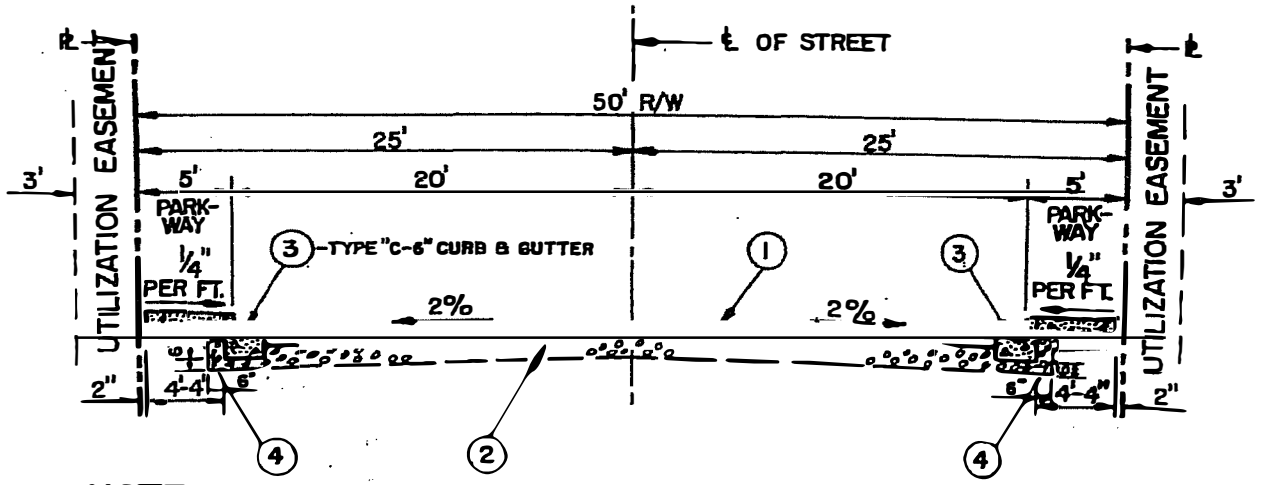
NOTES:

1. ALL TIE POINTS SHALL BE LEAD & TACK. LEAD SHALL BE A MIN. OF ¾" DEEP AND TACKS SHALL BE MADE OF BRASS.
2. ALL INTERSECTION & CENTER LINE CONTROL POINTS SHALL BE SPIKE & WASHER.
3. ALL CONTROL POINTS SHALL HAVE A MIN. OF 4 TIES, WITH TIES PLACED SUCH THAT A PROPER ANGLE IS OBTAINED FROM THE TIE TO THE CONTROL POINT AS DETERMINED BY THE CITY ENGINEER.
4. RECORD CENTER LINE TIE DATA ON TIE SHEET AVAILABLE AT THE CITY OF COSTA MESA, ENGINEERING DIVISION.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	SURVEY CENTER LINE TIES	DRAWN W.A.B. SCALE NONE
	APPROVED BD Mattern DATE 12/13/05 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 615

REV.





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

NOTES:

(1) ASPHALTIC CONCRETE PAVEMENT (4" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.

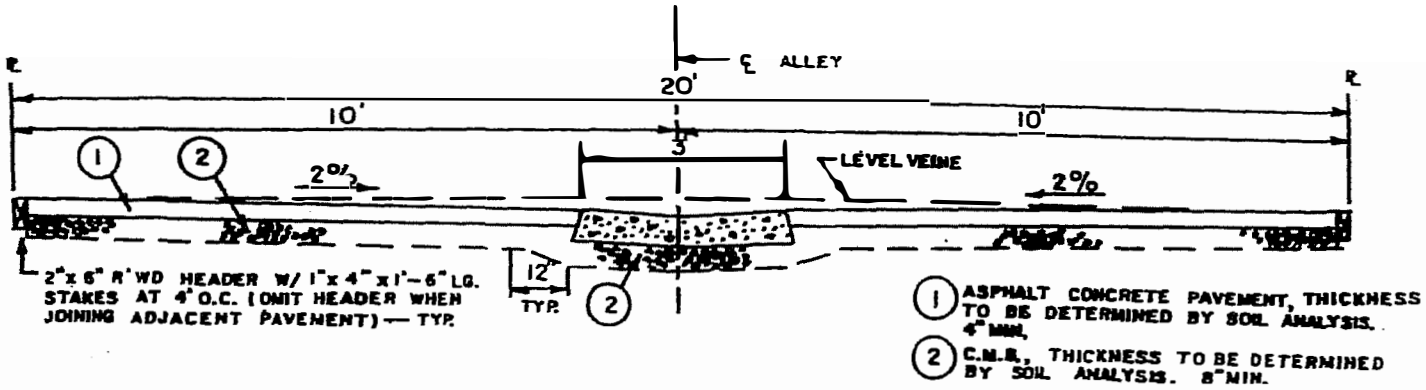
(2) CRUSHED AGGREGATE BASE (8" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.

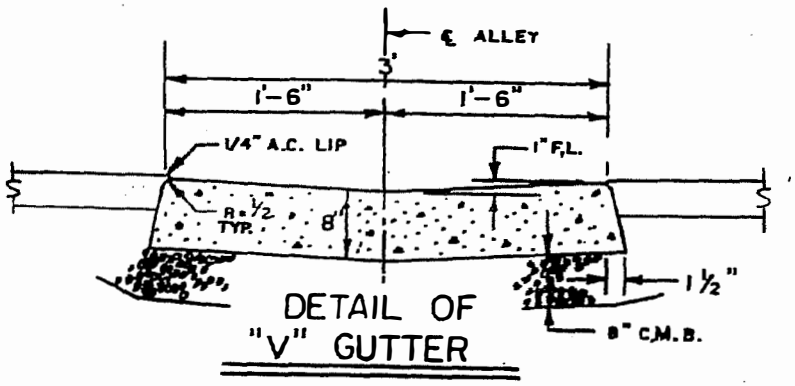
(3) TYPE "C-8" OR "C-6" CURB AND GUTTER PER STD. DWG. NO. 312.

(4) 4" P.C.C. SIDEWALK PER STD. DWG. NO. 411.

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

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	TYPICAL SECTION 60' & 50' RESIDENTIAL STREETS APPROVED B D Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN J.C.B. SCALE NONE STD. DWG. NO. 114 1044



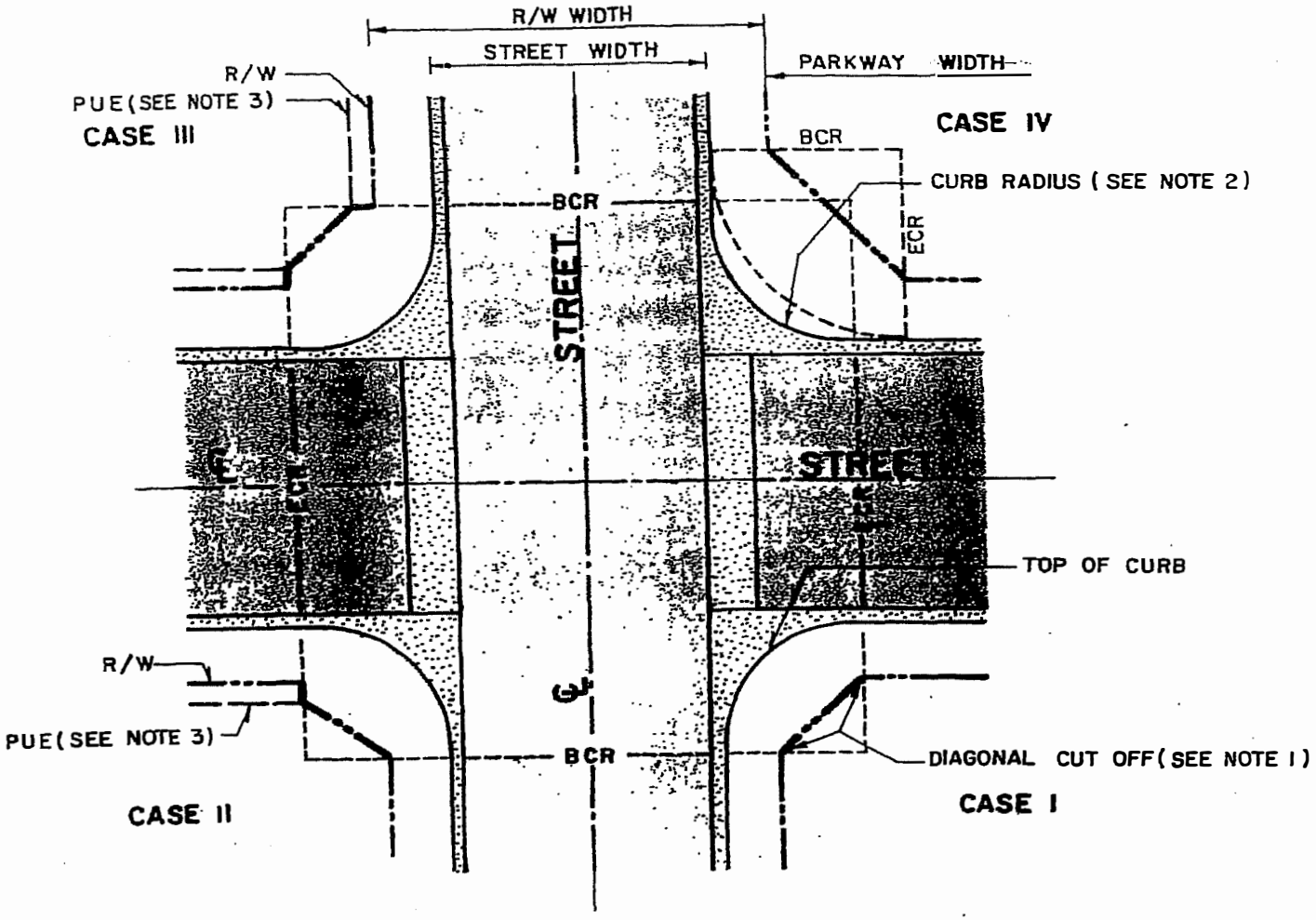


DETAIL OF "V" GUTTER

NOTES:

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

CITY OF COSTA MESA CALIFORNIA ENGINEERING DEPARTMENT	TYPICAL SECTION ALLEY AND "V" GUTTER	DRAWN B.T.M. SCALE NONE
	APPROVED BRUCE D. MATTERN RCE 19388 DATE 1/21/88	STD. DWG. NO. 118



PLAN

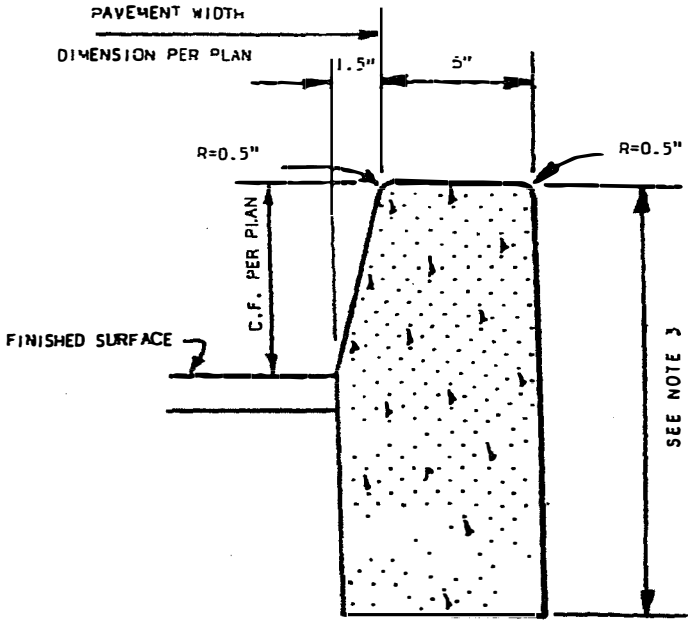
PARKWAY WIDTHS:

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

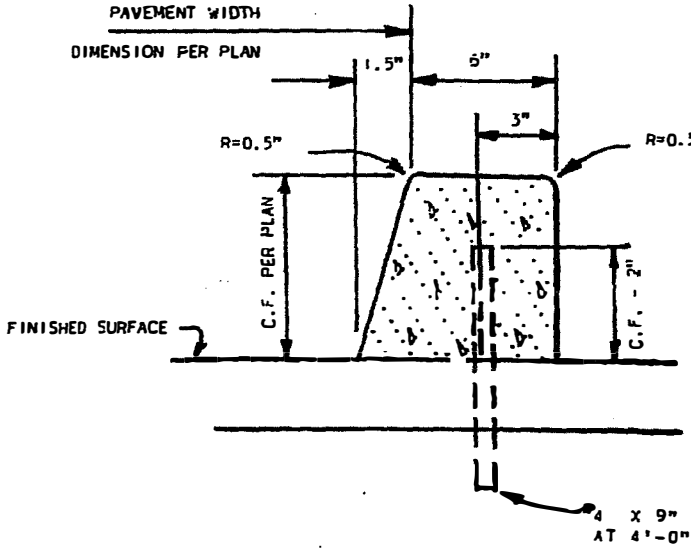
NOTES:

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

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	CURB RETURN RADII AND PROPERTY LINE DIAGONAL CUT-OFF	DRAWN F.S. SCALE NONE
	APPROVED BD Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 214



TYPE "A" CURB



TYPE "B" CURB

NOTES

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" x 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DWG. NO. 314.

2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.

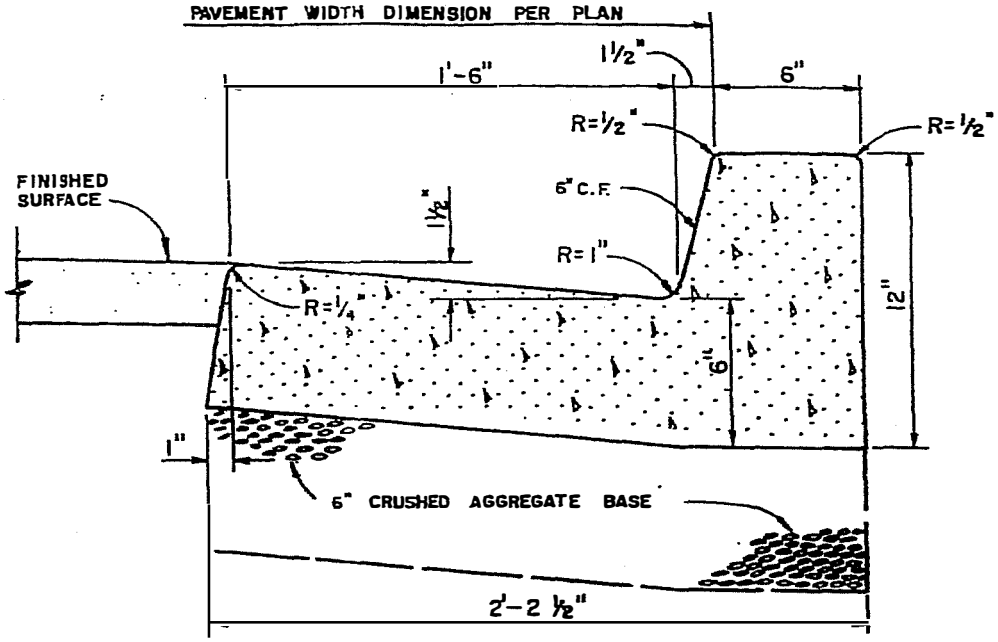
3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND H SHALL BE PER PLAN.

4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.

5. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2 .

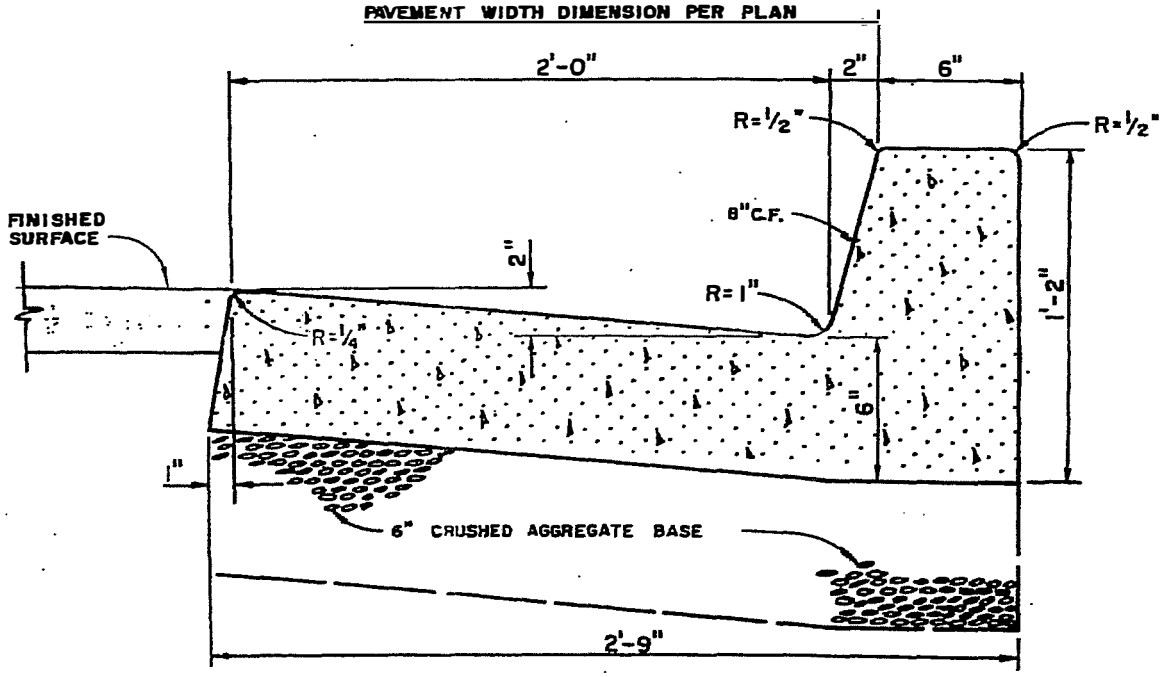
REVISED 4-16-86

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	TYPES "A" & "B" CURBS	DRAWN DWL SCALE NONE
	APPROVED Brice Matthew R.C.E. 14588 DATE 4/23/86	STD. DRWG. NO. 311



CONC. PER LIN. FT. = 0.05054 CU. YDS.
1 CU. YD. = 19.7863 LIN. FT.

TYPE "C-6" CURB & GUTTER



CONC. PER LIN. FT. = 0.0645 CU. YDS.
1 CU. YD. = 15.50 LIN. FT.

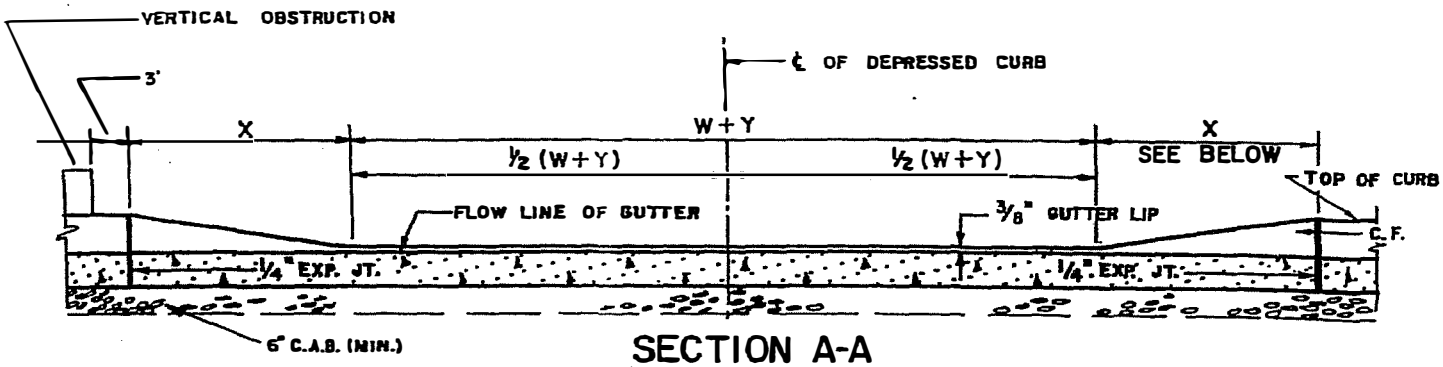
TYPE "C-8" CURB & GUTTER

NOTES:

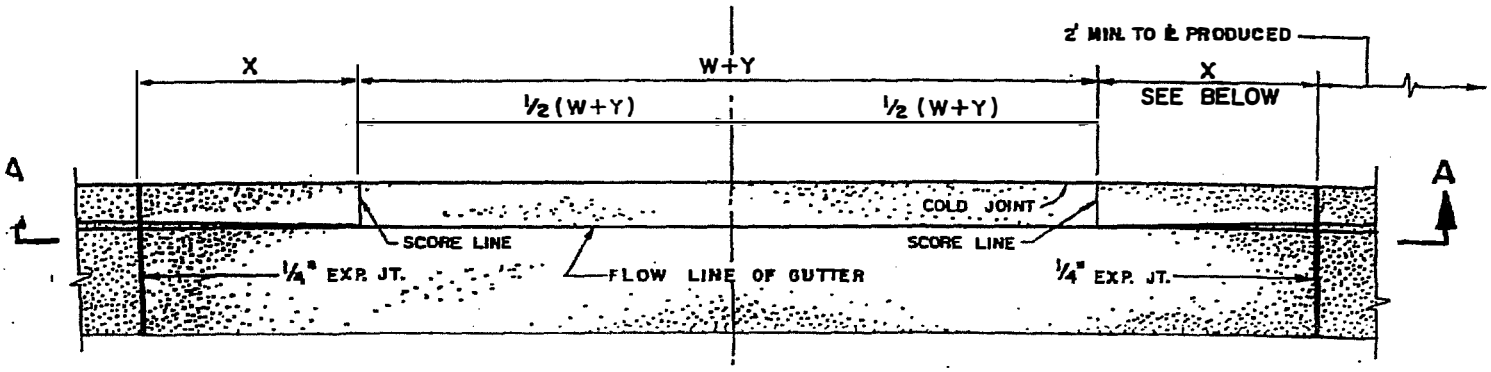
1. ¼" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL B.C.R.'S E.C.R.'S AND 1/8"X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS, SEE STD. DWG. NO. 314.
2. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
3. SUBGRADE RELATIVE COMPACTION SHALL NOT BE LESS THAN 90%.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	TYPE "C" CURB & GUTTER	DRAWN M.K.S. SCALE NONE
	APPROVED B.D. Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 312

REV.



SECTION A-A



PLAN

NOTES:

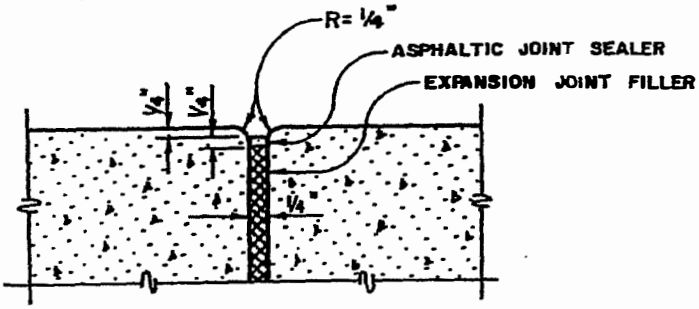
1. FOR CURB AND GUTTER DETAILS, SEE STD. DWG. NO. 312.
2. FOR JOINT DETAILS, SEE STD. DWG. NO. 314.
3. CONCRETE TO BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2
4. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY TRANSPORTATION SERVICES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

DIMENSIONS:

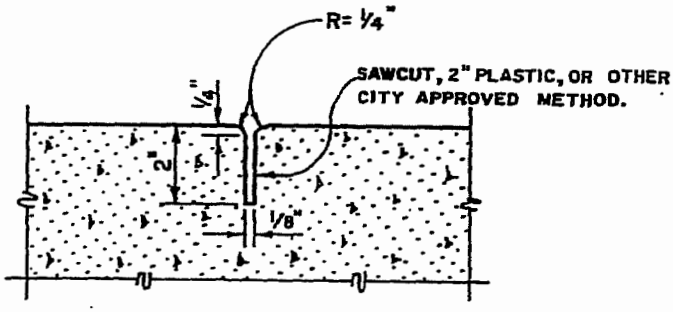
W = 10' MIN.–16' MAX. FOR RESIDENTIAL DRIVEWAYS IN R-1 ZONE. Y = 0.
W = 16' MIN.–26' MAX. FOR OTHER DRIVEWAYS.
X = 4' FOR 6" CURB FACE.
X = 5' FOR 8" CURB FACE.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	DEPRESSED CURB FOR DRIVEWAY APPROACH APPROVED BD Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN M.K.S. SCALE NONE STD. DWG. NO. 312

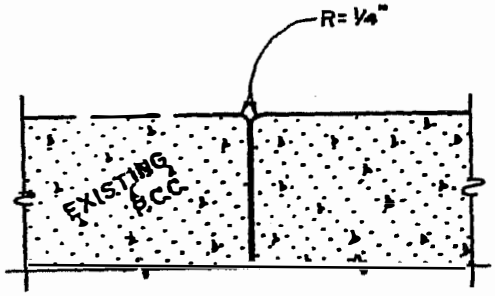
REV.



1/4" EXPANSION JOINT
40' INTERVALS



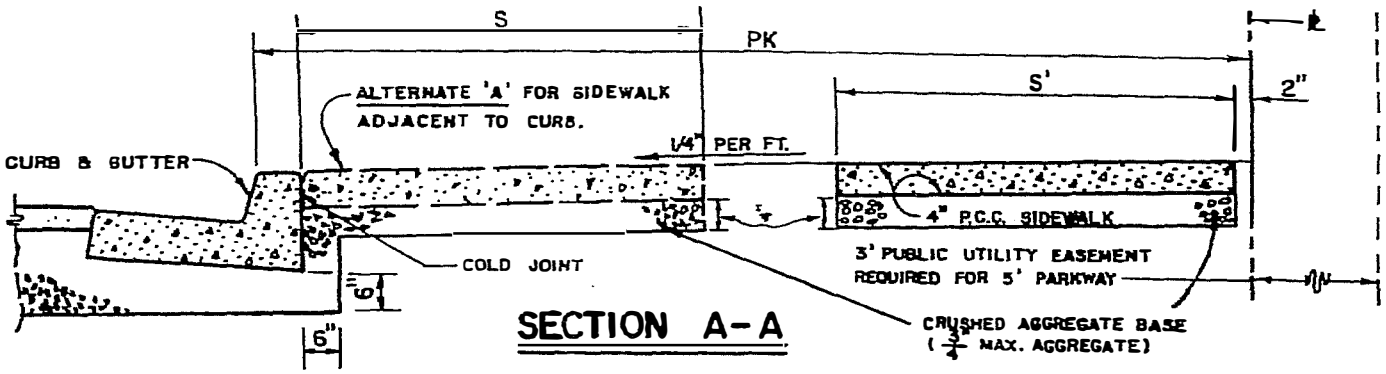
1/8" x 2" WEAKENED PLANE JOINT
10' INTERVALS



CONSTRUCTION JOINT

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	JOINT DETAILS APPROVED BD Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	DRAWN M.K.S. SCALE NONE STD. DWG. NO. 314

REV.



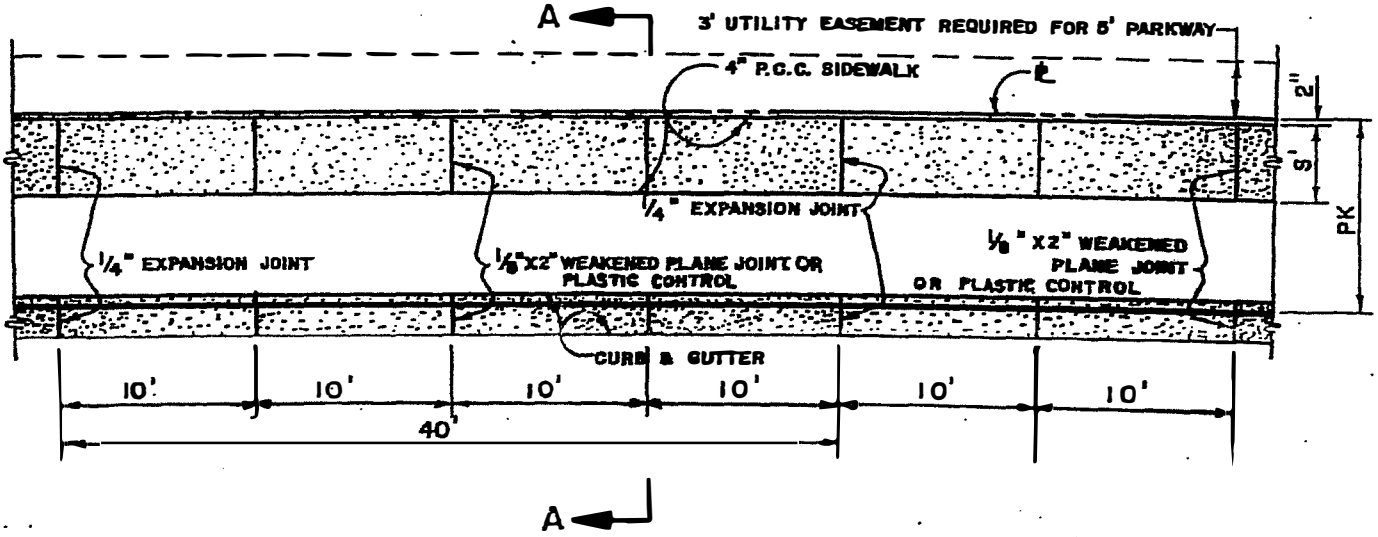
SECTION A-A

DIMENSIONS:

PK = PARKWAY WIDTH
S = SIDEWALK WIDTH

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

S' = 4'-0"



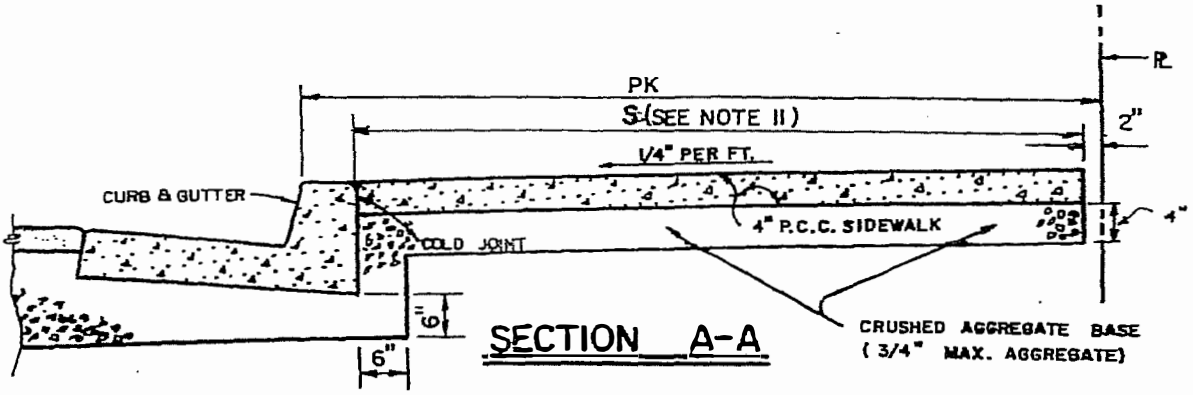
PLAN

NOTES:

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

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	STANDARD SIDEWALK DETAILS	DRAWN: W.A.B. SCALE: NONE
	APPROVED BD Mattern DATE 12/12/85 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 411

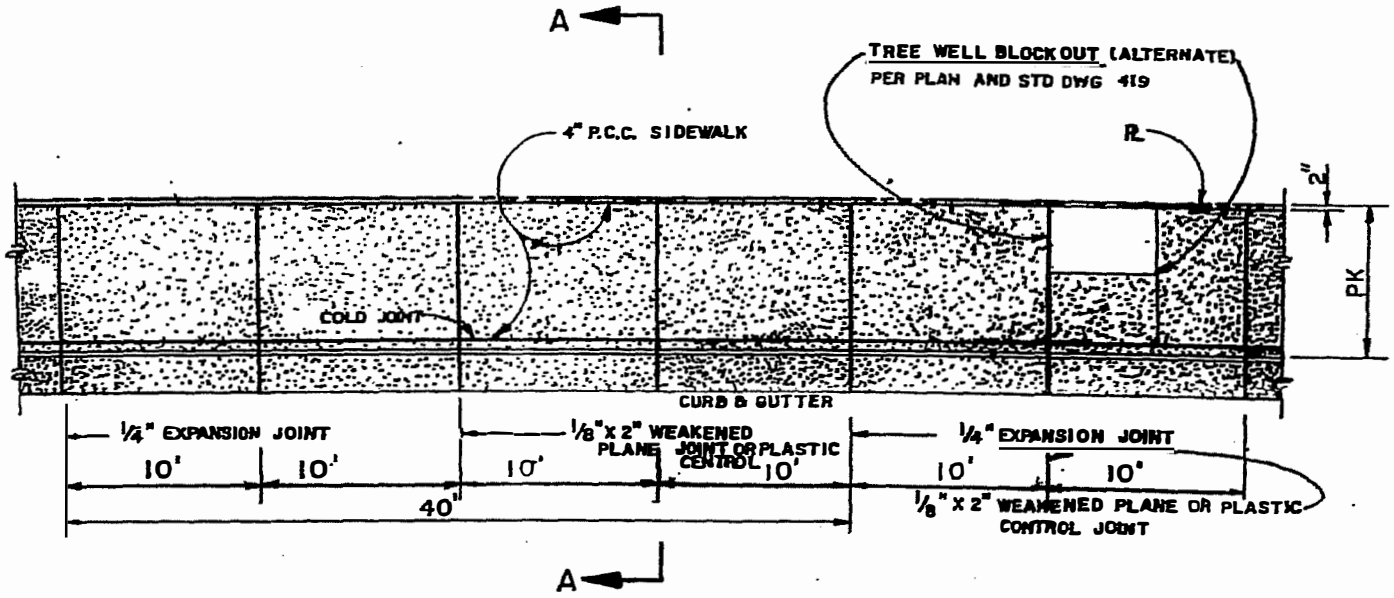
REV. 6-9-75 DB



SECTION A-A

DIMENSIONS:

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



PLAN

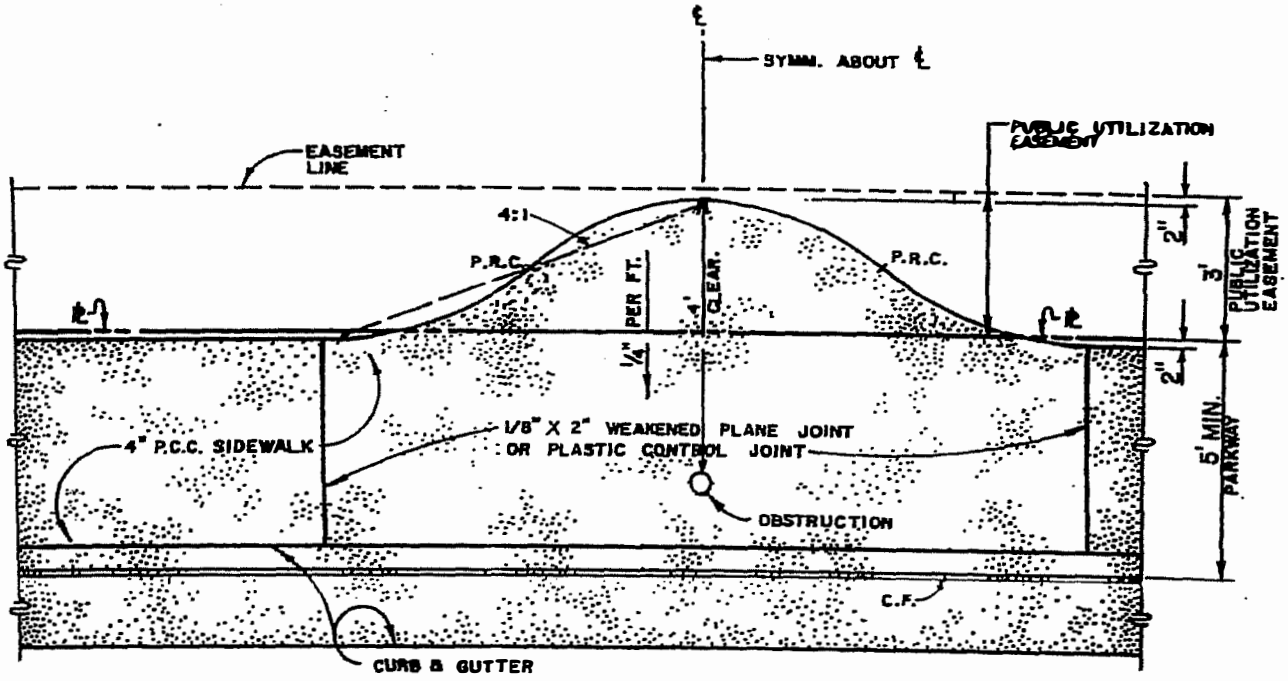
NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520 C 2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
7. TREE WELL BLOCKOUTS TO BE CONSTRUCTED W/ LOCATION & SPACING PER PLAN.
8. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED IF JOINING EXISTING IMPROVEMENTS.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.
10. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
11. SIDEWALK WIDTH(S) SHALL BE PER STD. DWG. NO. 411.

REV. 6-25-80 H.R.
REV. 2-2-79 CMG
REV. 3-23-78
REV. 5-12-77
REV. 12-23-75

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICE DEPARTMENT	COMMERCIAL SIDEWALK DETAILS	DRAWN W.A.B. SCALE NONE
	APPROVED BRUCE D. MATTERN R.C.E. 19388 DATE	STD. DWG. NO. 412

REV.



PLAN

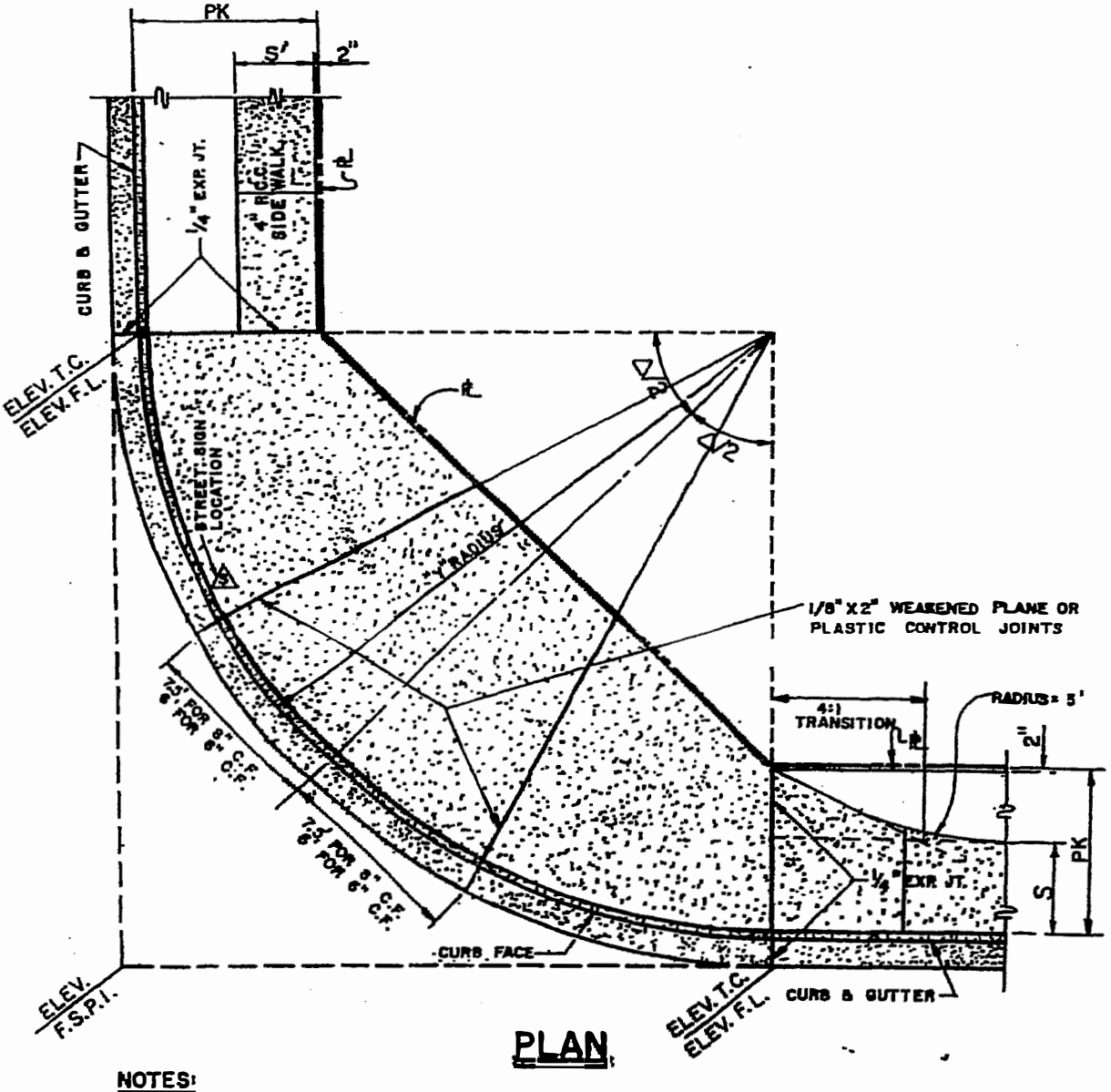
NOTES:

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

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	SIDEWALK OBSTRUCTIONS FLARE	DRAWN W.A.B. SCALE NONE
	APPROVED [redacted] DATE [redacted] BRUCE D. MATYEAN R.C.E. 19388	STD. DWG. NO. 412

DIMENSIONS:

PK = PARKWAY WIDTH
S = SIDEWALK WIDTH SEE NOTE 7
50' R/W--PK=5'
60' R/W--PK=10'
84' R/W--PK=7'
106' R/W--PK=7'
120' R/W--PK=8'
"Y"--RADIUS VARIES (25' OR 35')
5' = 4'-0"

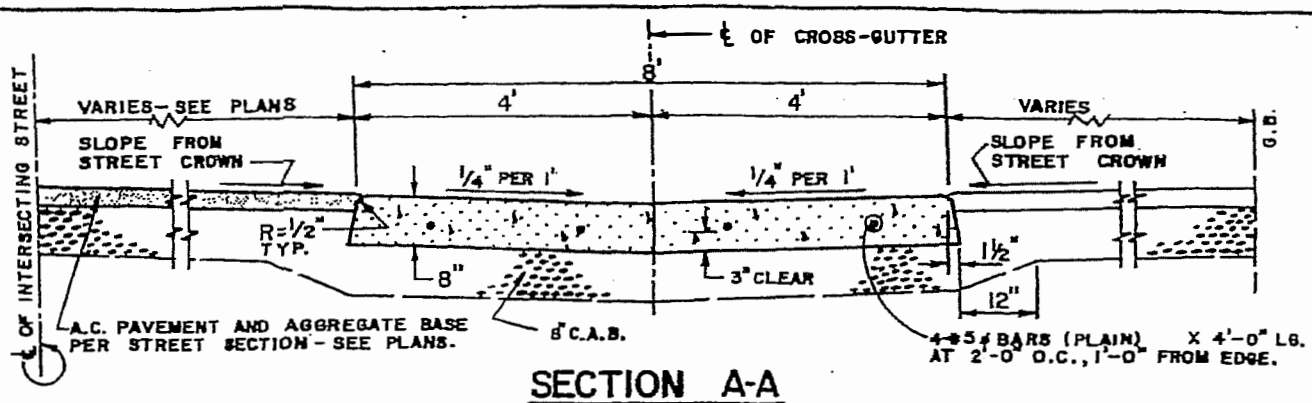


PLAN

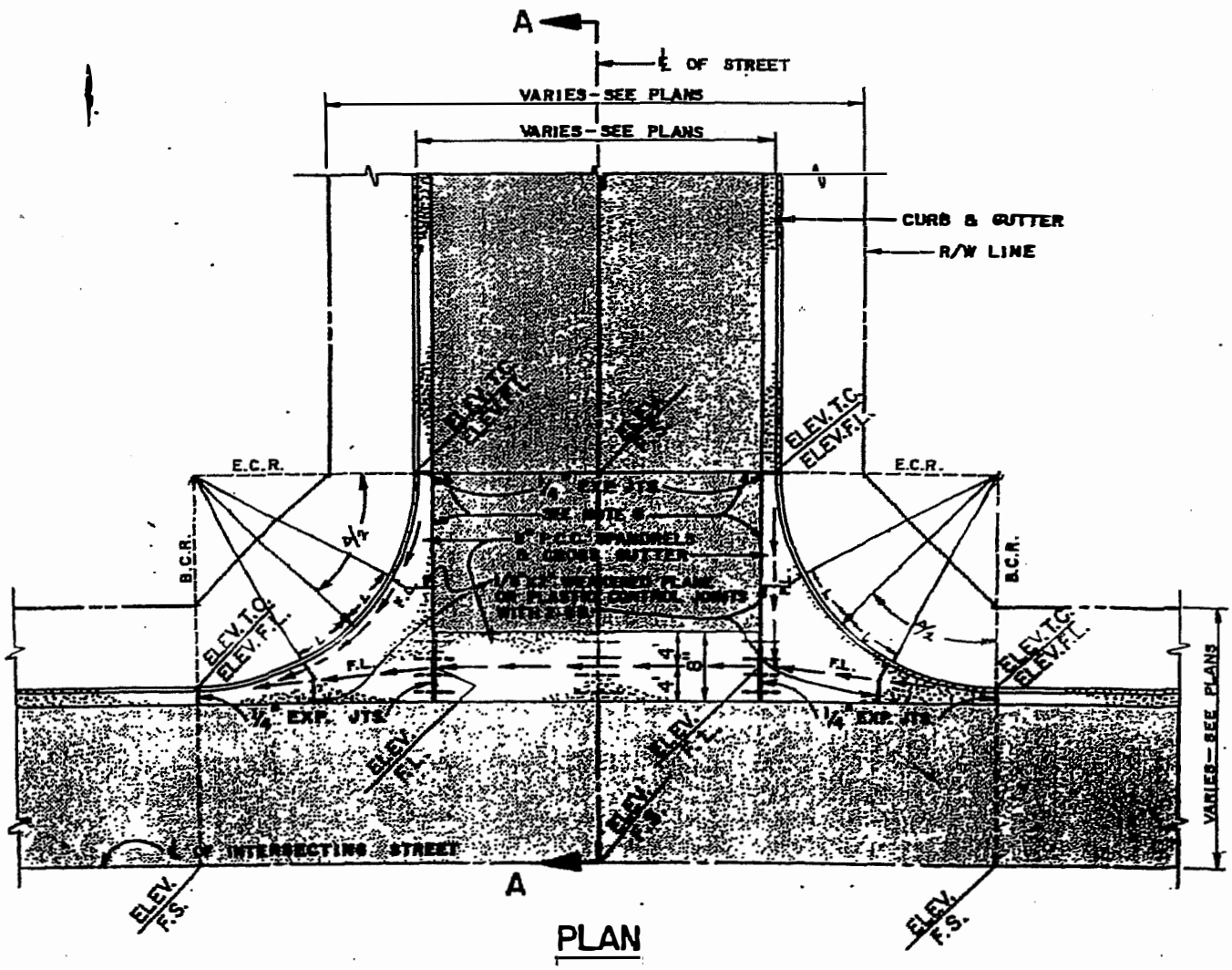
NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT END OF CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED SO AS NOT TO EXCEED 10' O.C. AT R.
3. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
4. CONCRETE SHALL BE PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2, CLASS 520C-2500
5. ALL ELEVATIONS PER PLAN. FOR CROSS GUTTERS F.L.P.I. PER STD. DWG. NO. 415 SHALL BE SHOWN ON PLAN.
6. FOR STREET RADIUS DATA, SEE STD. DWG. NO. 214.
7. SEE STD. DWG. NO. 411, 412 AND 415 FOR BASE AND SIDEWALK REQUIREMENTS.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	STANDARD SIDEWALK RETURN APPROVED [redacted] DATE [redacted]	DRAWN W.A.B. SCALE NONE STD. DWG. NO. 41 1054



SECTION A-A

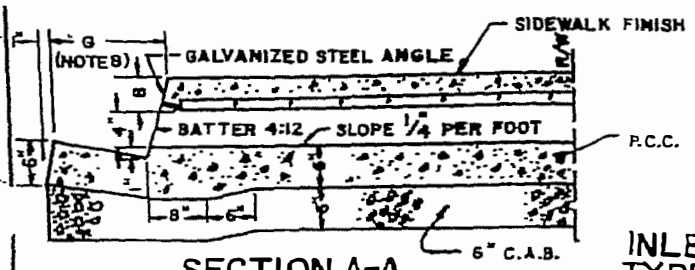


PLAN

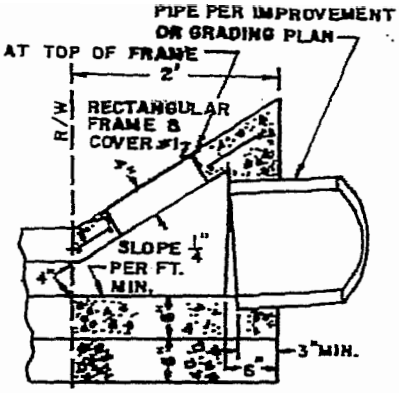
NOTES:

1. SMOOTH TROWEL 8" WIDE FLOW LINE IN CROSS-GUTTER AND SPANDRELS.
2. AGGREGATE BASE THICKNESS FOR SPANDRELS SHALL BE THE SAME AS FOR CROSS-GUTTER.
3. POUR CURB MONOLITHICALLY WITH SPANDREL.
4. FOR JOINT DETAILS, SEE STD. DWG. NO. 314 AND 414.
5. CONCRETE SHALL BE 560 C 3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEC 201-1.1.2.
6. ALL ELEVATIONS SHALL BE PER PLAN.
7. DISTANCE L FROM MIDDLE ORDINATE OF CURB RETURN TO JOINT SHALL BE 7' FOR 8" C.F. OR 6' FOR 6" C.F..
8. ANY CROSS-GUTTER TO BE CONSTRUCTED ON LESS THAN 0.20 % SHALL HAVE DRAINAGE STRUCTURES CONSTRUCTED TO MITIGATE THE ADVERSE EFFECTS OF NUISANCE WATER AND FULL CONCRETE APRON WITH EXPANSION JOINTS ALONG ℄ AND ALONG EDGE OF GUTTERS.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	TYPICAL CROSS-GUTTER	DRAWN M.K.S. SCALE NONE
	APPROVED [signature] DATE 9/16/97 BRUCE D. MATTERN R.C.E. 19586	STD. DWG. NO. 415



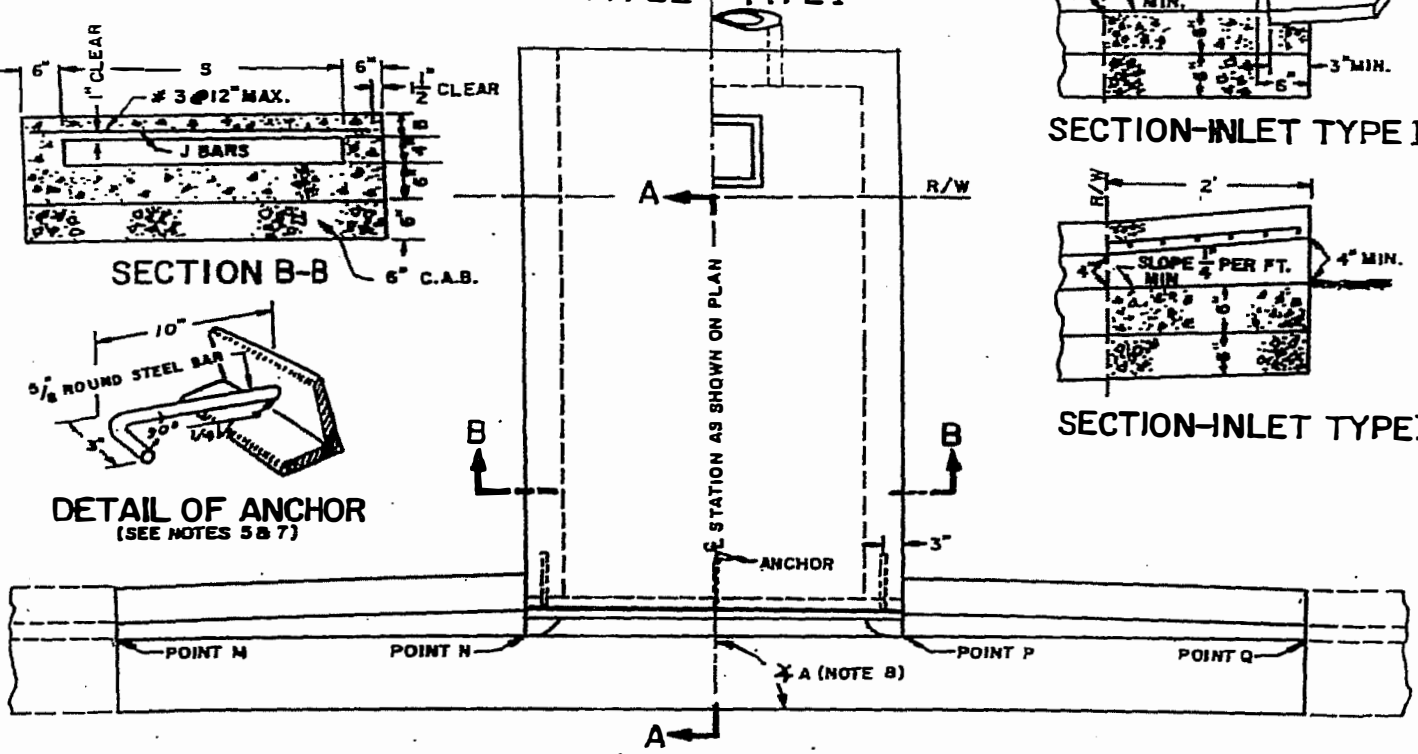
SECTION A-A



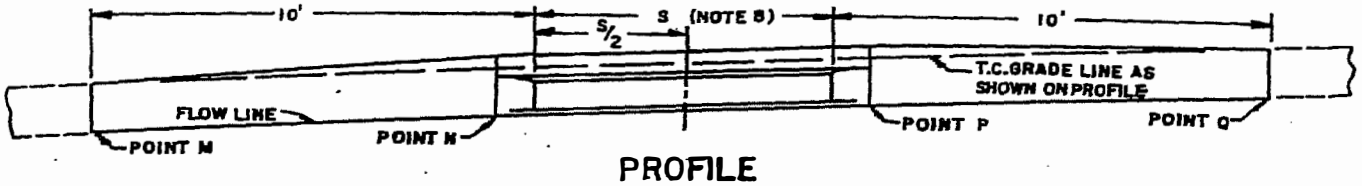
SECTION-INLET TYPE I

SECTION B-B

DETAIL OF ANCHOR
(SEE NOTES 5 & 7)



PLAN



PROFILE

SECTION-INLET TYPE II

NOTES:

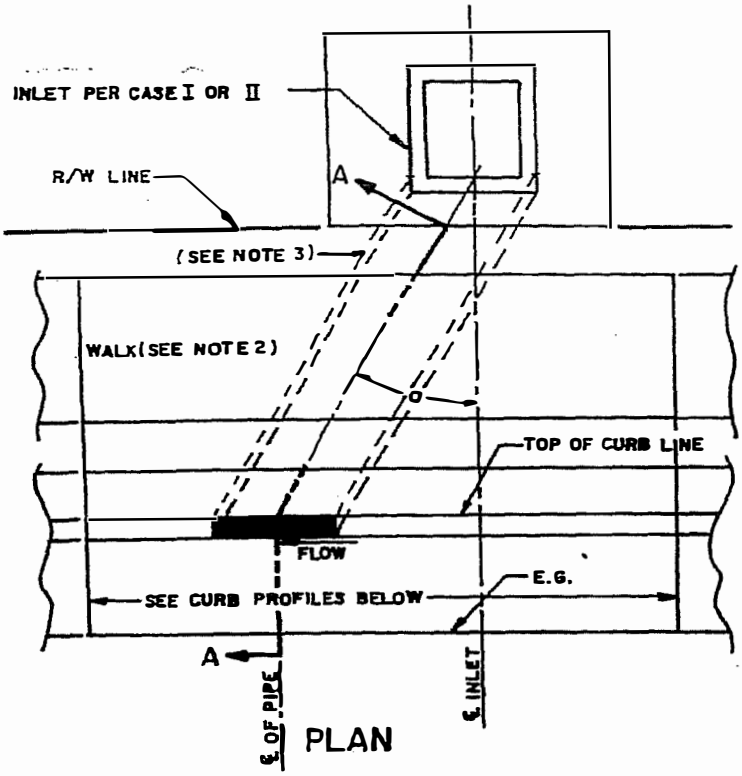
1. FLOOR OF BOX TO BE TROWELED SMOOTH.
2. WHEN THE TOE OF SLOPE IS WITHIN THE R/W, INLET TYPE I BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH APPROACH (TYPE II) THE 2' EXTENSION IS NOT REQUIRED WHEN THE BACK OF WALK IS 2' OR MORE FROM THE R/W LINE.
4. TOP OF INLET STRUCTURE (TYPE I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

STEEL LIST

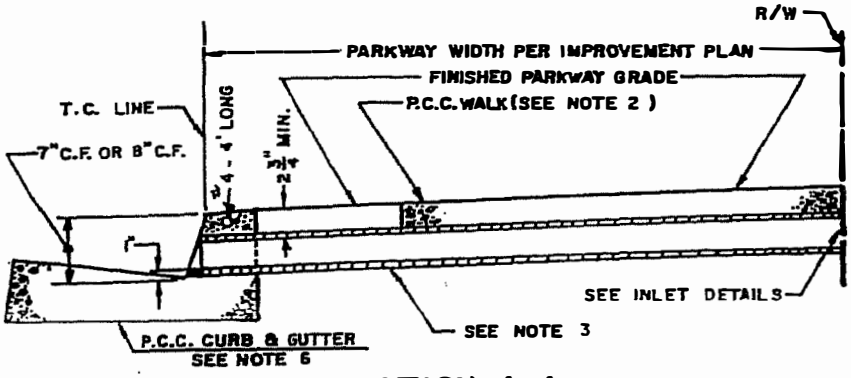
S	B	GALVANIZED STEEL ANGLE	ANCHOR	J BAR SIZE	J BAR SPACING	J BAR LENGTH
1'-0"	3"	2$\frac{1}{2}$" X 2" X $\frac{3}{16}$"	2	#3	7"	1'-8"
1'-6"	"	"	"	"	"	2'-3"
2'-0"	"	"	"	"	"	2'-8"
2'-6"	"	"	"	"	"	3'-3"
3'-0"	"	"	3	"	"	3'-8"
3'-6"	"	"	"	"	6"	4'-3"
4'-0"	"	"	"	"	5"	4'-8"
4'-6"	4"	3$\frac{1}{2}$" X 3" X $\frac{1}{2}$"	"	"	6$\frac{1}{2}$"	5'-3"
5'-0"	"	"	"	"	5"	5'-8"
5'-6"	"	"	"	"	4"	6'-3"
6'-0"	"	"	"	"	3$\frac{1}{2}$"	6'-8"

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	PARKWAY DRAIN NO. 1	DRAWN E.K.S. SCALE NONE
	APPROVED B.D. Mattern DATE 12/13/65 BRUCE D. MATTERN R.C.E. 19399	STD. DWG. NO. 417

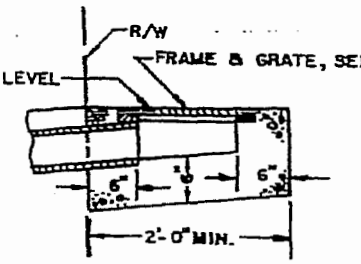
REV.



PLAN

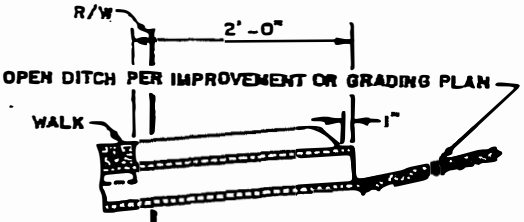


SECTION A-A



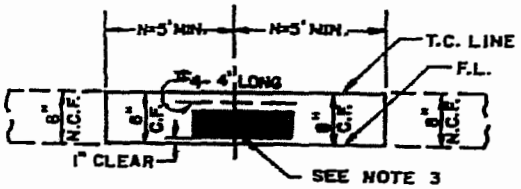
CASE I INLET

DROP INLET CATCH BASIN SECTION



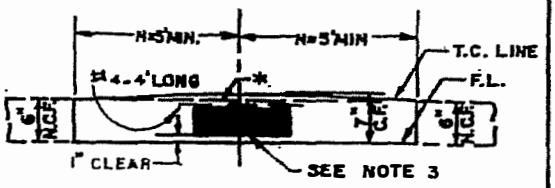
CASE II INLET

GRADED DITCH SECTION



CURB PROFILE

8" NORMAL CURB FACE



* NORMAL T.C. GRADE LINE AS SHOWN ON PROFILE

CURB PROFILE

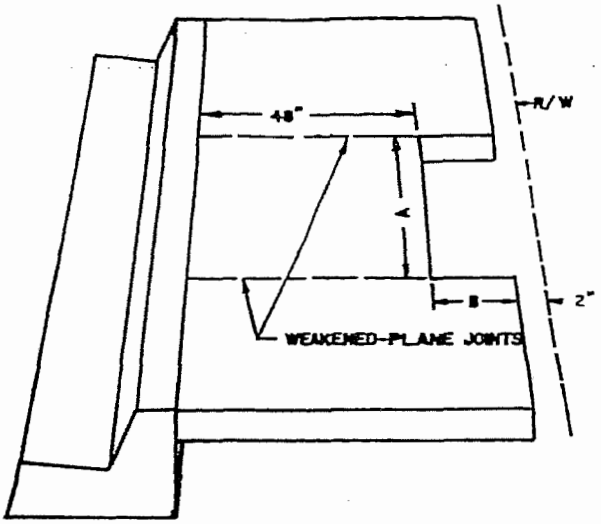
6" NORMAL CURB FACE

NOTE:

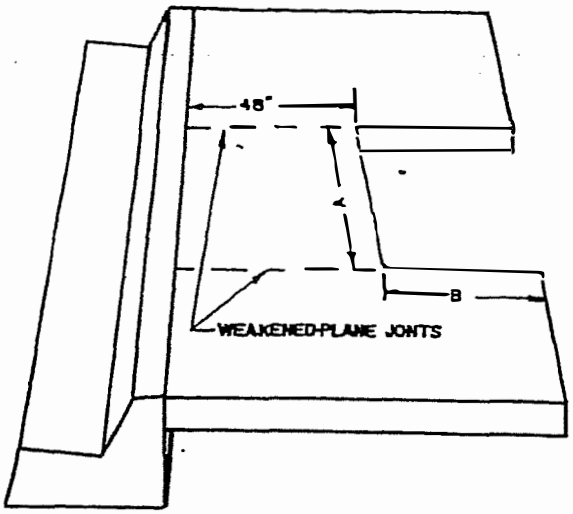
1. TOP OF INLET STRUCTURE(CASE I) TO BE FLUSH WITH ADJACENT SURFACE.
2. CONSTRUCT P.C.C. WALK AND CURB AND GUTTER AS SPECIFIED ON PLAN. MINIMUM REPLACEMENT OF WALK AND CURB AND GUTTER SHALL BE FROM JOINT TO JOINT OR AS DIRECTED BY THE CITY ENGINEER. SEE STD. DWG. NO. 314. THE CONTRACT PRICE PAID FOR P.C.C. WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUCTION WITH PARKWAY CULVERT.
3. ONE CIRCULAR PIPE SHALL BE PLACED AT A LOCATION OTHERWISE, THE PIPE SHALL BE ALHAMBRA FOUNDRY A470 OR EQUAL WITH THE SIZE AS SPECIFIED ON PLAN, FOR SIZES OTHER THAN 3" X 5,9,12" H SHALL BE 10" AND C.F. OVER PIPE SHALL BE INCREASED 1" FOR 1".
4. INLET CASE TO BE SPECIFIED ON IMPROVEMENT OR GRADING PLAN.
5. ANGLE "α" EQUALS 0° UNLESS OTHERWISE SPECIFIED.
6. TYPE, DIMENSIONS, AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER IMPROVEMENT PLAN.
7. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR INLET CASE I SHALL BE ALHAMBRA FOUNDRY 14" X 24" TYPE A-2422 (GALVANIZED) OR EQUAL, PLACED LEVEL.
8. CONCRETE SHALL BE CLASS 520C 2500.

CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	PARKWAY DRAIN NO.2	DRAWN E.K.S. SCALE NONE
	APPROVED B D Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19368	STD. DWG. NO. 418

REV.



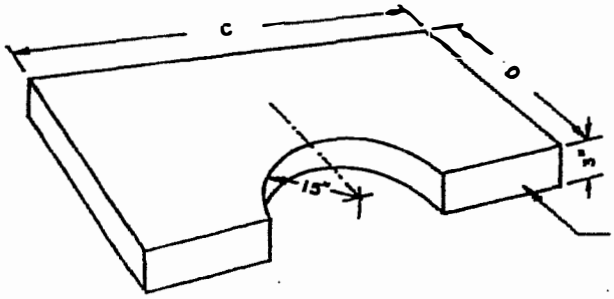
PARKWAYS LESS THAN 8'
1 COVER REQUIRED
CASE I: 2'X 4' TREE WELL



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

TREE WELLS

CASE	A	B	C	D
I	4'-0"	2'-0"	3'-11"	1'-11½"
II	4'-0"	4'-0"	3'-11"	1'-11½"



POROUS TREE WELL COVER

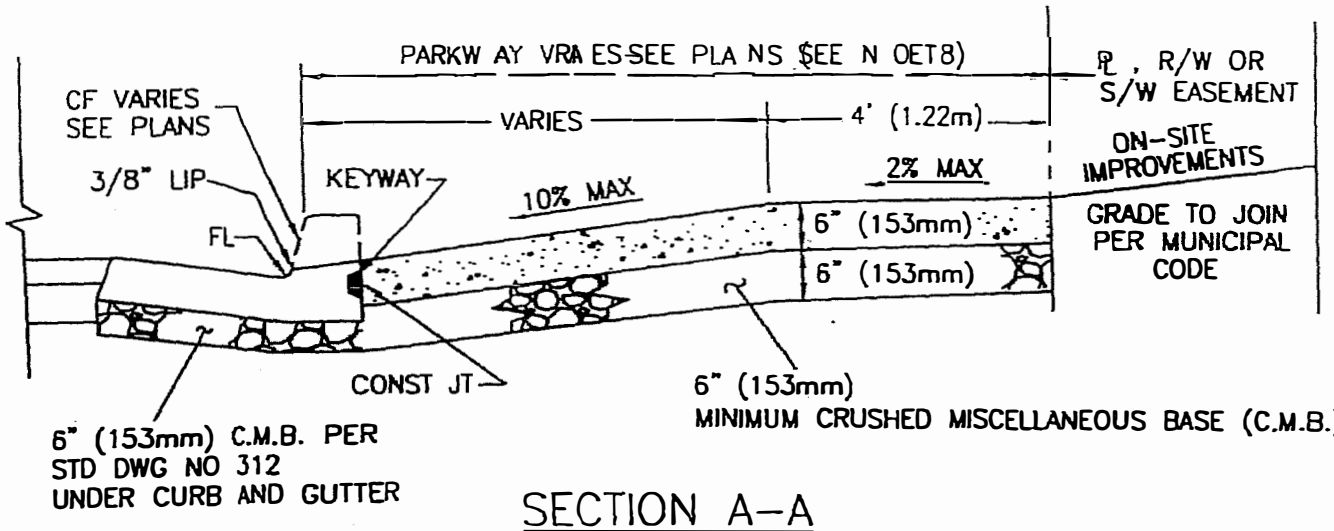
TYPICAL SECTIONS

NOTES:

1. TREE WELLS SHALL BE PLACED APPROXIMATELY 50' APART, BUT NOT LESS THAN ONE PER RESIDENTIAL LOT.
2. LOCATION OF TREE WELLS WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:
   A. 25' FROM CURB RETURNS.
   B. 15' FROM LIGHT STANDARDS AND POWER POLES.
   C. 10' FROM FIRE HYDRANTS, DRIVEWAYS, HOUSE WALKS, UTILITY METERS, PEDESTALS.
   D. 10' FROM ALL UTILITY LATERALS AND MAINS.
3. COVERS ARE TO BE COLORED BUFF USING AN ACCEPTABLE COLORING AGENT.
4. TREE WELLS ARE TO BE BACKFILLED WITH CLEAN DIRT AND FLUSH WITH ADJACENT WALK UNTIL TREES ARE PLANTED.

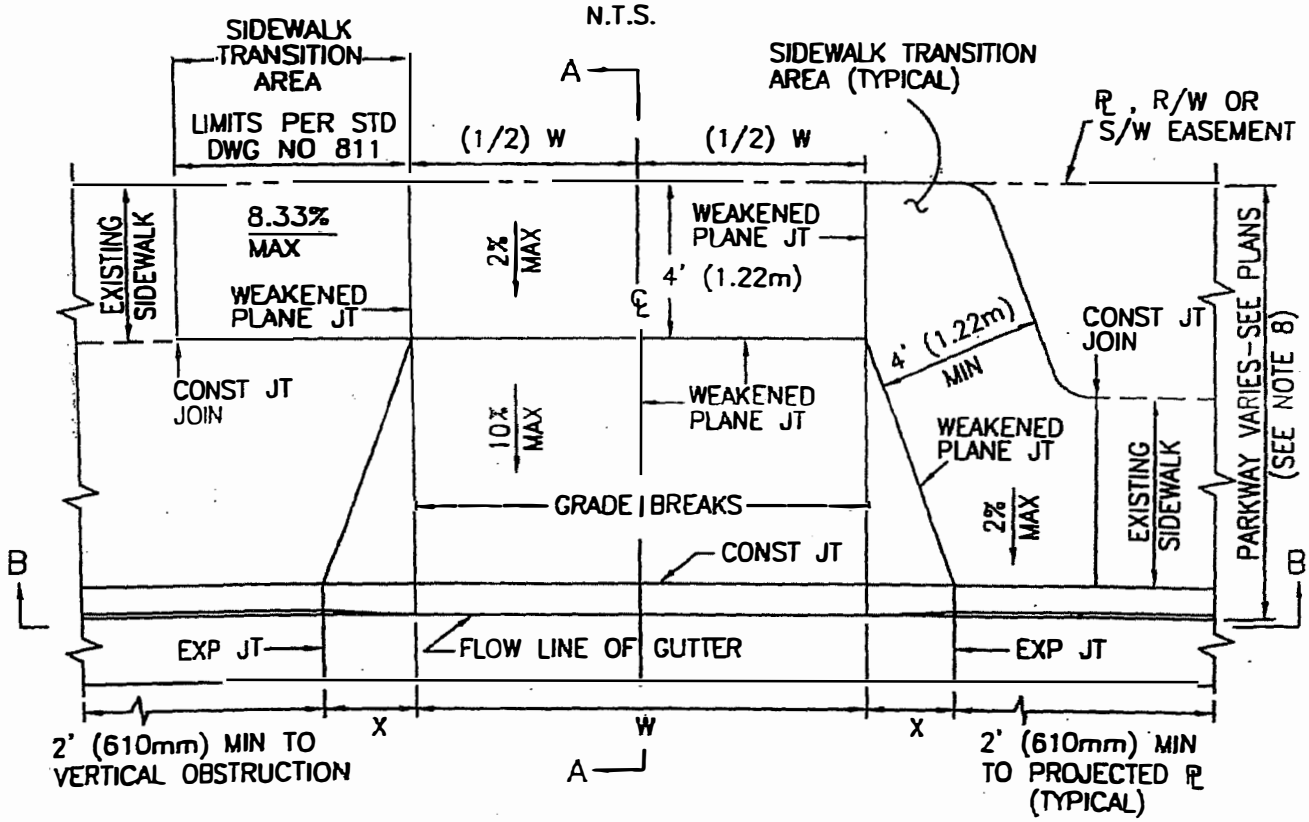
CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT	SIDEWALK TREE WELL & COVER	DRAWN E.K.S. SCALE NONE
	APPROVED B D Mattern DATE 12/13/85 BRUCE D. MATTERN R.C.E. 19388	STD. DWG. NO. 419

REV.



SECTION A-A

N.T.S.

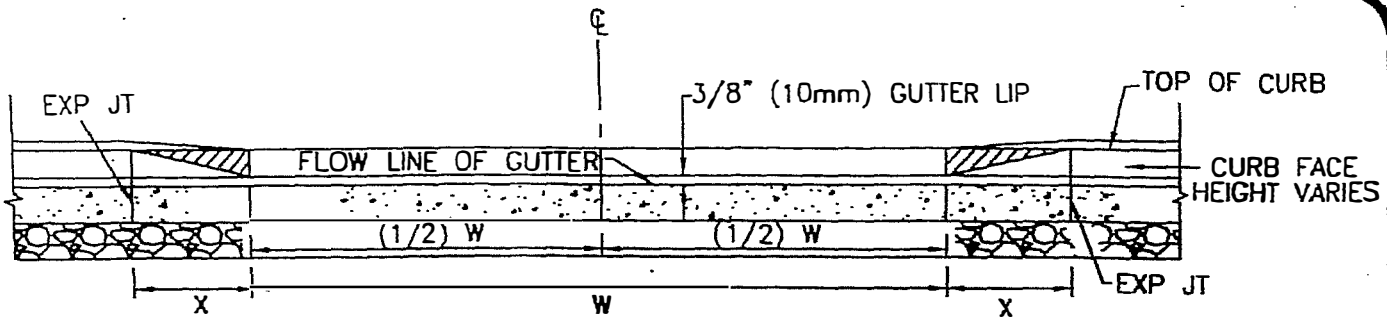


PLAN

N.T.S.

CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT	RESIDENTIAL DRIVEWAY APPROACH TYPE I	
APPROVED BY: ERNESTO MUÑOZ, CITY ENGINEER — WILLIAM MORRIS, DIRECTOR OF PUBLIC SERVICES — 1/10/03		STD. DWG. NO. 513

FILE NAME: STD-513.DWG / REVISED: SHT. 1 OF 2



SECTION B–B

N.T.S.

DIMENSIONS

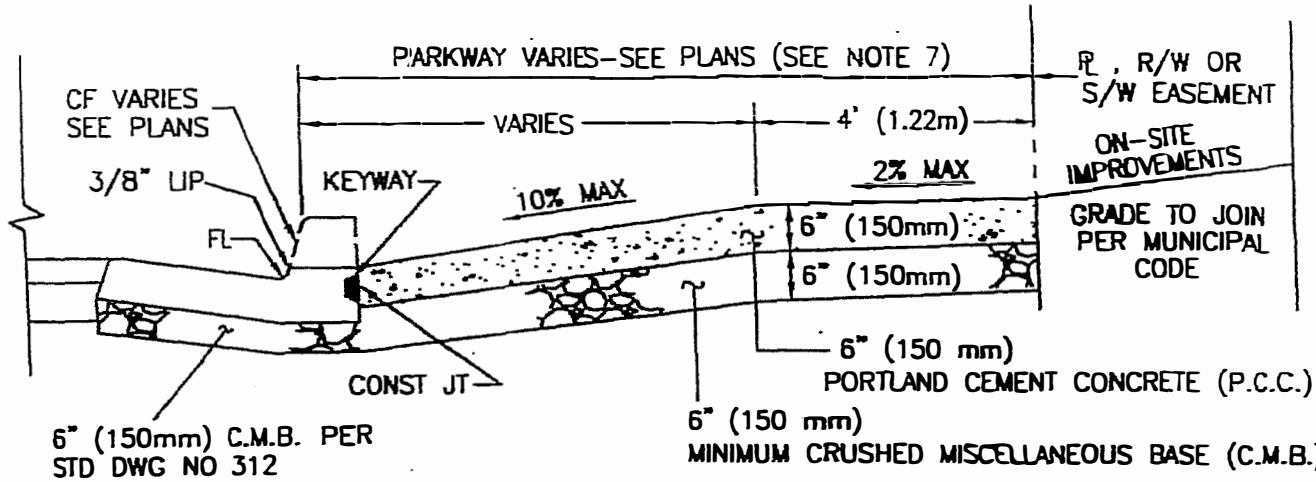
W=10' (3.05m) MIN – 16' (4.88m) MAX FOR RESIDENTIAL DRIVEWAYS.
X= 4' (1.22m) FOR 6" (153mm) CURB FACE.
X= 5' (1.52m) FOR 8" (204mm) CURB FACE.

NOTES:

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

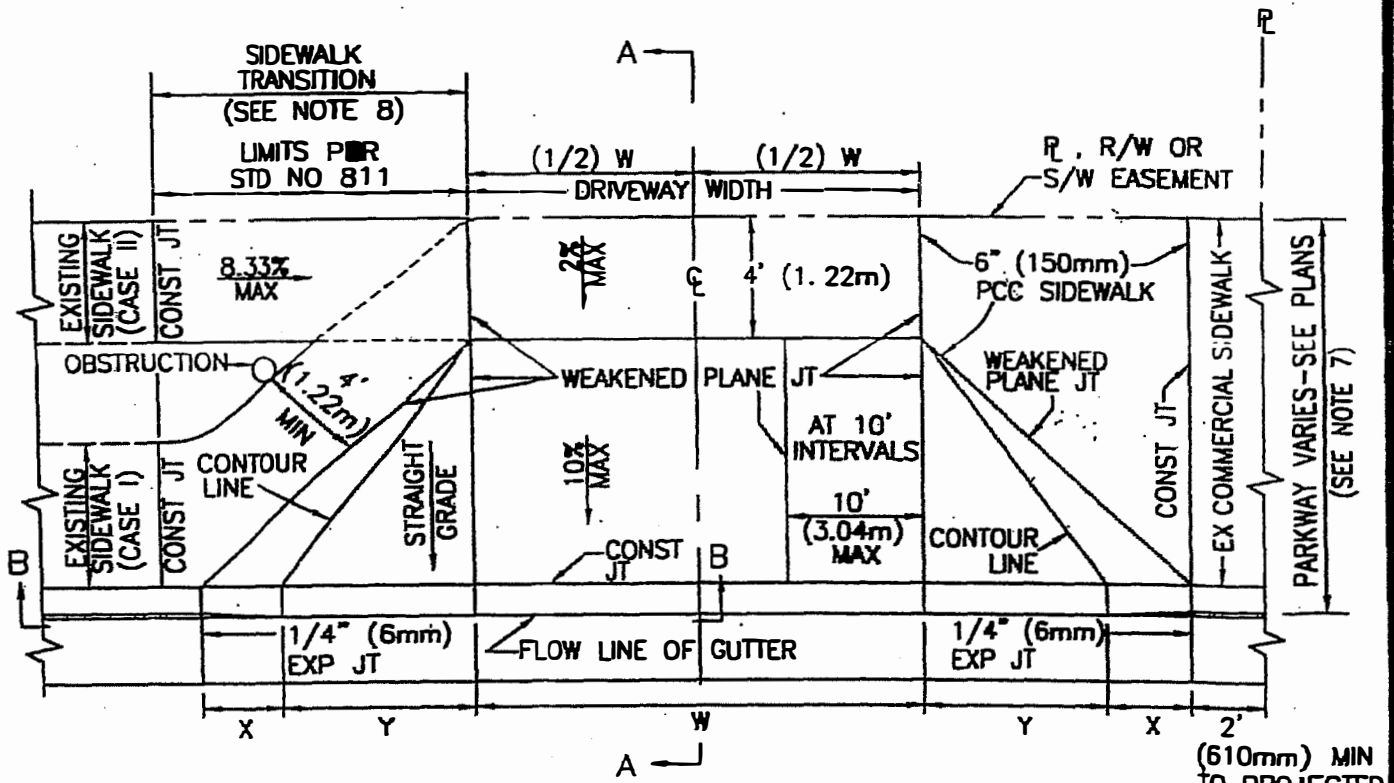
CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT	RESIDENTIAL DRIVEWAY APPROACH TYPE I	
APPROVED BY: ERNESTO MUÑOZ CITY ENGINEER — WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES 1/10/03		STD. DWG. NO. 513

FILE NAME: STD–513.DWG REVISED: SHT. 2 OF 2



SECTION A–A

N.T.S.

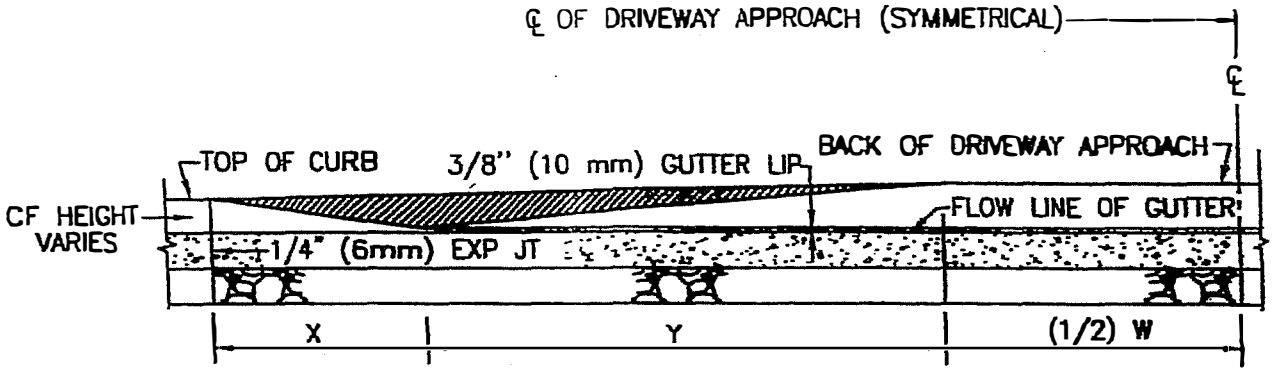


PLAN

N.T.S.

CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT	DRIVEWAY APPROACH–TYPE II COMMERCIAL AND MULTI–USE	Costa Mesa
APPROVED: ERNESTO MUNOZ CITY ENGINEER — WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES 9/24/03		STD. DWG. NO. 514

FILE NAME: STD–514.DWG REVISED: SHT. 1 OF 2



SECTION B–B

N.T.S.

DIMENSIONS

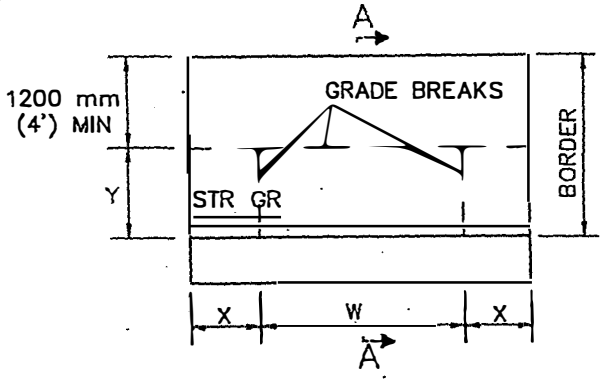
W= 16' (4.88m) MIN – 26' (7.92m) MAX FOR ALL DRIVEWAYS.
X= 4' (1.22m) FOR 6" (150mm) CURB FACE.
X= 5' (1.52m) FOR 8" (200mm) CURB FACE.
Y= 7' (2.13m) ON MASTER PLAN STREETS
Y= 4' (1.22m) ON RESIDENTIAL, NON–MASTER PLAN STREETS.

NOTES:

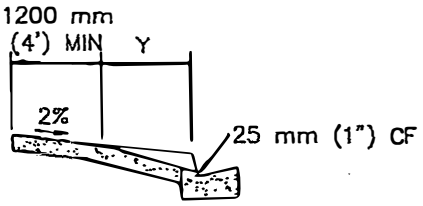
1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. CONCRETE SHALL BE CLASS 560–C–3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201–1.
3. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
4. BASED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

CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT	DRIVEWAY APPROACH–TYPE II COMMERCIAL AND MULTI–USE	Costa Mesa
APPROVED: ERNESTO MUNOZ / CITY ENGINEER — WILLIAM MORRIS / DIRECTOR OF PUBLIC SERVICES 9/24/03		STD. DWG. NO. 514

FILE NAME: STD–514.DWG REVISED: SHT. 2 OF 2

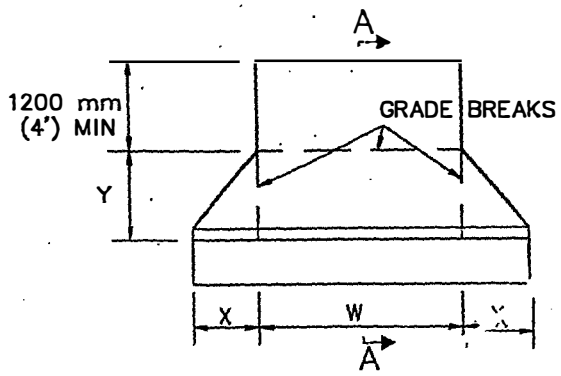


TYPE A



SECTION A–A

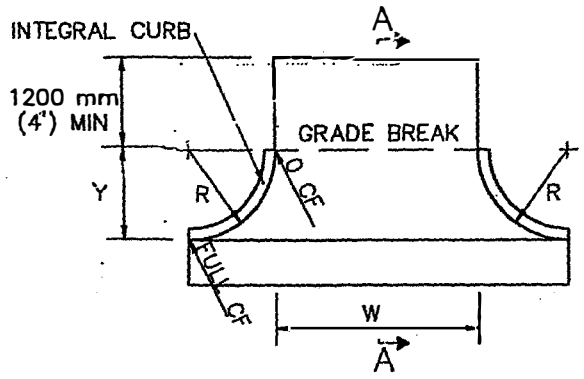
CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3'–0")	1200 (4'–0")
175 (7")	1050 (3'–6")	1425 (4'–9")
200 (8")	1200 (4'–0")	1700 (5'–8")
225 (9")	1350 (4'–6")	1950 (6'–6")
250 (10")	1500 (5'–0")	2175 (7'–3")
275 (11")	1650 (5'–6")	2400 (8'–0")
300 (12") or more	1800 (6'–0")	2625 (8'–9")



TYPE B

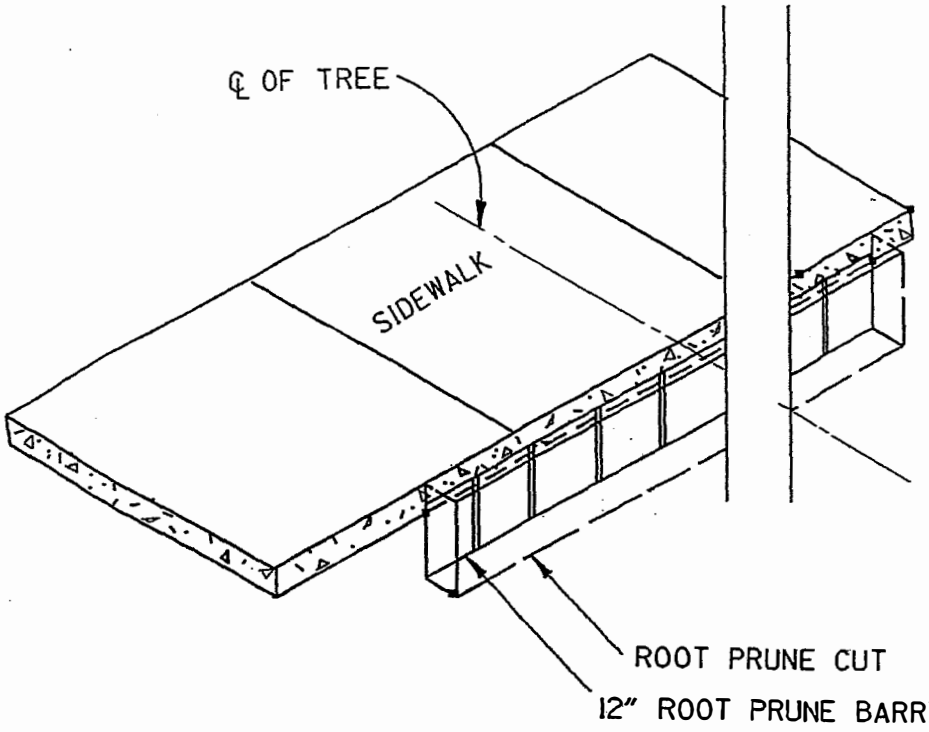
NOTES:

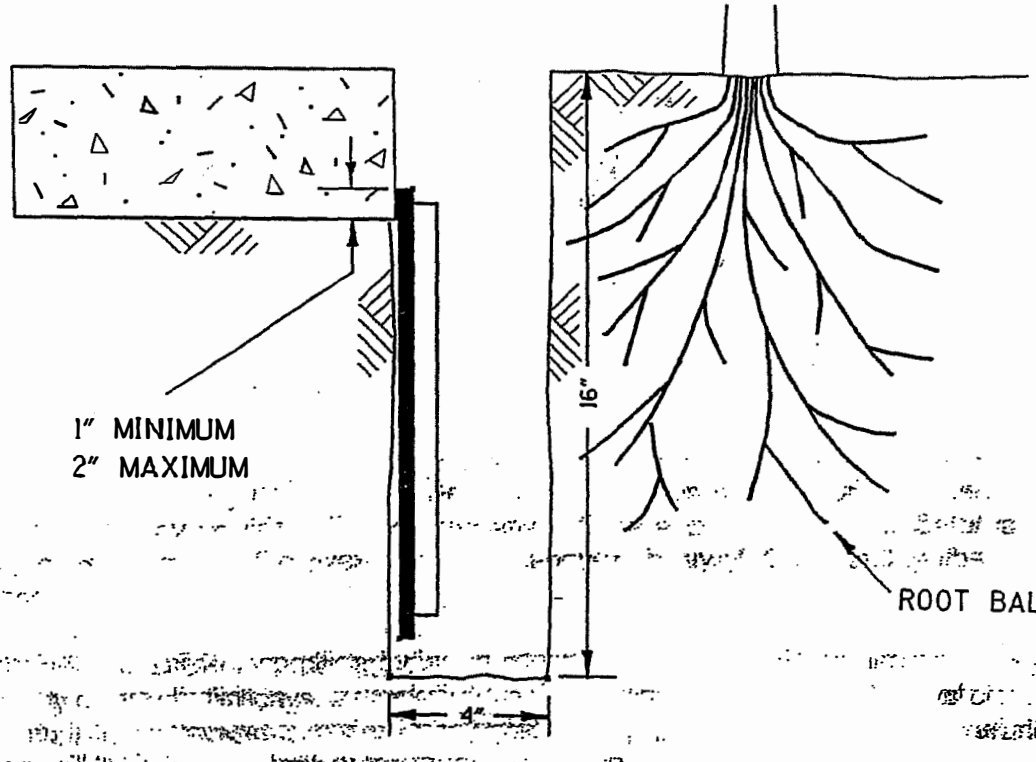
1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDE OF A DRIVEWAY AND AT APPROXIMATELY 3000 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.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



TYPE C

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1998	**DRIVEWAY APPROACHES**	STANDARD PLAN METRIC 110 - 1
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF1





ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

Approved W.L. Zoun Director of Public Works

Adopted: Res. 78-791 As Revised: Res. 86-1141, 88-1341, 95-546

TREE ROOT BARRIER

STD. PLAN

1708

SHT. 1 OF 2

NOTES:

Tree Trimming :

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

   a. Removal of all dead, damaged, diseased, or structurally deficient limbs;
   b. Thinning to reduce interior wind resistance;
   c. Vertical clearance of 14.Ø feet over roadways 9.Ø feet over sidewalks;
   d. Visual clearance around all traffic control devices and signs;
   e. An overall balanced appearance.

2. Root Pruning :

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

3. Root Control Barrier :

Barrier shall be fabricated from a high density, high impact plastic, i.e. Polystyrene, Polyethylene, Polyvinyl Chloride, (PVC), or Acrylonitrile-Butadiene-Styrene (ABS). The interior surface shall have ½" high (minimum) raised vertical ribs spaces 6" to 8" apart the full depth of the barrier and shall be expressly designed for root deflection.

Barrier used for root pruning shall have a minimum depth of 12" with a minimum thickness of Ø.Ø6". Barriers shall be 16 feet long in one continuous piece (preferred) or in a combination of pieces securely fastened with adhesive at joint points.

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

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

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

TREE ROOT BARRIER

STD. PLAN
1708
SHT. 2 OF 2

UNITED STATES POST OFFICE

OUR REF: WED13:JDIAZ:am:-9998 DATE: May 30, 1990

SUBJECT: Location of mailboxes P.O.CL:

TO: City of Costa Mesa

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

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

156.54 D.M.M. Location

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

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

155.262 Hardship cases

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

MAILBOX IMPROVEMENT WEEK—Continued

Exhibit C

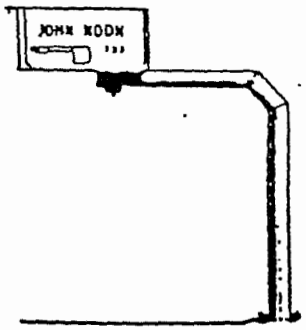
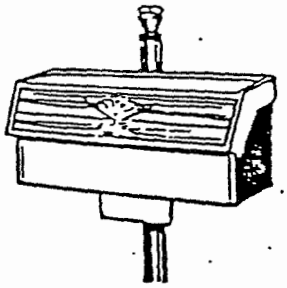


Exhibit D



Contract Delivery Routes

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

General Requirements

The placement of mailboxes on both rural and contract routes must be safe and convenient for carriers. The boxes must be on the right-hand side of the road in the carrier's travel direction so they can deliver mail without leaving their conveyance. This rule especially applies where traffic conditions make it dangerous for the carrier to drive to the left in order to reach the boxes, or when doing so would constitute a violation of traffic laws and regulations (apartment house or other multiple dwellings can be exempted from this rule as described in DMM 156.312).

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

Mailbox Supports

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

The Federal Highway Administration (FHWA) has determined that mailbox supports no larger than 4 inches by 4 inches or a 4½-inch diameter wood post or a 2-inch diameter standard steel or aluminum pipe, buried no more than 24 inches, should safely break away if struck by a vehicle. The mailbox must also be securely attached to its post to prevent separation when struck. Exhibits E and F on page 12 are detailed examples of mailbox mountings and supports suggested by the FHWA. Boxes and supports should also be painted and free from rust.

NDCBUs and All-Weather Parcel Lockers

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

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

Equipment Review Procedure

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

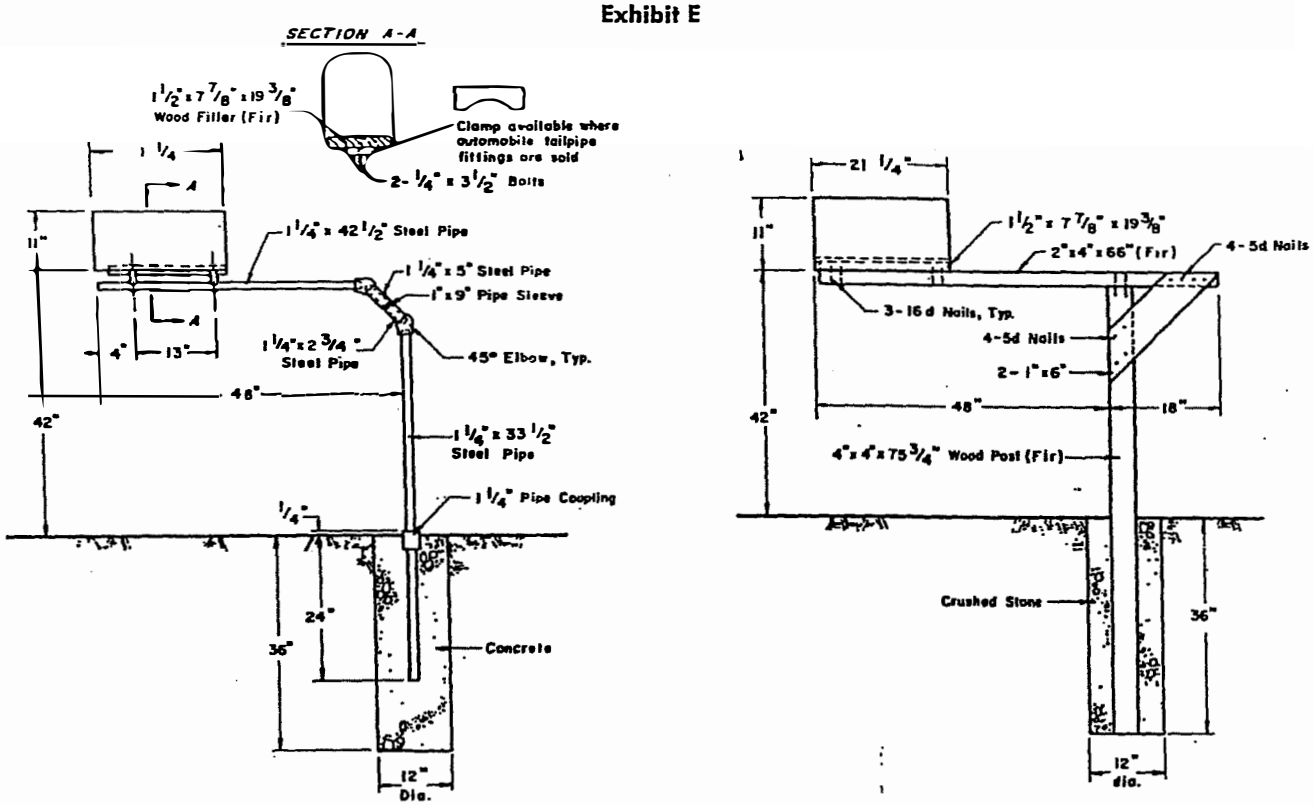
1. List the unit location, type, and manufacturer in the left-hand column (omit manufacturer if all items are in order).
2. Assign each checklist item one of the following ratings:
   - OK—Equipment does not need attention for this item.
   - X—Equipment needs attention for this item.
   - NA—Item does not apply to this particular piece of equipment.
3. Examine the following items and annotate Exhibit G:

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

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

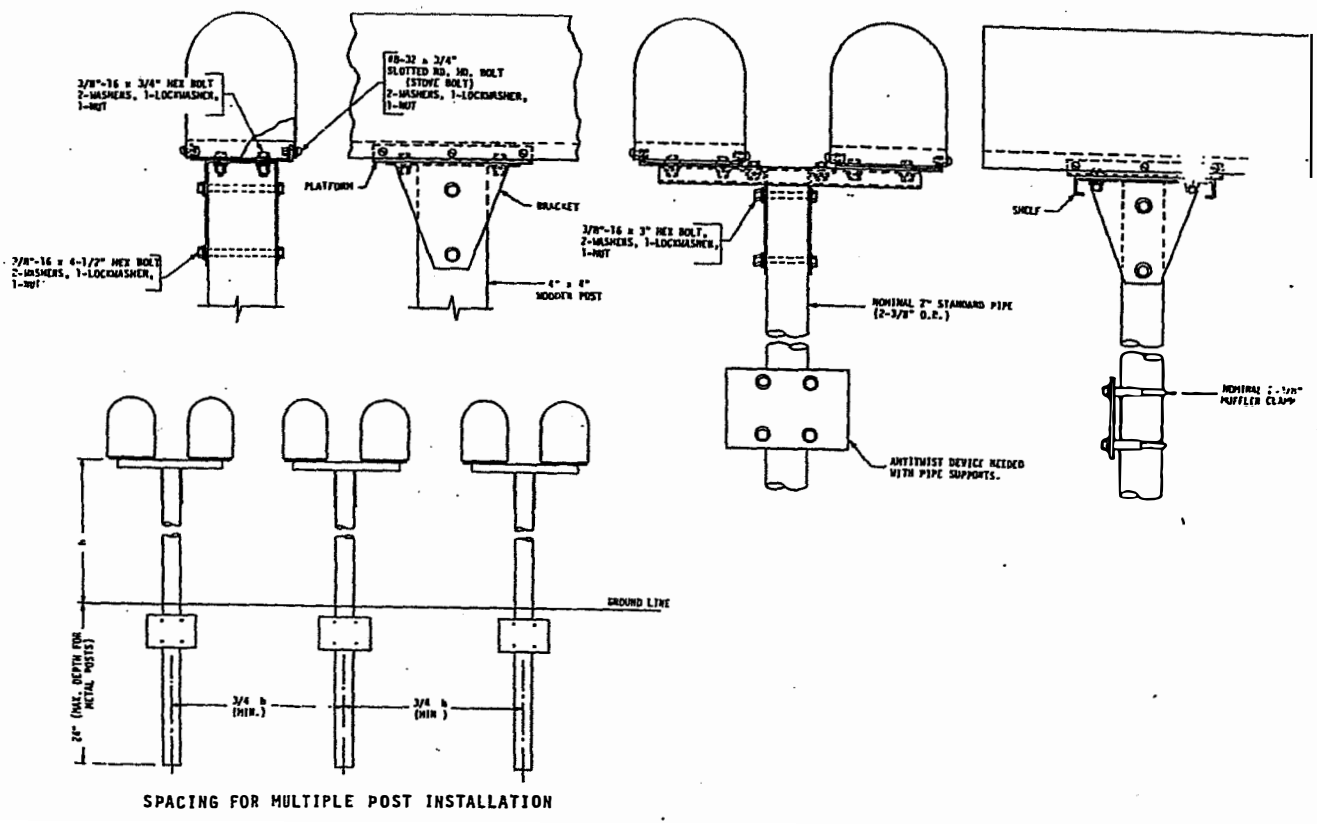
c. Observe whether the carrier access door is locked and secure. Open it and observe that it is not bowed or warped and that the door and locking bar operate smoothly. With carrier access door(s) open, notice if restraining devices prevent the door

Exhibit E



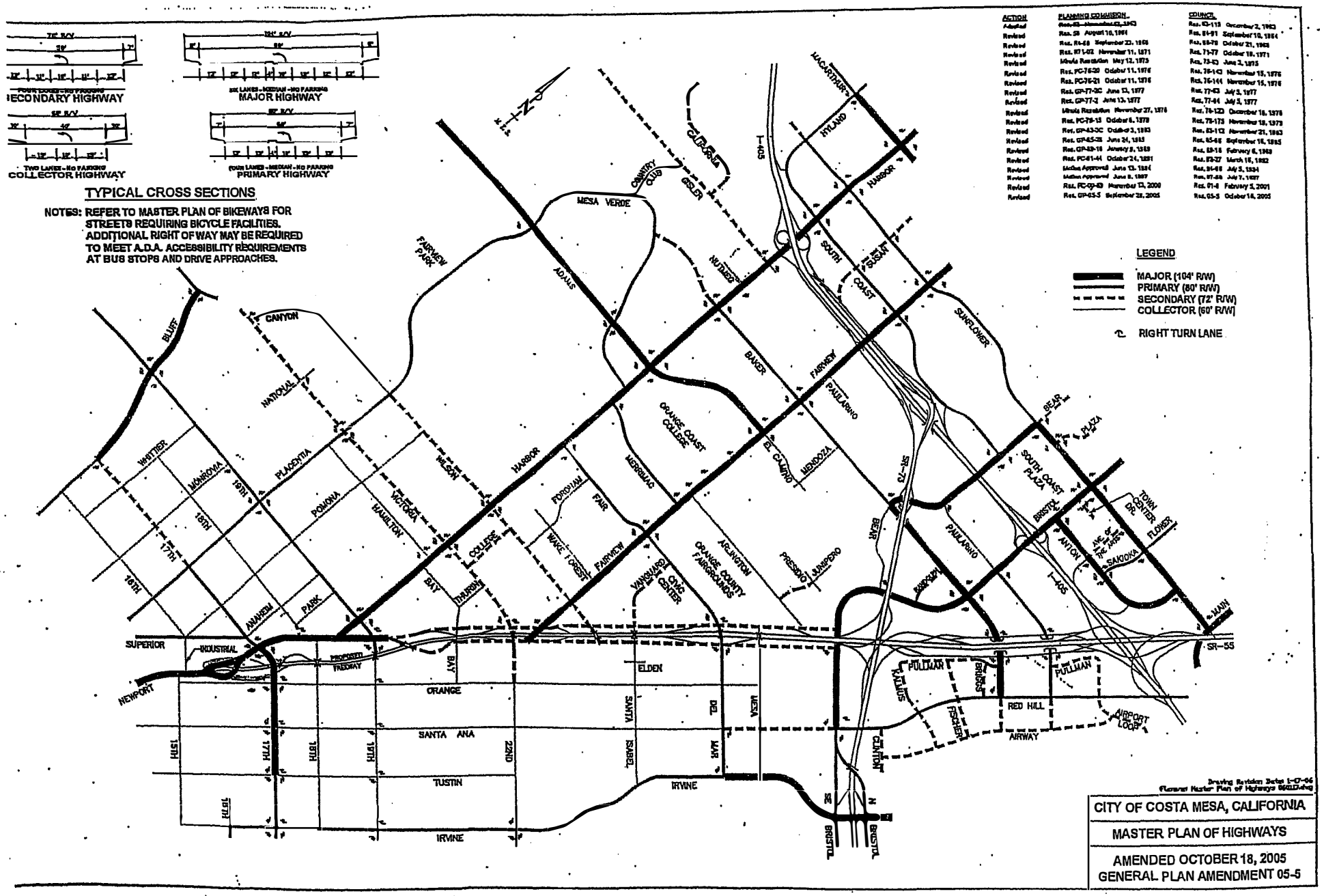
CANTILEVER MAILBOX SUPPORTS

Exhibit F



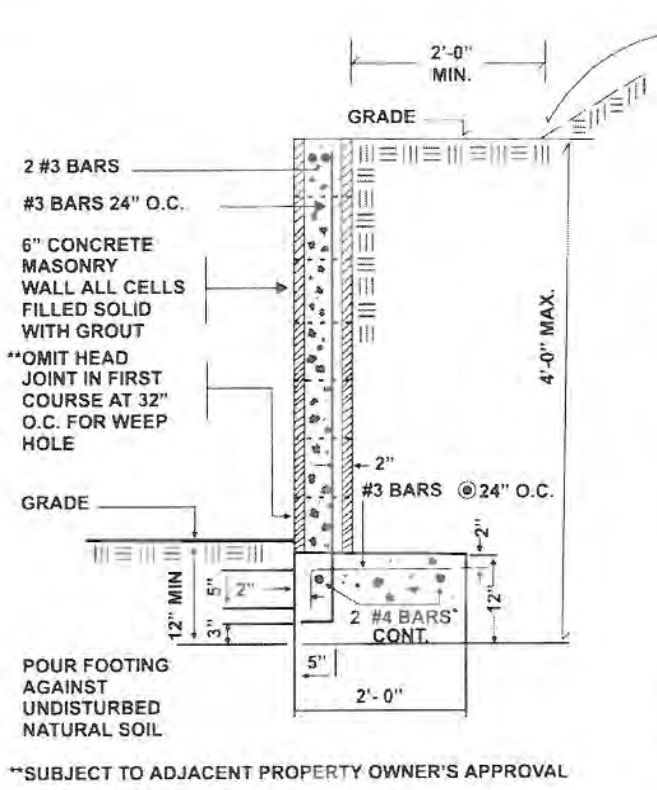
SPACING FOR MULTIPLE POST INSTALLATION

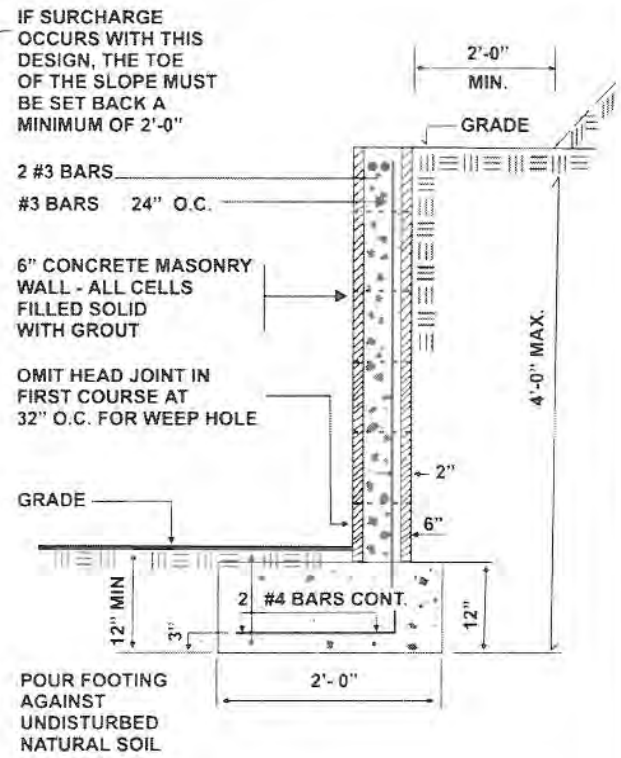
SINGLE AND DOUBLE MAILBOX INSTALLATIONS


TYPICAL CROSS SECTIONS
NOTES: REFER TO MASTER PLAN OF BIKEWAYS FOR STREETS REQUIRING BICYCLE FACILITIES. ADDITIONAL RIGHT OF WAY MAY BE REQUIRED TO MEET A.D.A. ACCESSIBILITY REQUIREMENTS AT BUS STOPS AND DRIVE APPROACHES.
SECONDARY HIGHWAY
MAJOR HIGHWAY
COLLECTOR HIGHWAY
PRIMARY HIGHWAY
LEGEND
MAJOR (104' R/W)
PRIMARY (80' R/W)
SECONDARY (72' R/W)
COLLECTOR (60' R/W)
RIGHT TURN LANE
ACTION
PLANNING COMMISSION
COUNCIL
CANYON
BLUFF
NATIONAL
WHITTIER
MONROVIA
PLACENTIA
POMONA
HAMILTON
MESA VERDE
ADAMS
FAIRVIEW PARK
HARBOR
COLLEGE
ORANGE COAST COLLEGE
BAKER
FAIRVIEW
PAULARINO
MACARTHUR
HYLAND
HARBOR
SUNFLOWER
SOUTH COAST
SOUTH COAST PLAZA
BEAR
PLAZA
TOWN CENTER DR.
FLOWER
SAKIOKA
ANTON
BRISTOL
MAIN
SR-55
I-405
SR-73
EL CAMINO
MENDOZA
NEWPORT
SUPERIOR
INDUSTRIAL
ANAHEIM
PARK
16TH
17TH
18TH
19TH
BAY
ORANGE
ELDEN
SANTA ANA
TUSTIN
IRVINE
17TH
22ND
55
MESA
SANTA ISABEL
BAKER
FAIRVIEW
WAKE FOREST
FORDHAM
MERRIMAC
VANGUARD
CIVIC CENTER
ORANGE COUNTY FAIRGROUNDS
ARLINGTON
PRESIDIO
JAMBORO
BARRANCA
PULLMAN
BRISTOL
KATELLA
FISHER
RED HILL
AIRWAY
AIRPORT LOOP
CLINTON
CITY OF COSTA MESA, CALIFORNIA
MASTER PLAN OF HIGHWAYS
AMENDED OCTOBER 18, 2005
GENERAL PLAN AMENDMENT 05-5

City of Costa Mesa Building Division

RETAINING WALLS





NOTES:

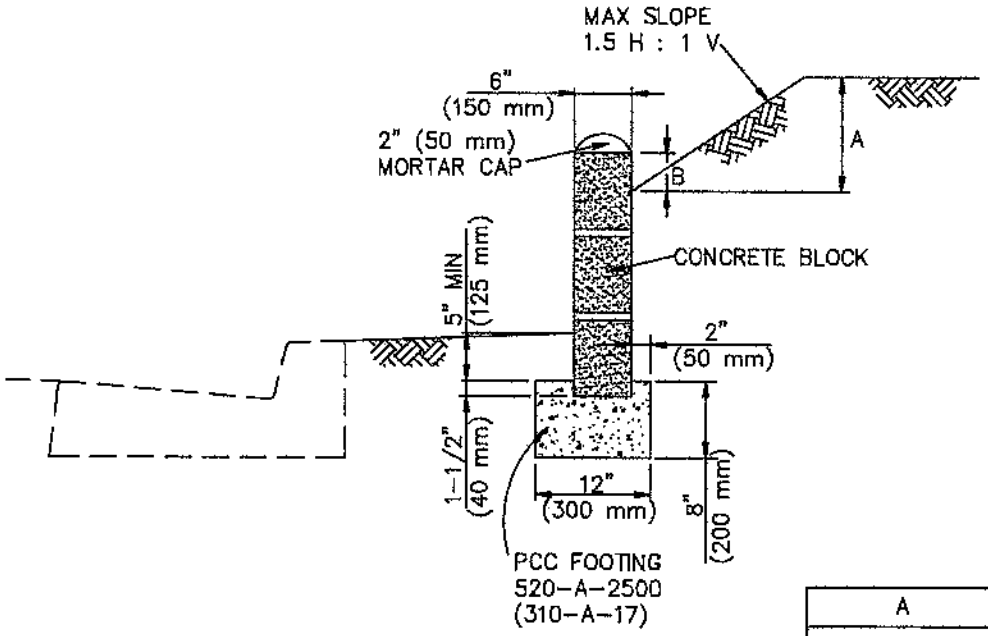
1. Retaining wall shall be grouted solid.
2. Reinforcing splices in masonry shall be lapped not less than 15", in concrete not less than 12".
3. Omit mortar at head joints of first course at 32" o.c.
4. Mortar shall be no leaner than 3 to 1.
5. Inspection required prior to grouting cells.
6. Retaining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

SPECIFICATIONS:

CONCRETE: 2500 psi at 28 days.

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

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



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

NOTES

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

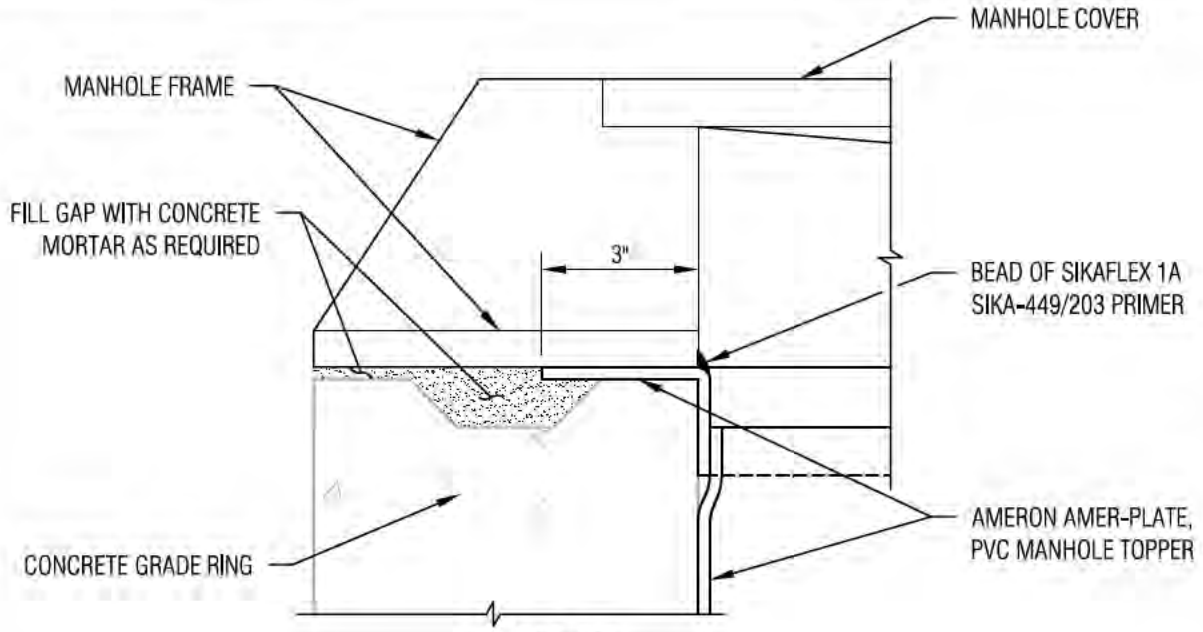
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1998, 2005, 2009, 2010

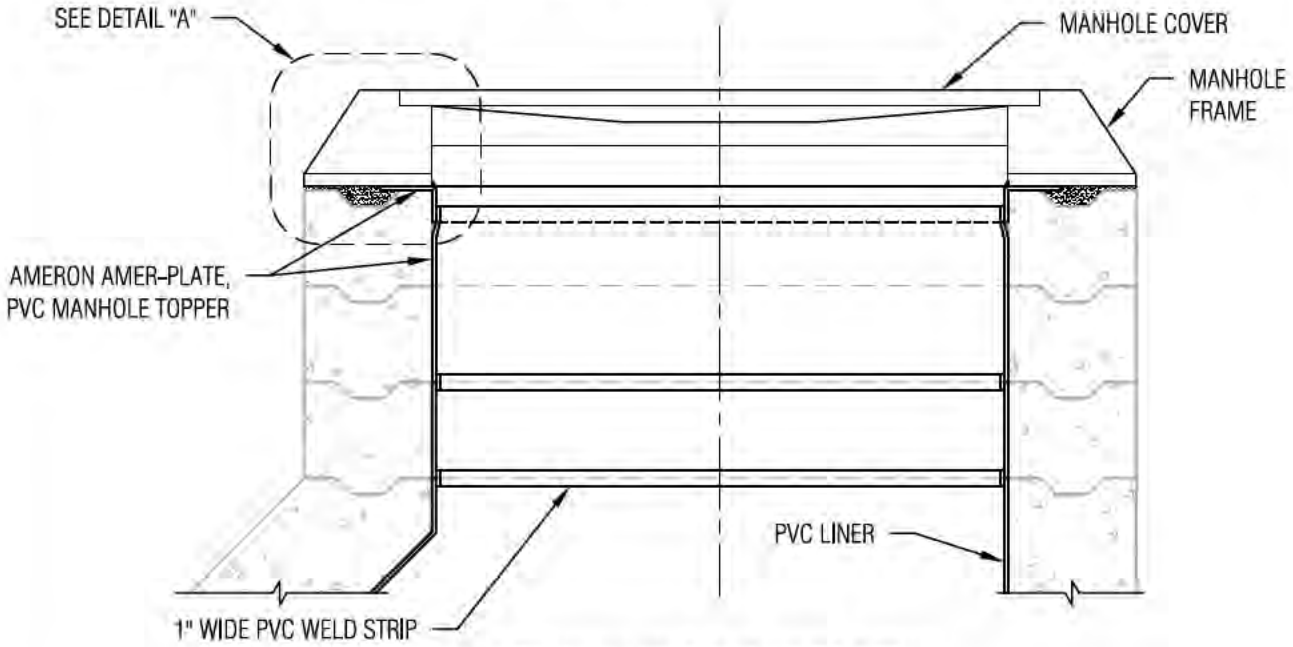
CONCRETE BLOCK SLOUGH WALL

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
622-4
SHEET 1 OF 1



DETAIL "A"



NEW MANHOLE PVC LINER DETAIL

NOTES:

1. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO ONE-EIGHTH INCH HIGH.
2. ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
3. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK SETTING CONCRETE FOR COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
4. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
5. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

NO.	APPROVED	DATE
1	EDAC	02/22/2017

ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY, CALIFORNIA
APPROVED BY
DIRECTOR OF ENGINEERING — DATE 5/20/18

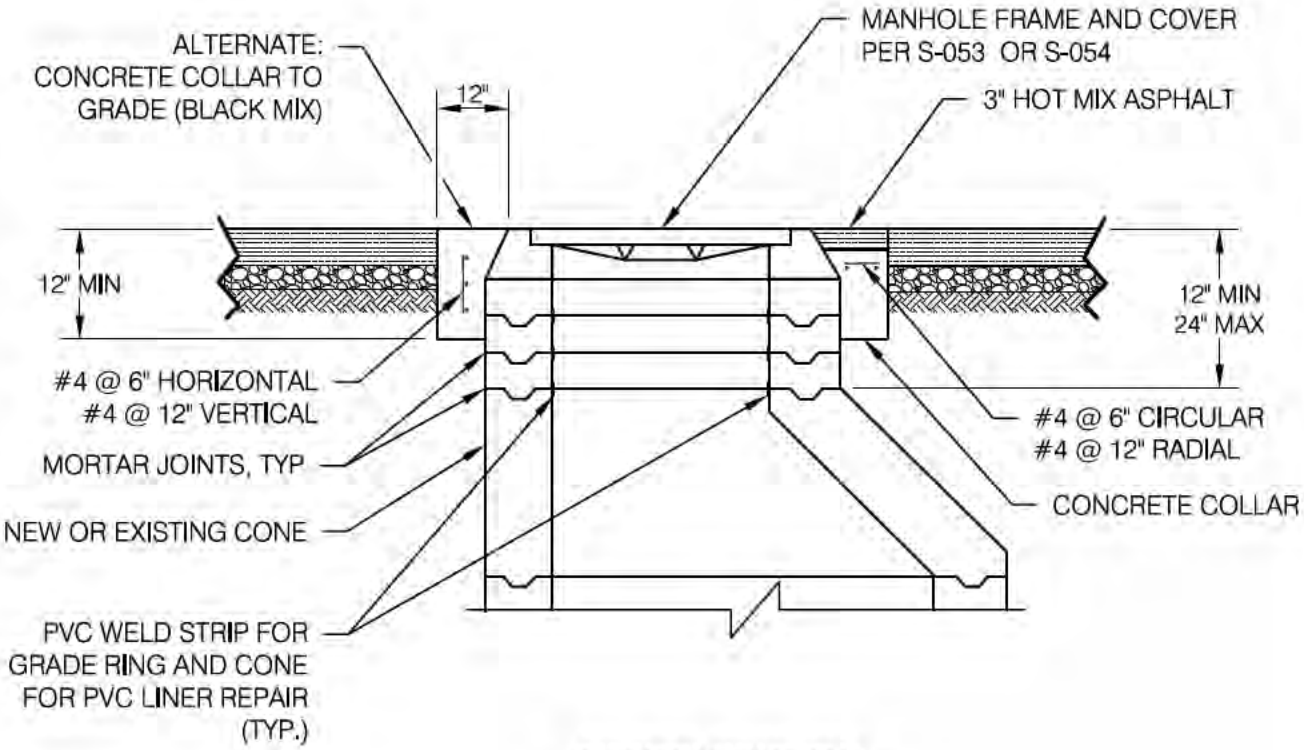
PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE

NO SCALE

STANDARD DWG.

S-050A

DWG: J:_CAD Standards\WIP\WIP_Engineering Standard Drawings\REVISED\S-050A - PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE.dwg
DATE: May 15, 2019 8:42am



CROSS SECTION

NOTES:

1. NEATLY REMOVE PAVEMENT AND AGGREGATE BASE AS NECESSARY TO MAKE ADJUSTMENT.
2. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO 1/8" HIGH.
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ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY, CALIFORNIA
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DIRECTOR OF ENGINEERING — DATE 5/20/16

MANHOLE ADJUSTMENT TO GRADE

NO SCALE
STANDARD DWG.
S-055

DWG: J:_CAD Standards\WIP\WP_Engineering Standard\Drawings\REVISED\S-055 - MANHOLE ADJUSTMENT TO GRADE.dwg
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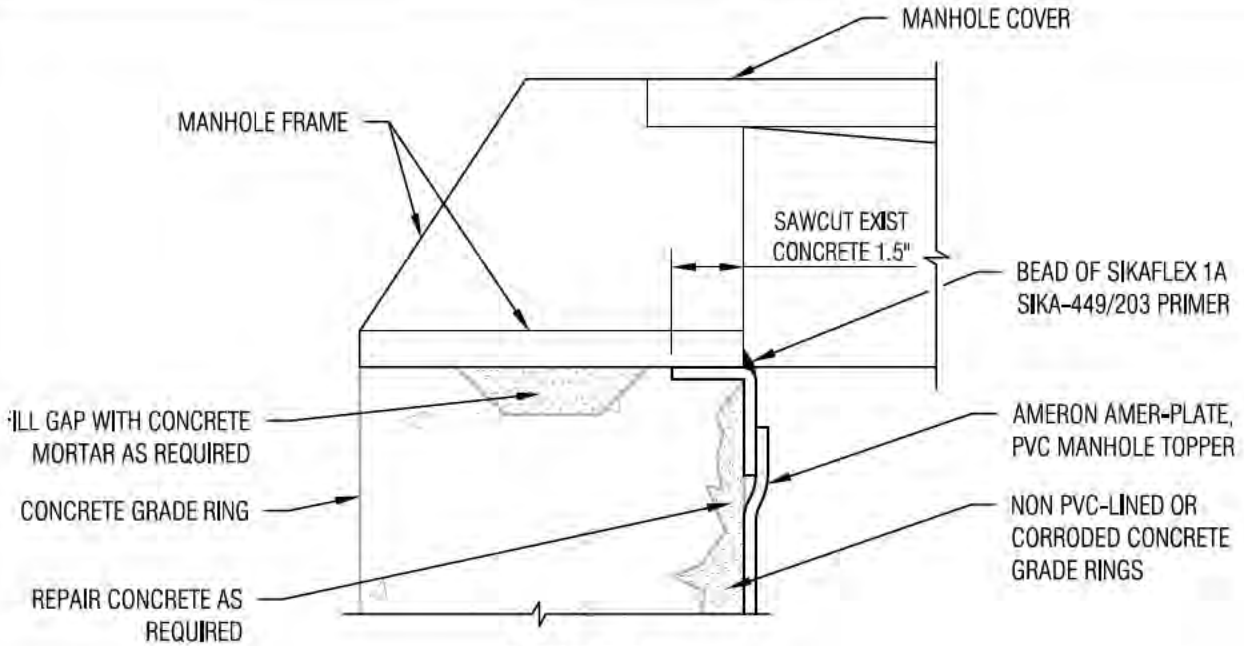

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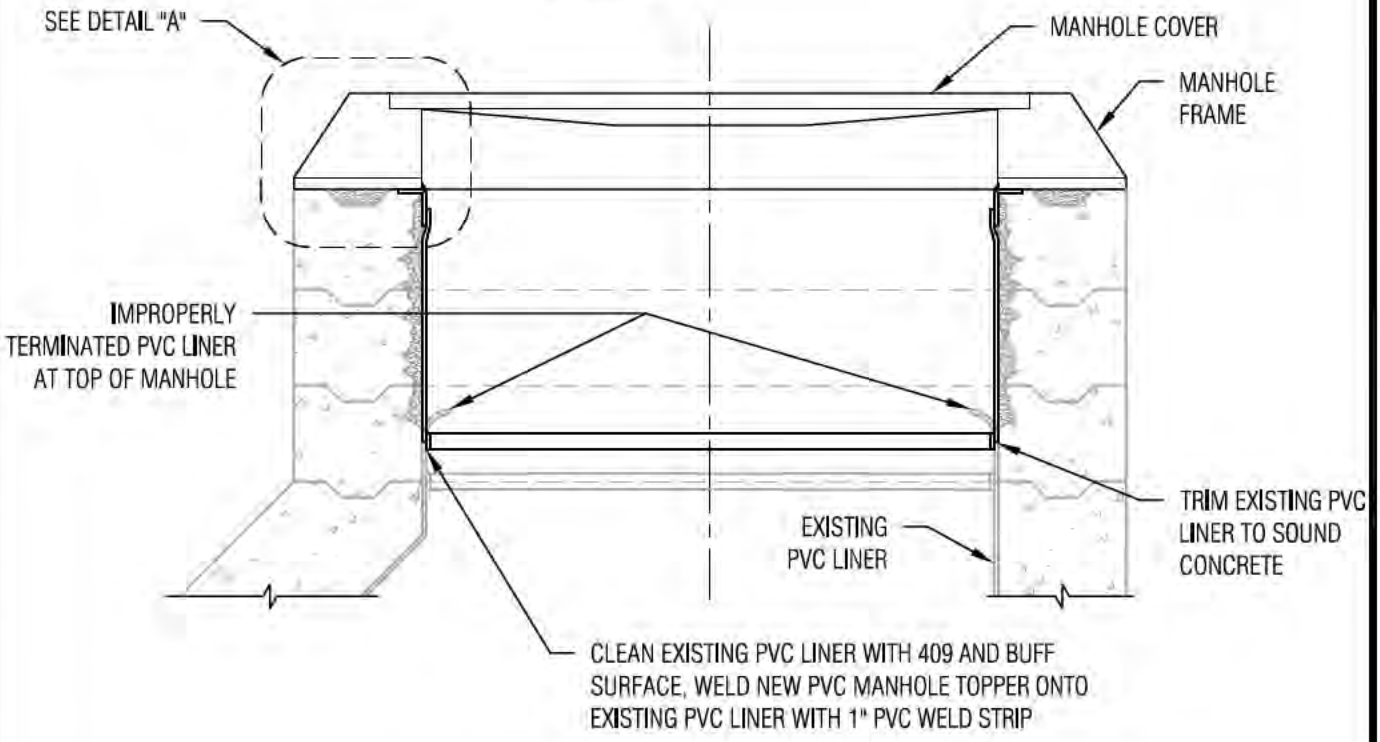

EXISTING MANHOLE PVC LINER DETAIL

NOTES:

1. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
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1	EDAC	02/22/2017

ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY, CALIFORNIA
APPROVED BY
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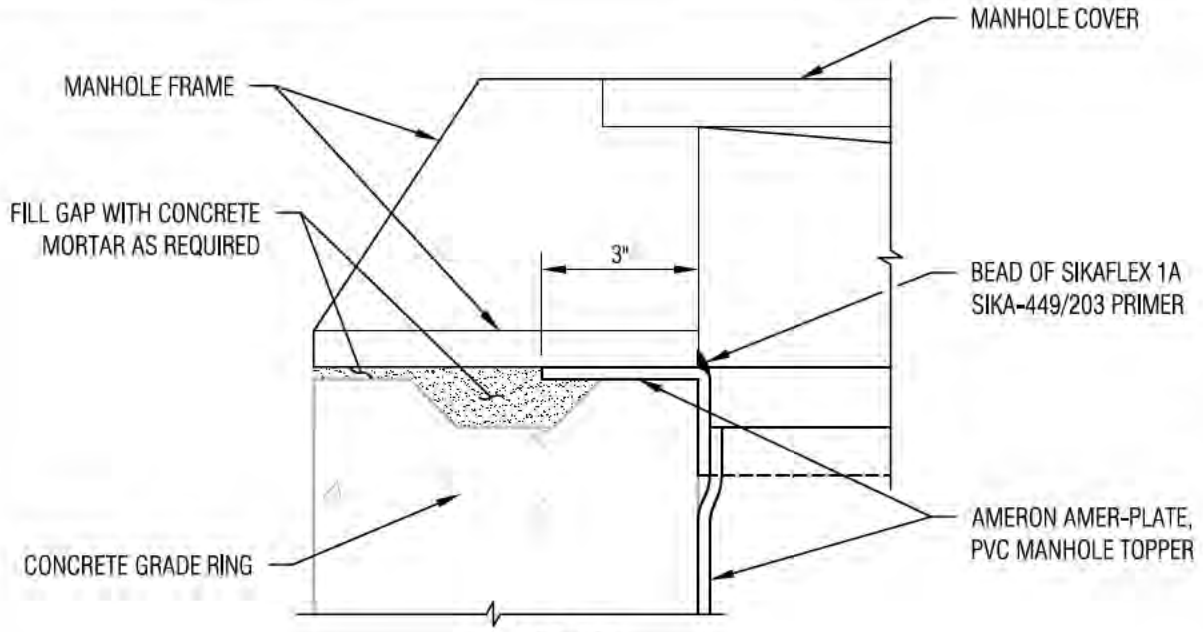
PVC LINER REPAIR
EXISTING MANHOLE

NO SCALE
STANDARD DWG.
S-055A

DWG: J:_CAD Standards\WIP\WIP_Engineering Standard Drawings\REVISED\S-055A - PVC LINER REPAIR EXISTING MANHOLE.dwg
DATE: Apr 17, 2019 10:15am



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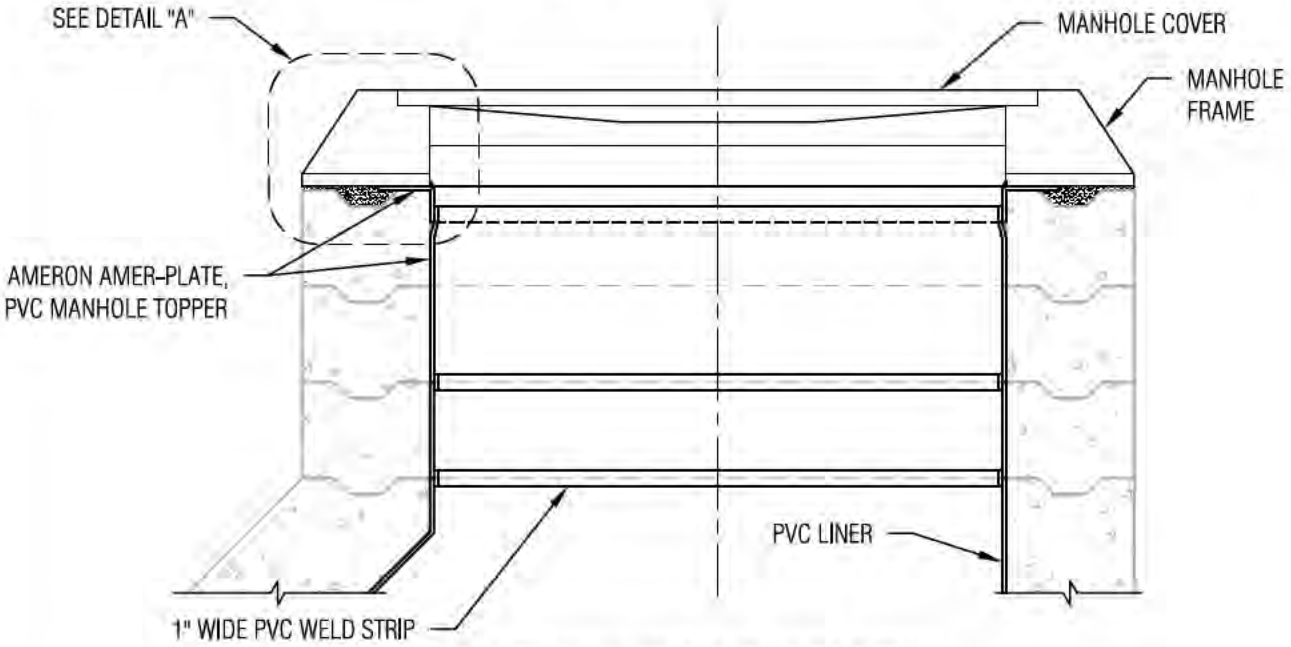

NEW MANHOLE PVC LINER DETAIL

NOTES:

1. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO ONE-EIGHTH INCH HIGH.
2. ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
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PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE

NO SCALE

STANDARD DWG.

S-050A

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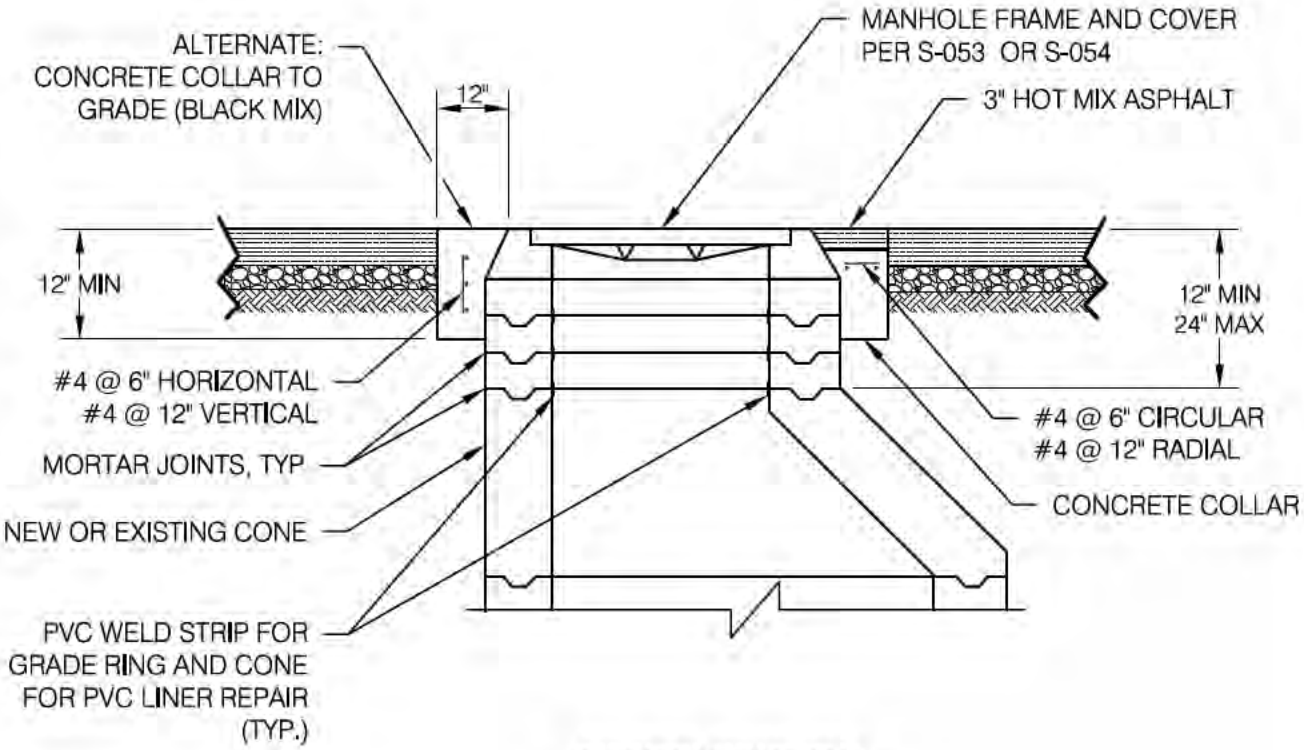

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ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY, CALIFORNIA
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MANHOLE ADJUSTMENT TO GRADE

NO SCALE

STANDARD DWG.

S-055

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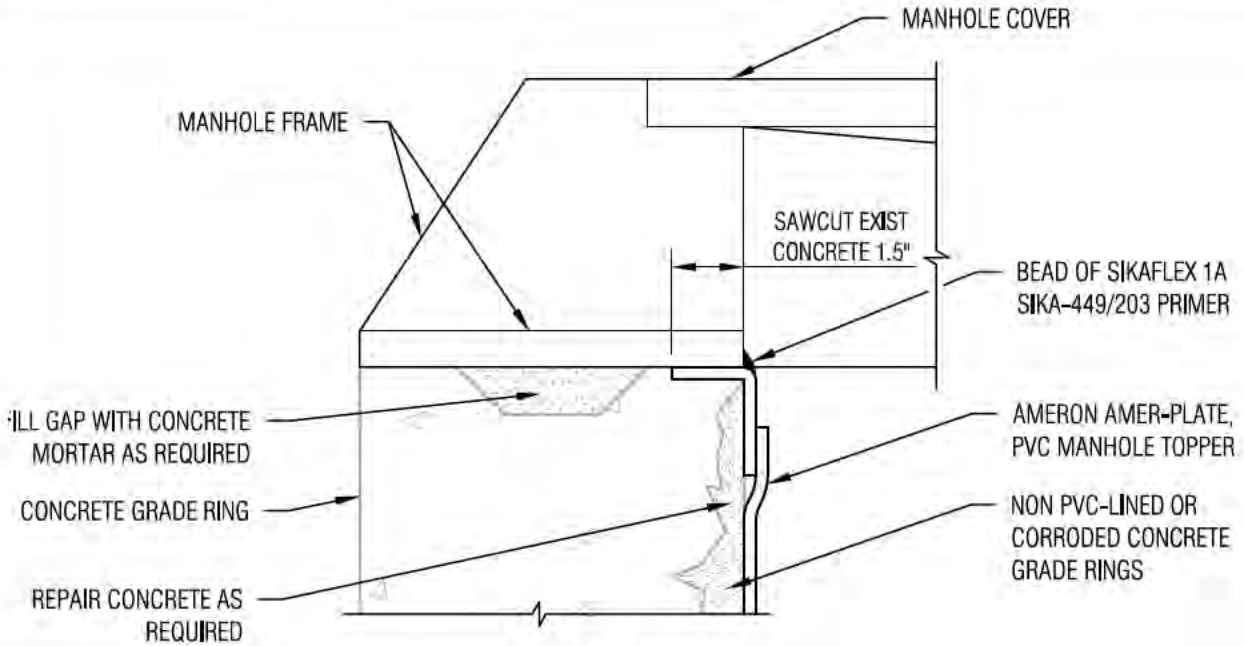

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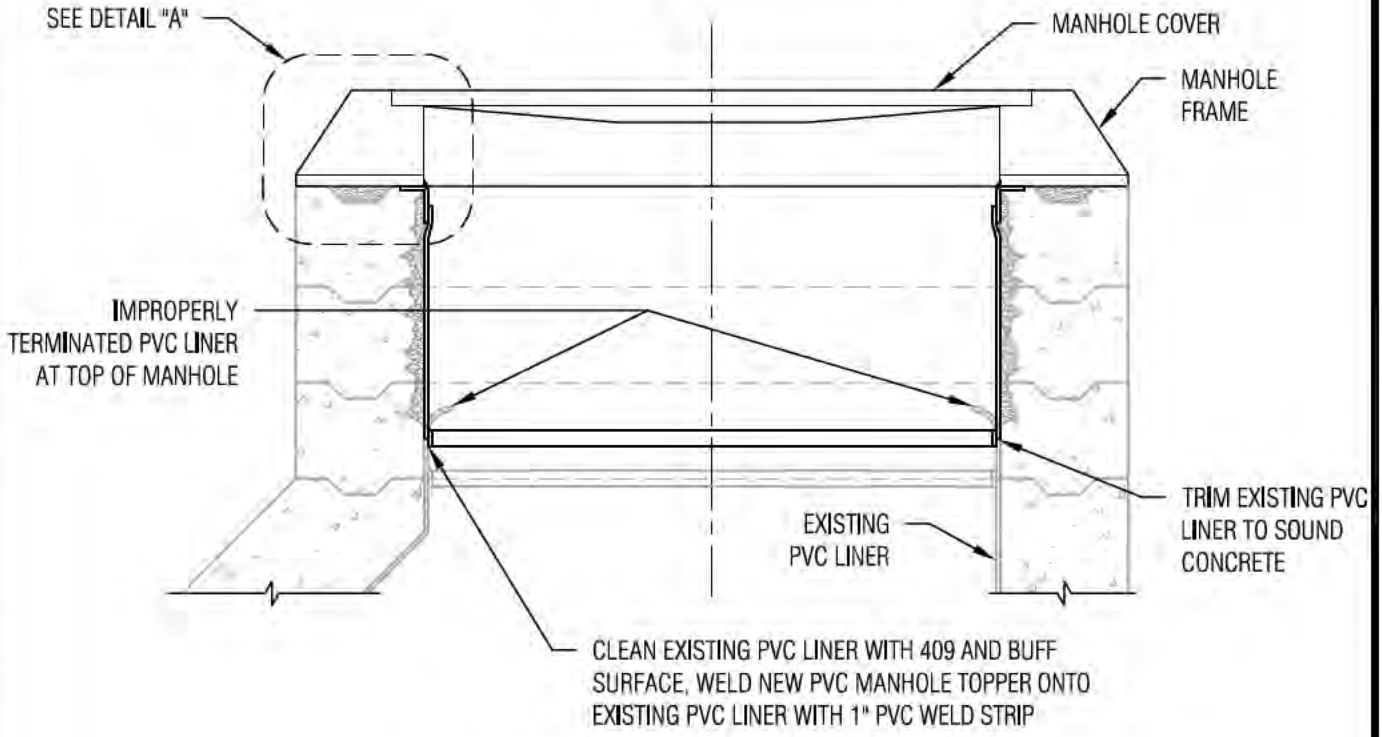

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PVC LINER REPAIR
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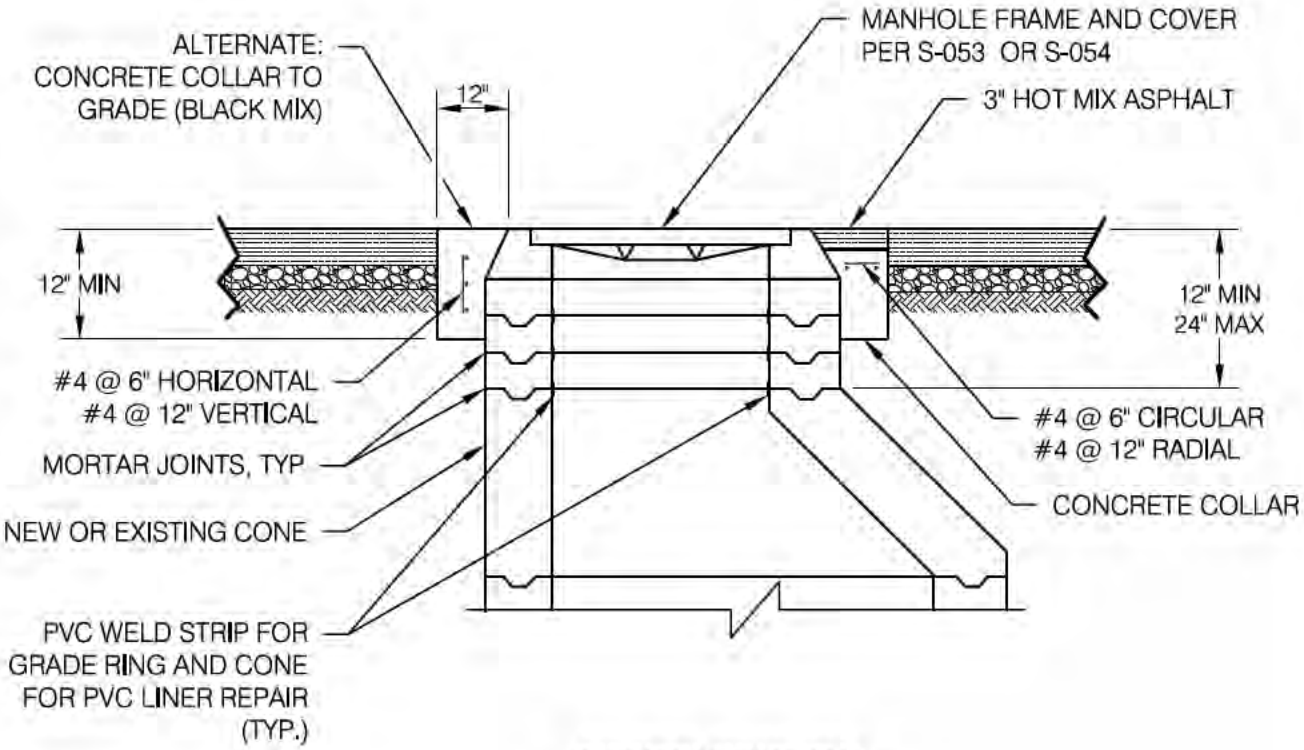

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City of Costa Mesa
Maintenance Services Division
Standard Irrigation Hardware

Mainlines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)
2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Lateral Lines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)
2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Irrigation Controller Specifications:

SiteOne (714-285-9092) – Rain Master Eagle Plus Irrigation Controllers. **Verify specifications with District Sales Manager, prior to purchasing). All enclosures to be top entry.** Inspection and certification are required after installation. Please contact John Ross – District Sales Manager. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Backflow Prevention Devices:

Febco 825Yor 825YA (size dependent upon the needs of the project)

Backflow Enclosure:

All Spec – Hinged (size and type dependent upon the needs of the project)

Ball Valves:

Nibco – T-580 (bronze – size dependent upon site location)

Gate Valves:

Nibco – T113IRR– K – 200 PSI CWP (Bronze Cross – size dependent upon site location)

Electric Remote Control Valves:

Rain Bird EFB-CP (size dependent upon site location)

Quick Coupler Valves:

Rain Bird 33-DLRC & 44-LRC (size dependent upon the site location) - Potable
Rain Bird 33-DNP & 44-NP (size dependent upon the site location) – Non Potable

City of Costa Mesa
Maintenance Services Division
Standard Irrigation Hardware

Pop Up Spray Heads:

Rain Bird 1800 SAM-PRS – Bottom Inlet Only (sizes dependent upon the site location) with 1800 PCS compensating screens

Spray Heads are to be specified reclaimed for non-potable projects.

Pop Up Spray Nozzles:

MPR nozzles, U-nozzles, VAN nozzles, HE-VAN nozzles, Rotary nozzles, and R-VAN nozzles are acceptable nozzles dependent upon the configuration of the irrigation spray heads.

Stream Bubblers:

Rain Bird – Body Assembly – Bottom Inlet Only.1800 Series (sizes dependent upon the site location).
Rain Bird – PA-80 (plastic adapter) for potable or PA-8S-NP (plastic adapter) for non-potable.
Rain Bird – 1400 Series – Pressure Compensating Full-Circle Bubblers.
Rain Bird – 1800 PCS – Pressure Compensating Screens
Rain Bird – XPCN Series Nozzles (Low Volume Spray Nozzles)

Drip Irrigation Systems:

All drip irrigation and components to be Rain Bird Products. All drip shall be sub-surface; and include a Drip System Operation Indicator with appropriate color cap for each station.

Rotors:

Hunter PGP Ultra (sizes and nozzles dependent upon the site location)
Hunter I-20 Series (sizes and nozzles dependent upon the site location)
Hunter I-25 Series (sizes and nozzles dependent upon the site location)
Hunter I-40 Series (sizes and nozzles dependent upon the site location)
Hunter I-90 Series (sizes and nozzles dependent upon the site location)
Rain Bird 3500 Series (sizes and nozzles dependent upon the site location)
Rain Bird 5000 Series (sizes and nozzles dependent upon the site location)
Rain Bird 6504 Series (sizes and nozzles dependent upon the site location)
Rain Bird 8005 Series (sizes and nozzles dependent upon the site location)

Rotors are to be specified reclaimed in non-potable projects.

City of Costa Mesa
Maintenance Services Division
Standard Irrigation Hardware

Valve Boxes:

NDS Pro Potable – with lockable lid (sizes and variations dependent upon the site location)

NDS Pro Non-Potable – with lockable lid (sizes and variations dependent upon the site location)

Wire Connectors:

3M – DBR/Y-6

Master Valves:

Netafim 36HM

- Size dependent upon site location
- ER Digital Register
- Volume in US Gallons
- Flow Rate at GPM
- Output
    - Drip Irrigation Systems – 1 gallon per pulse
    - All Other Irrigation Systems – 10 gallons per pulse
- Control Option – Manual Electric

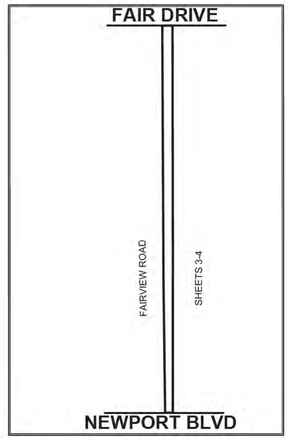
CITY OF COSTA MESA
ROAD REHABILITATION PROJECT
FAIRVIEW ROAD REHABILITION PROJECT
FROM FAIR DRIVE TO NEWPORT BOULEVARD
STATE FUNDED PROJECT NO. CRASL-5312(106)
CITY PROJECT NO. 25-10

GENERAL NOTES:

1. ALL WORK, LABOR AND MATERIALS SHALL BE IN CONFORMITY WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, (2018 EDITION); THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF COSTA MESA, (LATEST EDITION); THESE PLANS; THE PROJECT SPECIFICATIONS AND ALL SAFETY REGULATIONS, CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION.
2. ALL WORK WITHIN THE STATE'S RIGHT OF WAY SHALL CONFORM TO THE REQUIREMENTS OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND STANDARD SPECIFICATIONS (2018).
3. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE PROJECT SPECIFICATIONS AND SHALL PROVIDE 24 HOUR SERVICE TO REMOVE, INSTALL, RELOCATE, AND MAINTAIN WARNING DEVICES.
4. LOCATIONS OF EXISTING SURFACES UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM THE VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATION. SOME OF THE DEEP STREET RECONSTRUCTION WORK MAY BE IN CLOSE PROXIMITY OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOW ARE APPROXIMATE AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXITING FACILITIES. THE CONTRACTOR SHALL ESTABLISH THE EXACT LOCATION OF ALL UTILITIES WITH THE CONSTRUCTION AREA PRIOR TO WORK.
5. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES IN PLACE UNLESS OTHERWISE NOTED.
6. AT NO TIME IS ANY BUSINESS OR RESIDENCE TO BE WITHOUT ACCESS UNLESS OTHERWISE APPROVED.
7. THE CONTRACTOR IS REQUIRED TO REMOVE ALL THERMOPLASTIC CROSSWALK AND PAVEMENT LEGENDS PRIOR TO ASPHALT CONCRETE OVERLAY.
8. THE CONTRACTOR SHALL DISCONNECT ALL EXISTING TRAFFIC SIGNAL LOOP DETECTORS IN THE PULLBOX PRIOR TO PAVEMENT REMOVAL, MILLING, PLANNING OR HEATER-REMIX.
9. THE EXISTING AC PAVEMENT SHALL BE SAW-CUT TO FULL DEPTH TO PROVIDE A NEAT AND STRAIGHT PAVEMENT BREAK. THEN THE JOIN BETWEEN THE EXISTING PAVEMENT AND THE NEW PAVEMENT SHALL BE SEALED. A LAYER OF TACK COAT SHALL BE APPLIED TO ALL VERTICAL-CUT FACES AND BETWEEN SUBSEQUENT HMA LIFTS.
10. ALL SIGNAL LOOPS DETECTION REPLACEMENT WITHIN THE CITY OF NEWPORT RIGHT-OF-WAY SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS. CONTRACTOR IS DIRECTED TO THE PROJECT SPECIFICATIONS APENDIX C FOR THE AS-BUILT PLANS FOR THE SIGNAL LOOPS AND ELECTRICAL.

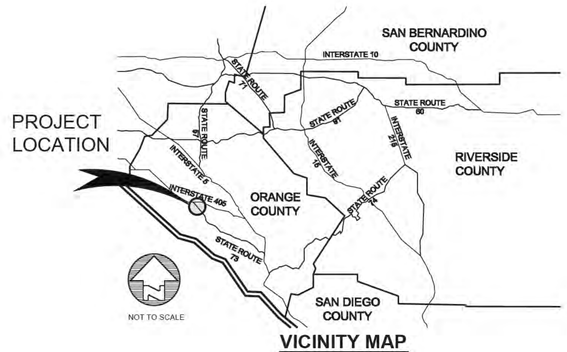
NOTE:

THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES, THE CITY OF NEWPORT, AND CALTRANS 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION.



NOT TO SCALE

INDEX MAP



VICINITY MAP

NOTICE TO CONTRACTORS

1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES, LINES OR STRUCTURES ARE NOT NOT SHOWN ON THIS PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE EXISTING UNDERGROUND FACILITIES LOCATED AND MARKED AS NECESSARY. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT EXISTING UTILITIES AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.
2. ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS."
3. THE CIVIL ENGINEER AND INTERWEST CONSULTING GROUP SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND SUBCONTRACTOR'S COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS."
4. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD INTERWEST CONSULTING GROUP AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF INTERWEST CONSULTING GROUP EMPLOYEES OR CIVIL ENGINEER.

UTILITIES:

AT&T (Right-of-Way)	714-618-9132	OCTA (Detour Coordination) Dispatch	714-265-4330
Charter Communications	714-591-4871	Orange County Sanitation District (OCSD)	714-593-3301 (24-hour)
Costa Mesa Sanitary District (CMSD)	949-631-1731	Orange County Water District (OCWD)	714-378-3240 (24-hour)
Mesa Water District	714-549-4242	SCE (utility notice request)	800-611-1911 (24-hour)
Metro Water District of So Cal	626-844-5610 (24-hour)	So Cal Gas Co.	800-603-7060 (24 hour)
Newport-Mesa Unified School District	714-424-5080	Spectrum Time Warner Cable	714-719-9629

LEGEND:

CB	CATCH BASIN
GV	EXIST. GAS VALVE
WV	EXIST. WATER VALVE
SMH	EXIST. SEWER MANHOLE
EMH	EXIST. ELECTRIC MANHOLE
	SURVEY MONUMENT
	EXIST. TRAFFIC SIGNAL LOOP DETECTORS

ABBREVIATIONS:

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
CB	CATCH BASIN
C&G	CURB AND GUTTER
℄	CENTER LINE
CONC.	CONCRETE
EP	EDGE OF PAVEMENT
EXIST. OR (E)	EXISTING
F/C	FACE OF CURB
FH	FIRE HYDRANT
F.S.	FINISHED SURFACE
INTX.	INTERSECTION
NTS	NOT TO SCALE
R/W	RIGHT OF WAY
SDWK.	SIDEWALK
SMH	SEWER MANHOLE
STA.	STATION
WV	WATER VALVE

CONSTRUCTION NOTES

1. REMOVE AND REPLACE 4" CONCRETE SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 411, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
2. REMOVE AND REPLACE CURB AND GUTTER OVER 6" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 312, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
3. REMOVE AND REPLACE RETAINING CURB TYPE A OVER 6" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 311, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
4. REMOVE AND REPLACE 4" CONCRETE CURB RAMPS OVER 4" CMB PER CALTRANS STANDARD PLAN NOS. A88A & A88B (CASE SHOWN ON PLANS) PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS. TRUNCATED DOME COLOR – FEDERAL YELLOW. ADJUST PULL BOXES TO GRADE.
5. REMOVE AND REPLACE 6" DRIVE APPROACH OVER 6" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 514, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
6. REMOVE AND REPLACE ASPHALT BASE COURSE OVER 6" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 813, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
7. PROTECT IN PLACE – EXISTING TREE.
8. PROTECT IN PLACE – EXISTING TREE WELL.
9. COLD MILL EXISTING PAVEMENT SURFACE 2" PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS, PER TYPICAL SECTIONS AND DETAILS.
10. REPLACE – EXISTING LIDS.
11. CONSTRUCT 2" ARHM-GG-C-PG64-16AR AC SURFACE COURSE (PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS, PER TYPICAL SECTIONS AND DETAILS.
12. PROTECT IN PLACE – EXISTING IMPROVEMENTS.
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INDEX OF SHEETS:

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2	TYPICAL SECTIONS & DETAILS
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	MEDIAN DEMOLITION DRAWINGS
6	MD - 1.0
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10	MI - 1.0
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14	MEDIAN IRRIGATION DETAILS
	MEDIAN PLANTING DRAWINGS
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	TRAFFIC SIGNAL MODIFICATION PLAN
30	TSM - 1.0
31	TSM - 2.0

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ACCEPTED BY:
Date: 3/25/2025
SEUNG YANG P.E, City Engineer
RE: Exp Date: 9/30/2026
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

Interwest Consulting Group
(714) 899-9039
1 JENNER SUITE 160
IRVINE , CA 92618
REVIEWED BY: TYRONE CHESANEK

AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

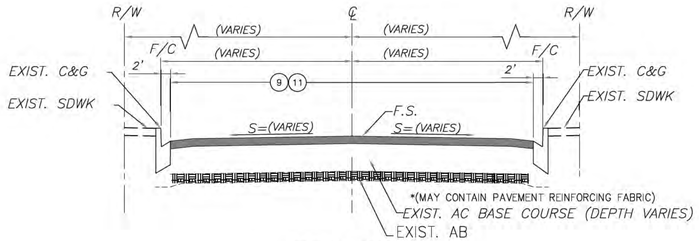
RIGHT OF WAY BASED ON RECORD INFORMATION

SCALE: H: As Noted V: As Noted

CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
FAIR DR TO NEWPORT BLVD
TITLE SHEET

SHEET T-1.0
SHT 1 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024



TYPICAL SECTION
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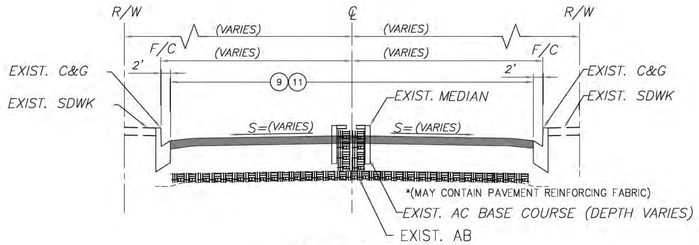
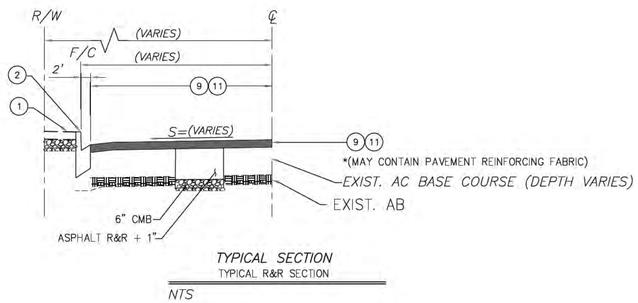


TYPICAL SECTION
WITH MEDIAN
NTS



TYPICAL SECTION
TYPICAL R&R SECTION
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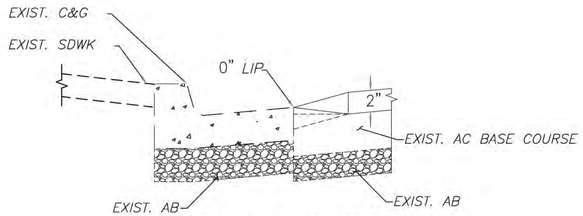

TYPICAL COLD MILL DETAIL AT C&G
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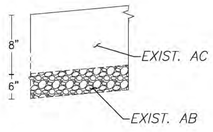

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TYPICAL STREET SECTION
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REVIEWED BY: TYRONE CHESANEK

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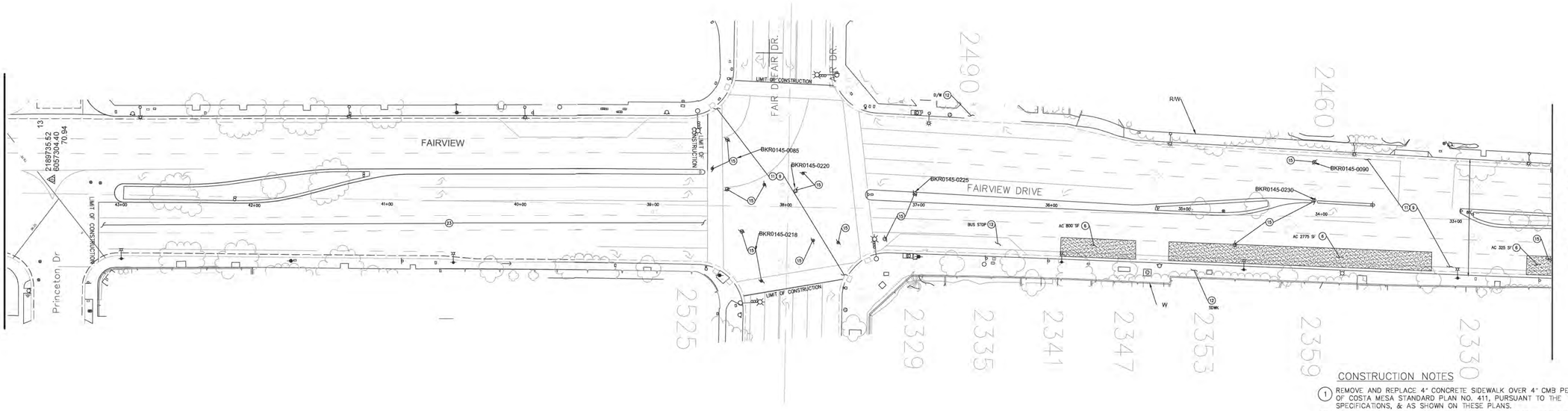
CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
FAIR DR TO NEWPORT BLVD
TYPICAL SECTIONS & DETAILS

SHEET S-1.0
SHT 2 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024

BEGINNING OF PROJECT



MATCH LINE
SEE BOTTOM LEFT
STA 32+25.49

MATCHLINE
SEE TOP RIGHT
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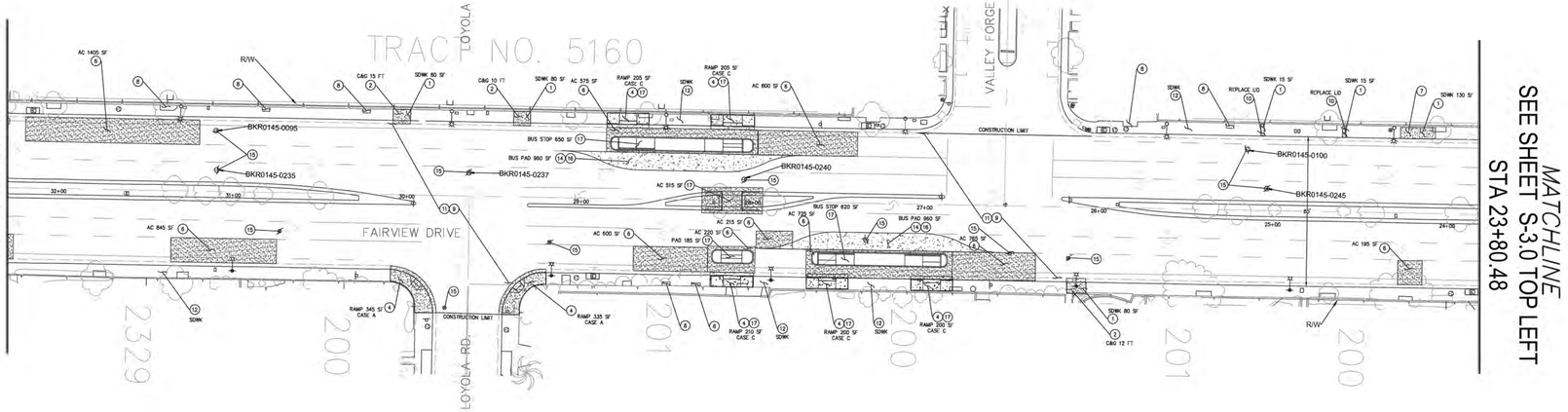

MATCHLINE
SEE SHEET S-3.0 TOP LEFT
STA 23+80.48

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Date:
SEUNG YANG P.E, City Engineer
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

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IRVINE , CA 92618
REVIEWED BY: TYRONE CHESANEK

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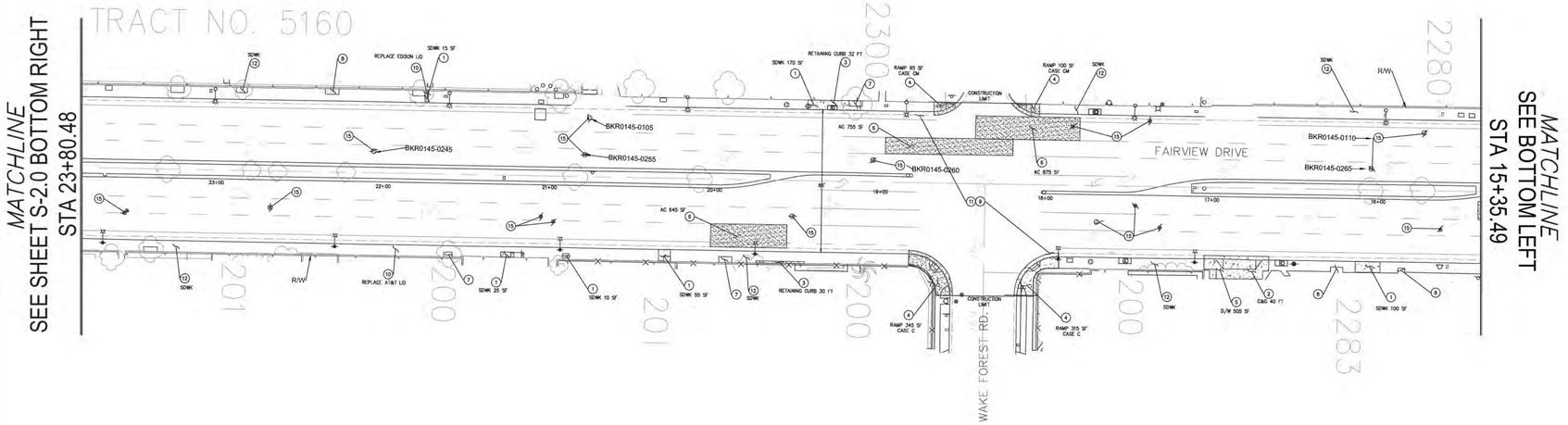
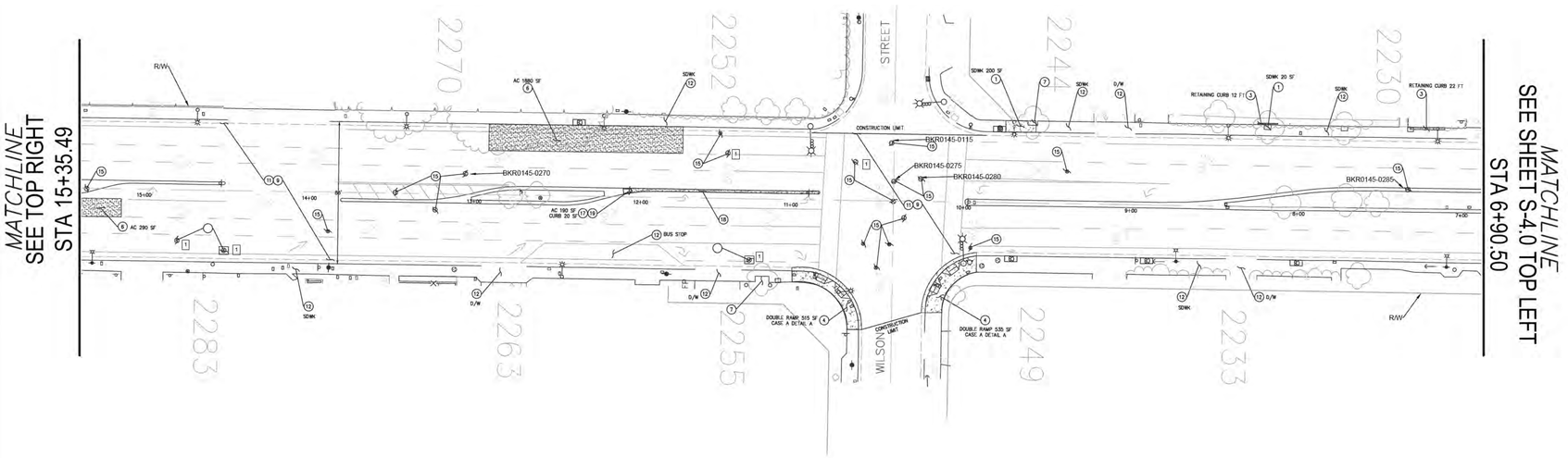
CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
FAIR DR TO NEWPORT BLVD
STA 37+54.19 TO 23+80.48

SHEET
S-2.0
SHT 3
OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024





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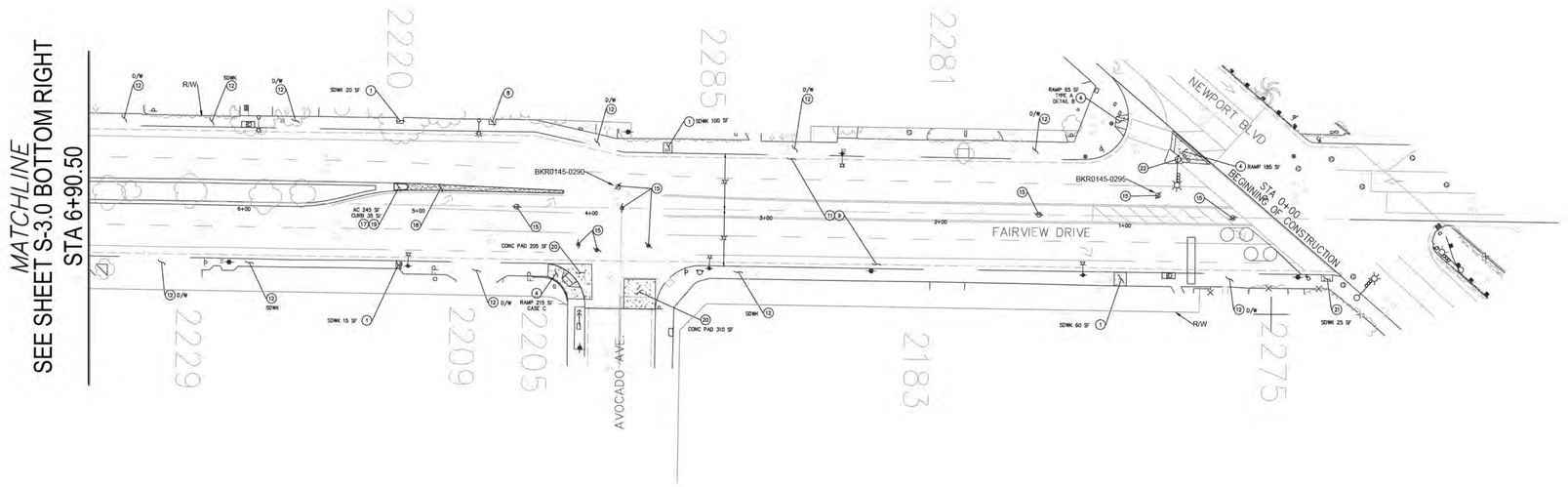

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4. REMOVE AND REPLACE 4" CONCRETE CURB RAMPS OVER 4" CMB PER CALTRANS STANDARD PLAN NOS. A88A & A88B (CASE SHOWN ON PLANS) PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS. TRUNCATED DOME COLOR – FEDERAL YELLOW. ADJUST PULL BOXES TO GRA
5. REMOVE AND REPLACE 6" DRIVE APPROACH OVER 6" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 514, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
6. REMOVE AND REPLACE ASPHALT BASE COURSE OVER 6" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 813, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
7. PROTECT IN PLACE – EXISTING TREE.
8. PROTECT IN PLACE – EXISTING TREE WELL.
9. COLD MILL EXISTING PAVEMENT SURFACE 2" PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS, PER TYPICAL SECTIONS AND DETAILS.
10. REPLACE – EXISTING LIDS.
11. CONSTRUCT 2" ARHM-GG-C-PG64-16AR AC SURFACE COURSE (PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS, PER TYPICAL SECTIONS AND DETAILS.
12. PROTECT IN PLACE – EXISTING IMPROVEMENTS.
13. PRIOR TO CONSTRUCTION, THE CONTRACTOR'S SURVEYOR SHALL LOCATE AND TIE-OUT EXISTING CENTERLINE MONUMENTS. ONCE CONSTRUCTION IS COMPLETE THE CONTRACTOR SHALL REESTABLISH THE CENTERLINE MONUMENT TO THEIR ORIGINAL LOCATION, PER CITY OF COSTA MESA STANDARD PLAN NOS. 613, 614, & 615, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
14. REMOVE ASPHALT AND CONSTRUCT NEW 9' BUS PAD OVER 12" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 115, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
15. LOWER AND RAISE VALVE AND MANHOLE COVERS AND RINGS TO GRADE PER CITY OF COSTA MESA STD PLANS. SEE CN 25 FOR BKRXXX ADJUSTMENT
16. CONSTRUCT TRAFFIC IMPROVEMENTS PER FAIRVIEW ACTIVE TRANSPORTATION IMPROVEMENTS PLANS, SHEETS 19 – 29 OF 29.
17. CONSTRUCT CIVIL IMPROVEMENTS AS DETAILED PER FAIRVIEW ACTIVE TRANSPORTATION IMPROVEMENTS PLANS, SHEETS 19 – 26 OF 29. PER CALTRANS STANDARD PLAN NOS. A88A & A88B PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS. TRUNCATED DOME COLOR – FEDERAL YELLOW.
18. REMOVE MEDIAN AND RECONSTRUCT FULL DEPTH STREET SECTION PURSUANT SPECIFICATIONS, PER CITY OF COSTA MESA STANDARD PLANS, & AS SHOWN ON THESE PLANS.
19. CONSTRUCT 4" STAMPED MEDIAN, SAND COLOR, OVER 4" SAND OVER COMPACTED SUB-GRADE TO 95% COMPACTION. MATCH EXISTING FINISH.
20. REMOVE AND REPLACE EXISTING 8" SPANDREL OVER 8" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 415; INCLUDE 3' SLOT PAVE, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.
21. SAW CUT EXISTING CURB RAMP, NO OVER CUTS, TO INSTALL NEW TRUNCATED DOMES PER CALTRANS STANDARD PLAN NOS. A88A, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS. TRUNCATED DOME COLOR – FEDERAL YELLOW.
22. ADJUST CROSSWALK PUSH BUTTON TO 42" FROM NEW FINISH GRADE, PER MUTCD REQUIREMENTS.
23. REMOVE EXISTING STRIPING AND RESTRIPE PER STRIPING PLAN.
25. ADJUST MH TO GRADE PER OCSD STD PLANS S-050A, S-055, & S-055A

LEGEND

– PCC REMOVAL & REPLACMENT

– ASPHALT REMOVAL & REPLACMENT

DEPOSITION NOTES

1 TO BE ADJUSTED BY OTHERS

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

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TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

MARK	BY	DATE	REVISIONS	APPR.	DATE

CITY OF COSTA MESA
ACCEPTED BY:

Date:

SEUNG YANG P.E, City Engineer

ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

Interwest Consulting Group
(714) 899-9039
1 JENNER SUITE 160
IRVINE , CA 92618

REVIEWED BY: TYRONE CHESANEK

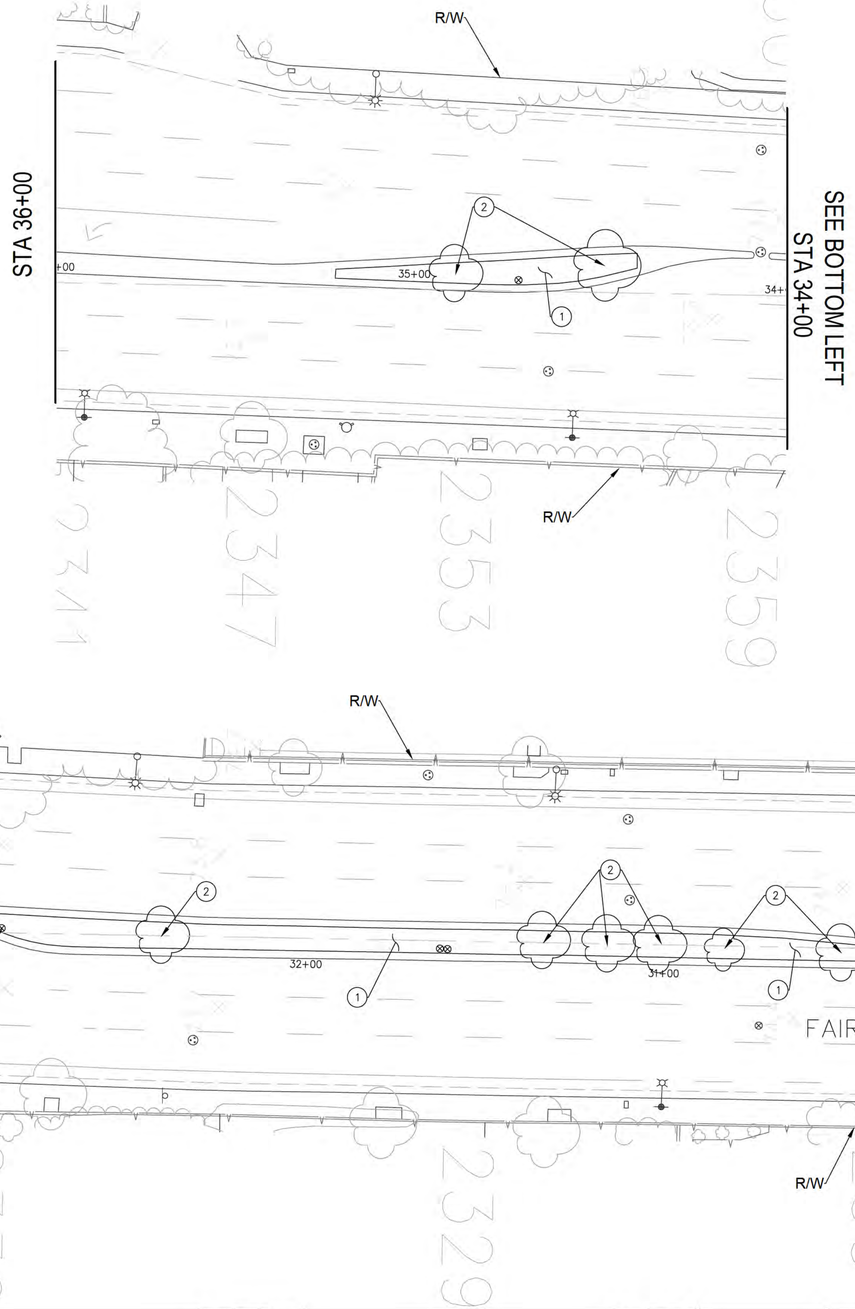
AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

SCALE:
H: As Noted V: As Noted

CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
FAIR DR TO NEWPORT BLVD
STA 6+90.50 TO 0+00

SHEET S-4.0
SHT 5
OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024



DEMOLITION NOTES

1. CLEAR AND GRUB ALL VEGETATION, DEBRIS, ROCKS, CONCRETE RIBBONS, AND MISCELLANEOUS CONCRETE WITHIN THE MEDIAN CURBS.
2. REMOVE AND DISPOSE OF THE EXISTING TREES, STUMPS, AND ROOTS.
3. PROTECT IN PLACE.

GRAPHIC SCALE

20 0 20 60

SCALE: 1" = 20'

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CITY OF COSTA MESA

ACCEPTED BY:

Date: 3/25/2025

SEUNG YANG P.E., City Engineer
RE No. 66786 Exp Date: 9/30/26

ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

REGISTERED PROFESSIONAL ENGINEER — SEUNG W. YANG — No. C 66786 — CIVIL — STATE OF CALIFORNIA

Interwest Consulting Group
(714) 899-9039
1 JENNER SUITE 160
IRVINE , CA 92618

REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

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CITY OF COSTA MESA

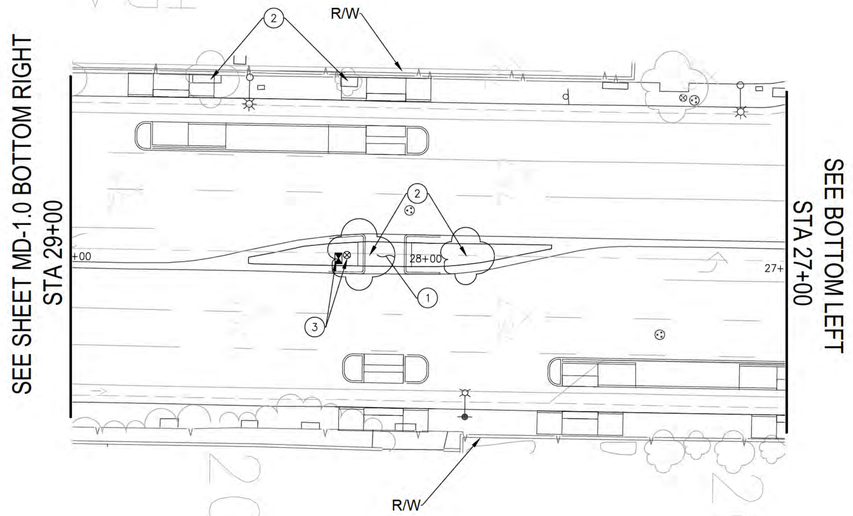
FAIRVIEW ROAD REHABILITATION

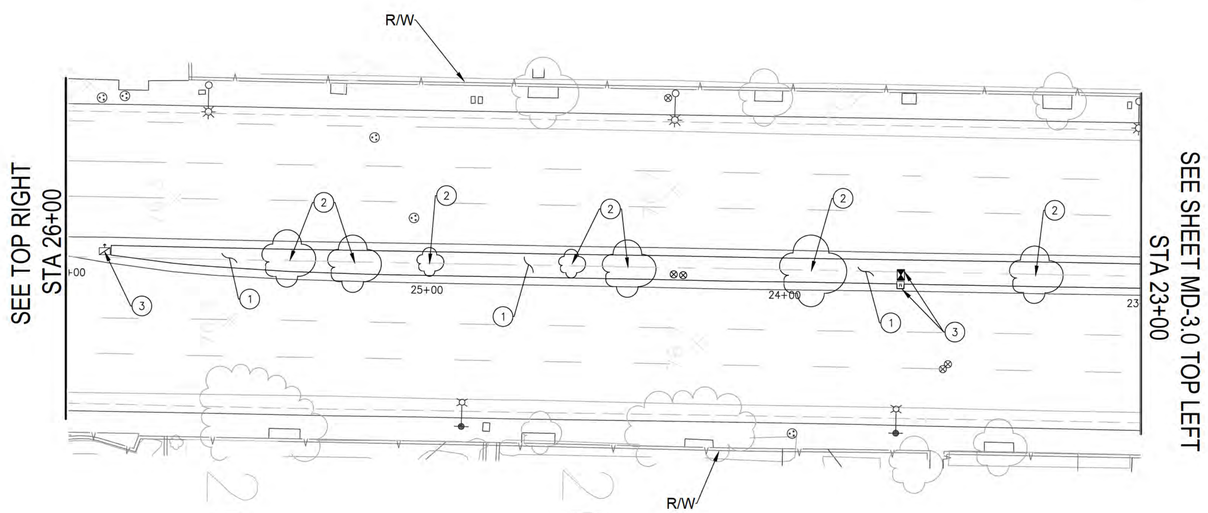
LANDSCAPING DEMOLITION PLAN

SHEET MD-1.0

SHT 6 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024





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IRVINE , CA 92618

REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

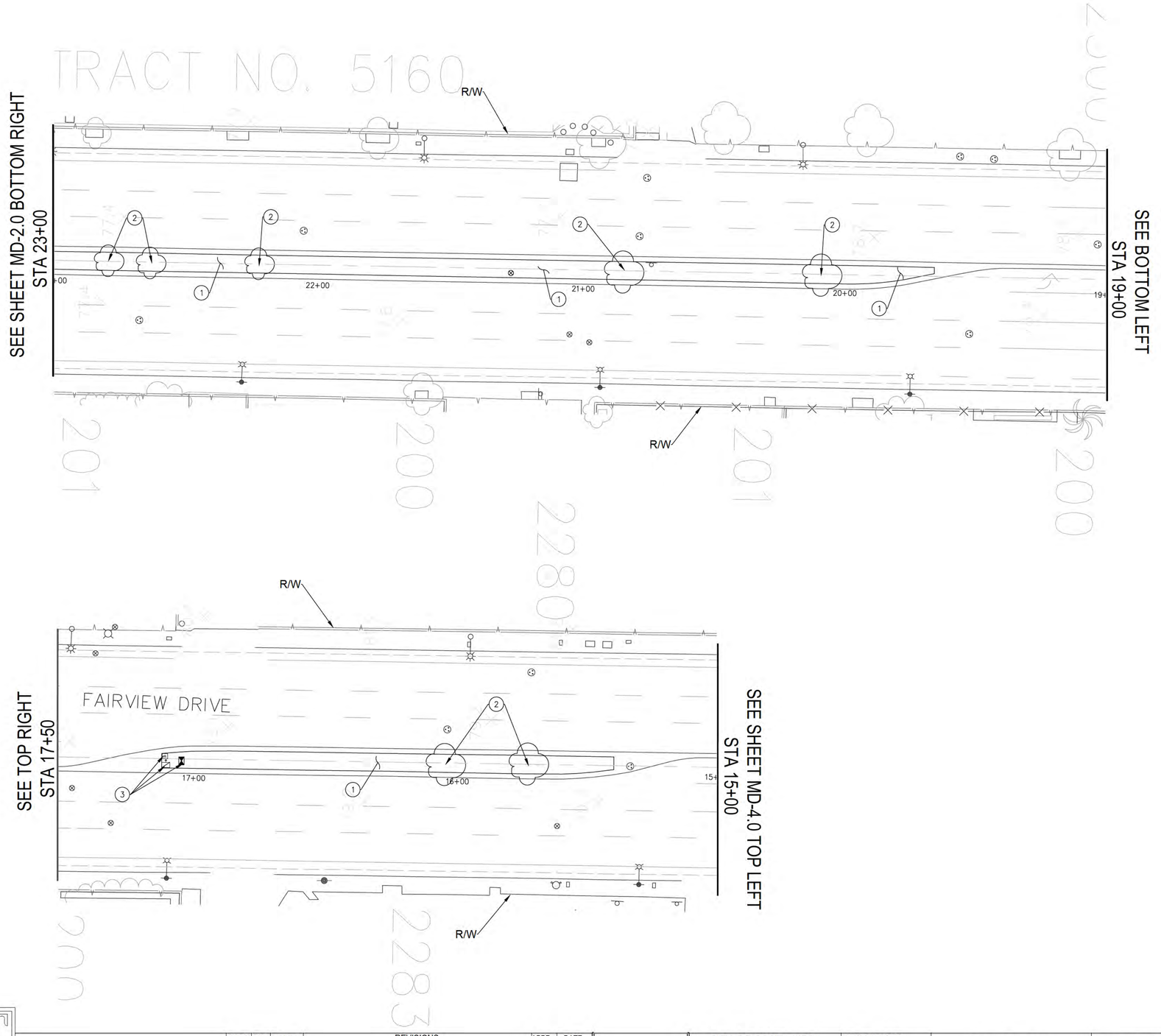
SCALE: H: As Noted V: As Noted

CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
LANDSCAPING DEMOLITION PLAN

SHEET MD-2.0

SHT 7 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024



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GRAPHIC SCALE

20 0 20 60

SCALE: 1" = 20'

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IRVINE , CA 92618

REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

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CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
LANDSCAPING DEMOLITION PLAN

SHEET MD-3.0
SHT 8
OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024

DEMOLITION NOTES

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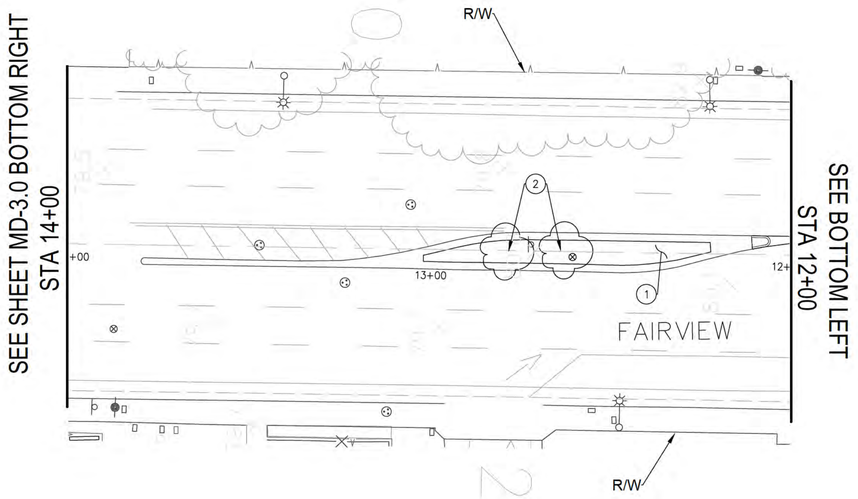

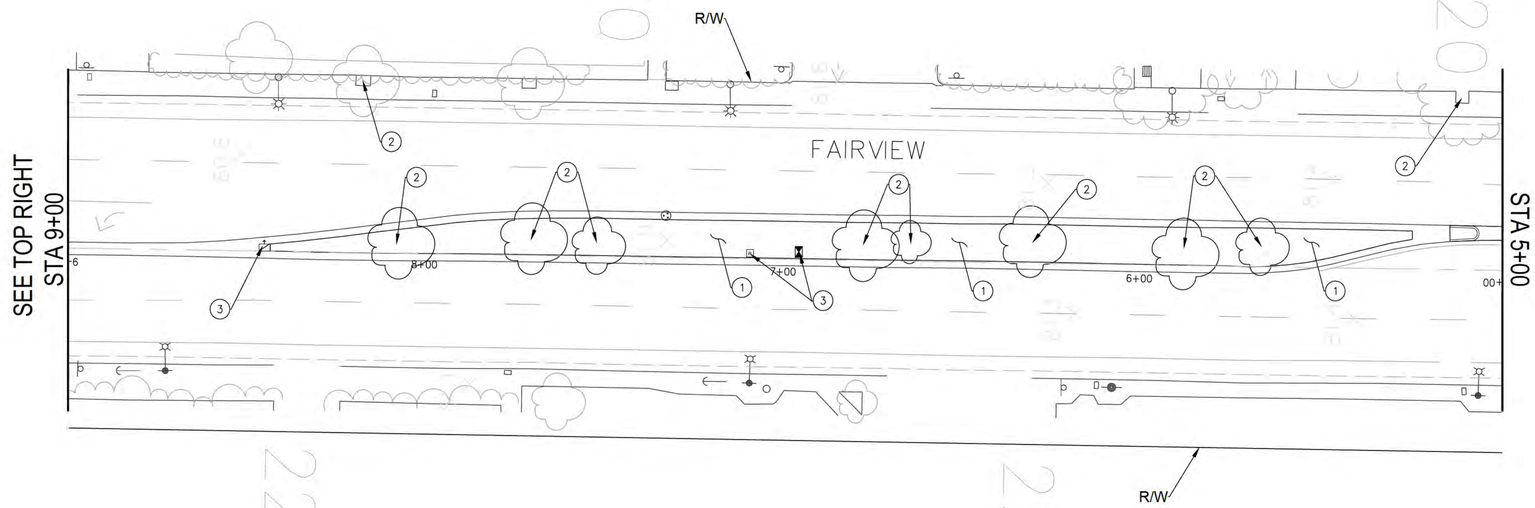

GRAPHIC SCALE

20 0 20 60

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REVIEWED BY: *Tyrone Chesanek*
TYRONE CHESANEK

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CITY OF COSTA MESA

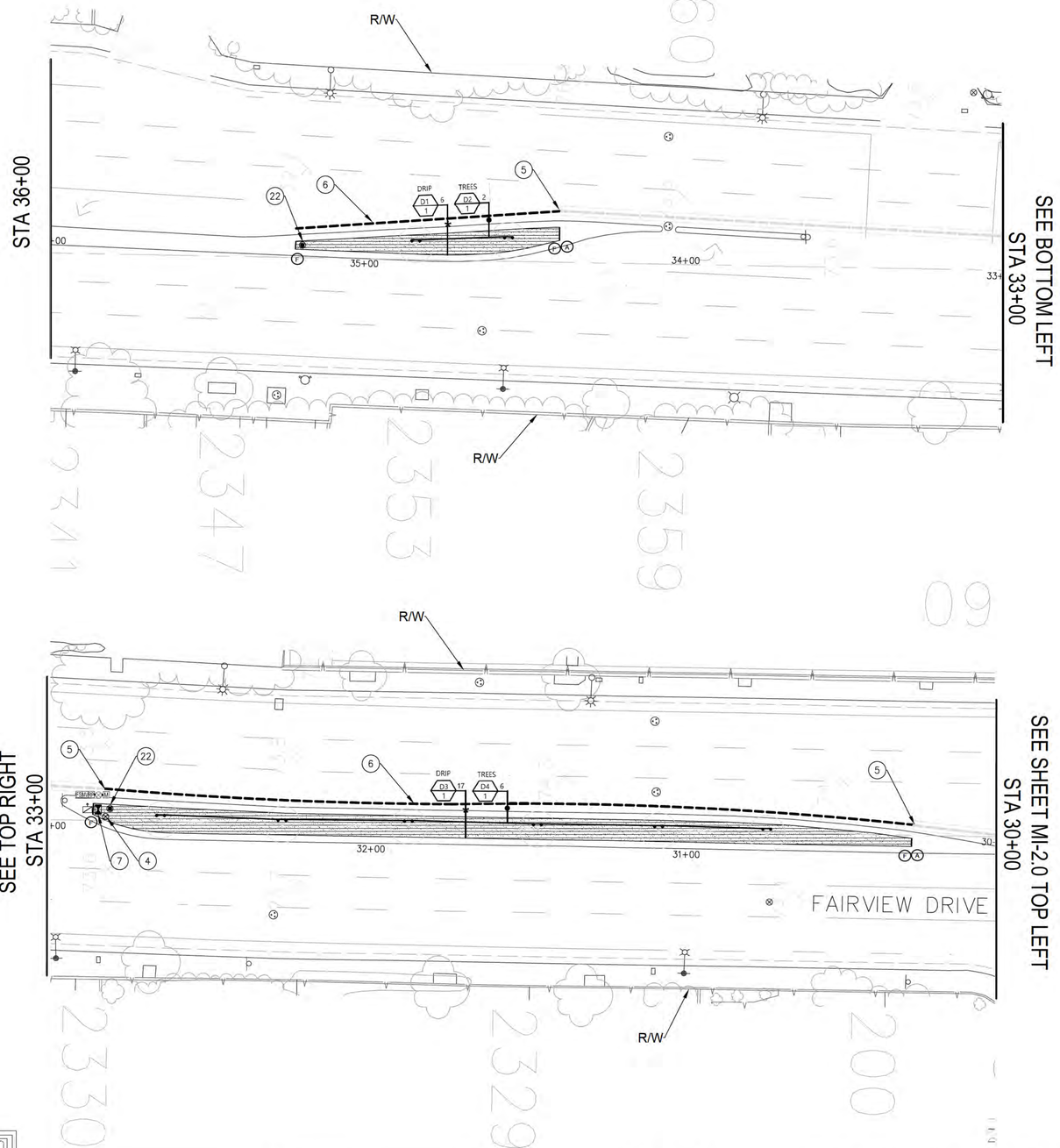
FAIRVIEW ROAD REHABILITATION

LANDSCAPING DEMOLITION PLAN

SHEET MD-4.0

SHT 9 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024



IRRIGATION NOTES

(4) INSTALL NEW VALVES AND VALVE BOXES PER DETAIL. SPLICE WIRES FROM EXISTING TO NEW LOCATION USING JM DBRY-6 CONNECTORS OR APPROVED EQUAL. INCLUDE 10" MIN. PIGTAIL IN THE PULL BOXES.

(5) CONNECT THE NEW 1-1/2" IRRIGATION MAIN TO THE EXISTING MAIN THAT GOES UNDER THE ASPHALT TO THE NEXT MEDIAN AND INSTALL NEW CONTROL WIRES.

(6) INSTALL NEW 1-1/2" IRRIGATION MAIN AND CONTROL WIRES.

(7) PROVIDE AND INSTALL BACKFLOW PREVENTER CAGE AND CONCRETE PAD, PER DETAIL.

(8) EXISTING UTILITIES AND CONDITIONS: PRIOR TO CUTTING INTO THE SOIL OR PAVING, LOCATE ALL CABLES, CONDUITS, AND OTHER UTILITIES THAT ARE COMMONLY FOUND UNDERGROUND, AND TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. IF A CONFLICT EXISTS BETWEEN SUCH OBSTACLES AND THE PROPOSED WORK, PROMPTLY NOTIFY THE CITY ENGINEER FOR RESOLUTION.

(9) THE INSTALLATION OF THE IRRIGATION SYSTEM SHALL CONFORM TO ALL APPLICABLE REGULATIONS AND CODES.

(10) LOCATE AND CONFIRM ALL EXISTING BACKFLOW PREVENTERS, CONTROL CABINETS, AND CONTROL WIRES ARE IN GOOD WORKING ORDER.

(11) THE IRRIGATION SYSTEM IS SHOWN DIAGRAMMATICALLY FOR CLARITY. LOCATE ALL VALVES AND VALVE BOXES WITHIN 6' OF THE MEDIAN CURB.LOCATE PRESSURE MAINLINES WITH IN 18" OF THE MEDIAN CURB.

(12) THE CONTRACTOR SHALL REVIEW THE EXISTING CONTROL CABINETS WITH THE STATIONING FOR EACH OF THE EXISTING VALVES. PREPARE A SUBMITTAL TO DESIGN BUILD THE EXISTING VALVE SYSTEM TO THE NEW IRRIGATION SYSTEM. SUBMITTAL SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.

(13) ALL PIPE UNDER PAVING AND ROADWAYS SHALL BE REUSED.

(14) SPLICES SHALL BE MADE ONLY IN PULL BOXES OR VALVE CONTROL BOXES.

(15) SYSTEM DESIGN IS BASED ON A DESIGN PRESSURE OF 50PSI.

(16) THE USE OF MANUFACTURERS NAME AND MODEL OR CATALOG NUMBER IS FOR THE PURPOSE OF ESTABLISHING A STANDARD OF QUALITY BASED ON THE CITY REQUIREMENTS. ALL SUBSTATIONS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL.

(18) EXISTING WATER METER PCO ARE SHOWN ON THE PLANS.

(19) BUBBLERS SHALL BE ALIGNED WITH THE TREES AT THE EDGE OF FOOTBALL AND EDGE OF PLANTING PIT, AND AS DIRECTED BY THE CITY ENGINEER.

(20) TREE LOCATIONS TAKE PRECEDENT OVER IRRIGATION HEAD LOCATIONS.

(21) ANTI-DRAIN VALVES OR CHECK VALVES ARE TO BE INSTALLED WHERE LOW POINT RUNOFF MAY OCCUR.

(22) NEW QUICK COUPLER VALVE AND BOX.

IRRIGATION LEGEND

SYMBOL	DESCRIPTION	PSI	GPM	RAD	MFGR/MODEL
•	BUBBLER HEAD (2 PER TREE)	30	0.5	–	RAIN BIRD RWSBC 1402
——	SUB SURFACE DRIPLINE, 18" SPACING, 18" O.C.	30	0.01	–	RAIN BIRD XFS-09-18
Ⓐ	DRIP IRRIGATION AIR/VACUUM RELIEF VALVE				RAIN BIRD ARV-050
Ⓕ	DRIP IRRIGATION FLUSH VALVE				RAIN BIRD FLUSH CAP
◉	QUICK COUPLER VALVE				RAIN BIRD 44LRC W/ 44K KEY & SH-1 SWIVEL
⊗	SHUT-OFF VALVE, LINE SIZE, W/ BRONZE CROSS HANDLE				NIBCO T-580
M	WATER METER (EXISTING)				PER WATER AUTHORITY REQUIREMENTS
MV	MASTER VALVE				NETAFIM LHM15TG1-ML
●	REMOTE CONTROL VALVE				RAIN BIRD EFB-CP SERIES BRASS VALVE, SCH 80 BALL VALVE
*	REMOTE CONTROL VALVE FOR DRIP SYSTEMS				RAIN BIRD EFB-CP SERIES BRASS VALVE, SCH 80 BALL VALVE RAIN BIRD PRBCKCH100 PRESSURE REGULATING QUICK CHECK BASKET RAIN BIRD DRIP SYSTEM OPERATION INDICATOR KIT ON EACH DRIP STATION
FS	FLOW SENSOR				RAIN BIRD FS100P
RP	REDUCED PRESSURE BACKFLOW PREVENTER (VERIFY CONDITION AND SUITABILITY OF EXISTING BACKFLOW FOR POSSIBLE RE-INSTALLATION)				FEBCO LF825Y W/ WILKINS 500Y STRAINER
CA	AUTOMATIC IRRIGATION CONTROLLER, 8 STATION, PEDESTAL MOUNT - ET BASED WITH RAIN SENSOR				SA6-RM2-8/PMR CAC/10YR/GR-K-NFS
	EXISTING IRRIGATION CONTROLLER				CENTRAL RAINMASTER EAGLE PLUS
———	LATERAL (NON-PRESSURE) PIPING, SIZE AS SHOWN				SCH 40
▬ ▬ ▬	MAIN LINE (PRESSURE) PIPING, SIZE AS SHOWN				SCH 80
= = = =	SLEEVE, PER PLAN, 2x DIAM OF CARRYING PIPE, MIN.				SCH 40

GRAPHIC SCALE

20 0 20 60

SCALE: 1" = 20'

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CITY OF COSTA MESA
ACCEPTED BY:
Date: 3/25/2025
SEUNG YANG P.E., City Engineer
RE No. 66786 Exp Date: 9/30/26
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

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REVIEWED BY: TYRONE CHESANEK

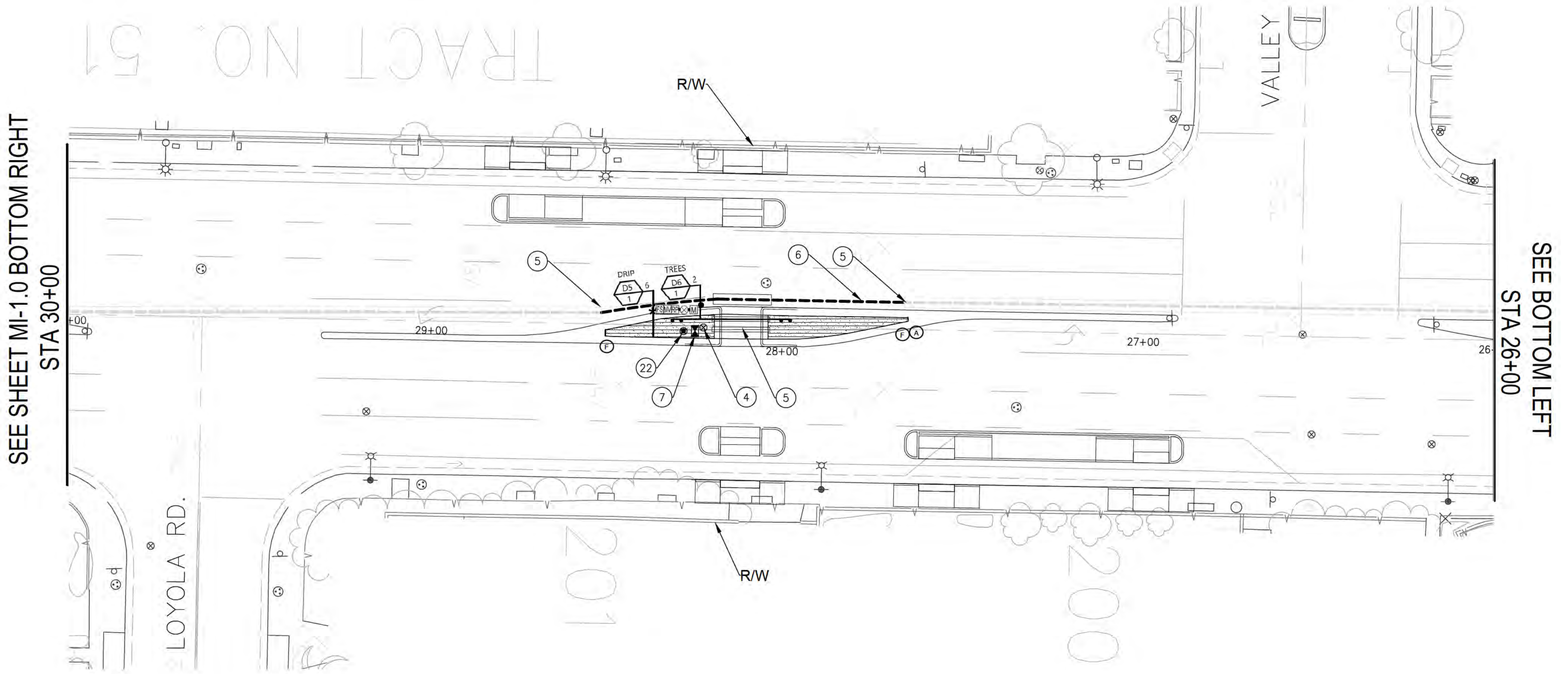
AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

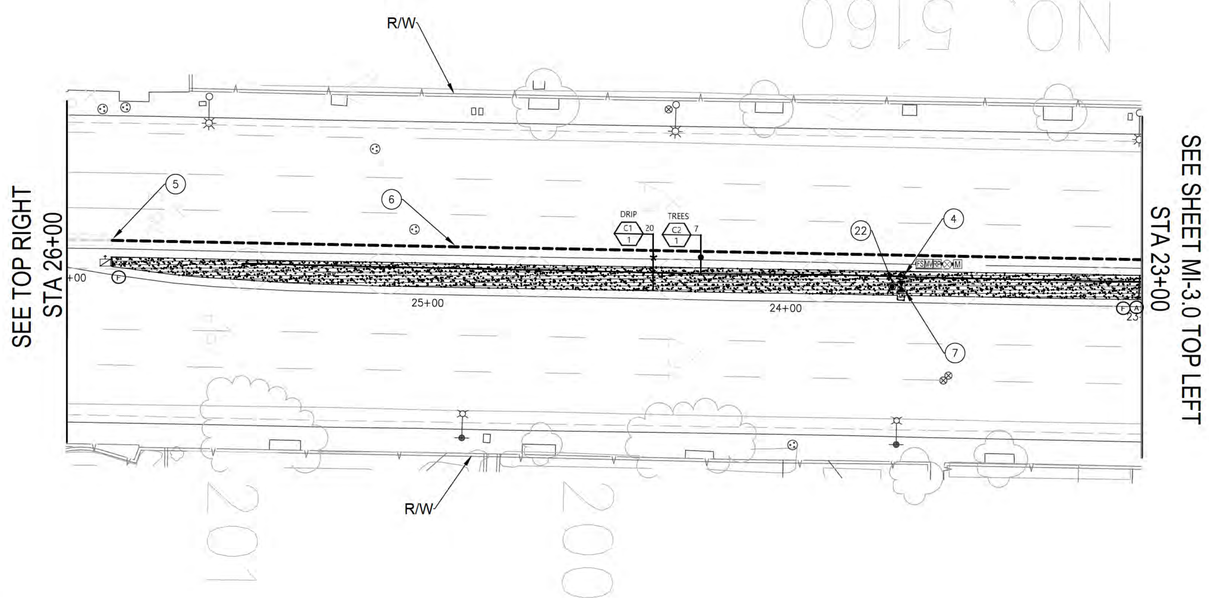
SCALE: H: As Noted V: As Noted

CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
MEDIAN IRRIGATION PLAN

SHEET MI-1.0
SHT 10 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024





IRRIGATION NOTES

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REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

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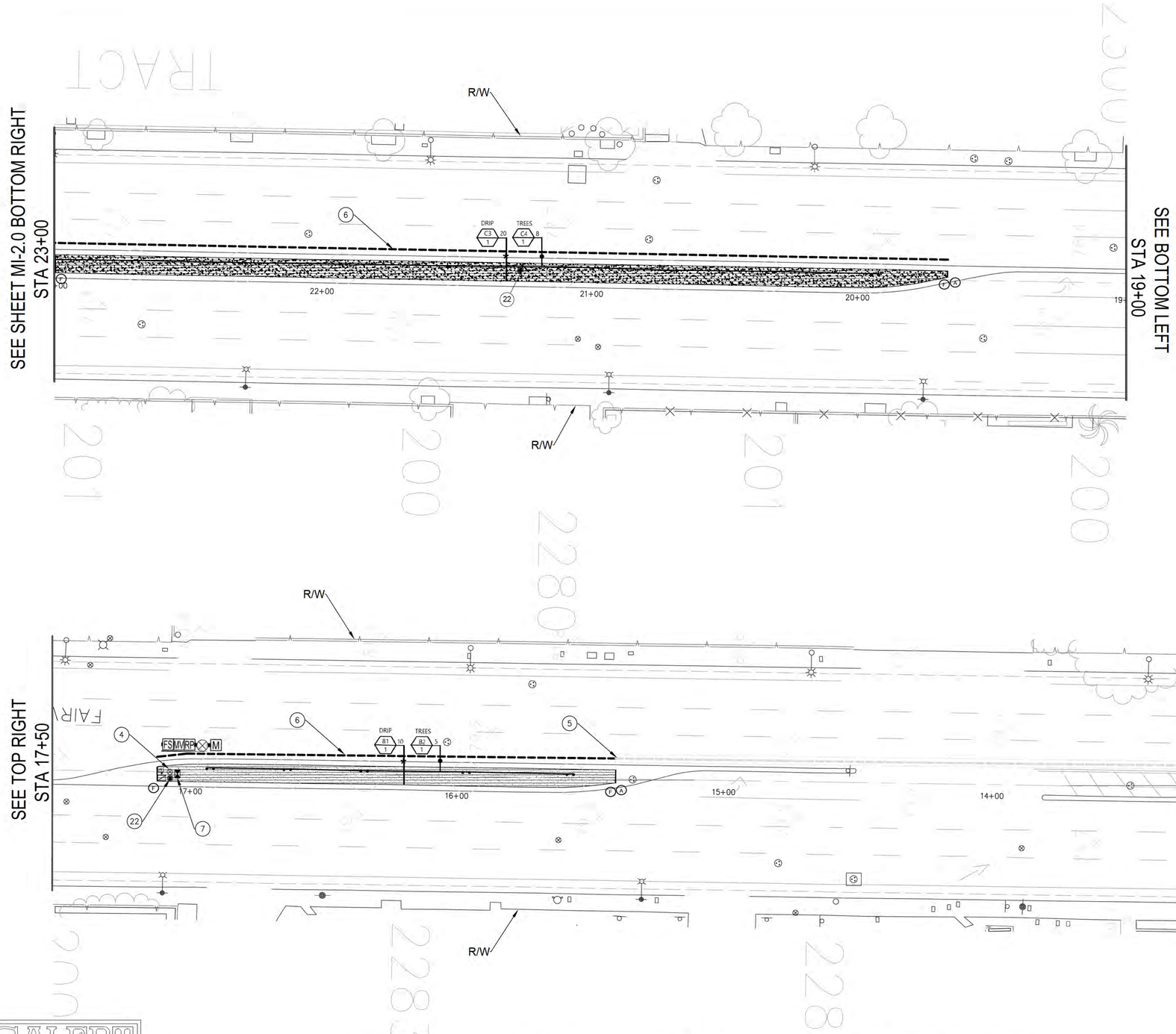
CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
MEDIAN IRRIGATION PLAN

SHEET
MI-2.0
SHT 11
OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024



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11. THE IRRIGATION SYSTEM IS SHOWN DIAGRAMMATICALLY FOR CLARITY. LOCATE ALL VALVES AND VALVE BOXES WITHIN 6" OF THE MEDIAN CURB.LOCATE PRESSURE MAINLINES WITH IN 18" OF THE MEDIAN CURB.
12. THE CONTRACTOR SHALL REVIEW THE EXISTING CONTROL CABINETS WITH THE STATIONING FOR EACH OF THE EXISTING VALVES, PREPARE A SUBMITTAL TO DESIGN BUILD THE EXISTING VALVE SYSTEM TO THE NEW IRRIGATION SYSTEM. SUBMITTAL SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.
13. ALL PIPE UNDER PAVING AND ROADWAYS SHALL BE REUSED.
14. SPLICES SHALL BE MADE ONLY IN PULL BOXES OR VALVE CONTROL BOXES.
15. SYSTEM DESIGN IS BASED ON A DESIGN PRESSURE OF 50PSI.
16. THE USE OF MANUFACTURERS NAME AND MODEL OR CATALOG NUMBER IS FOR THE PURPOSE OF ESTABLISHING A STANDARD OF QUALITY BASED ON THE CITY REQUIREMENTS. ALL SUBSTATIONS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL.
18. EXISTING WATER METER PCO ARE SHOWN ON THE PLANS.
19. BUBBLERS SHALL BE ALIGNED WITH THE TREES AT THE EDGE OF FOOTBALL AND EDGE OF PLANTING PIT, AND AS DIRECTED BY THE CITY ENGINEER.
20. TREE LOCATIONS TAKE PRECEDENT OVER IRRIGATION HEAD LOCATIONS.
21. ANTI-DRAIN VALVES OR CHECK VALVES ARE TO BE INSTALLED WHERE LOW POINT RUNOFF MAY OCCUR.
22. NEW QUICK COUPLER VALVE AND BOX.

GRAPHIC SCALE
20 0 20 60
SCALE: 1" = 20'

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MARK	BY	DATE	REVISIONS	APPR.	DATE

CITY OF COSTA MESA
ACCEPTED BY:
Date:
SEUNG YANG P.E., City Engineer
RE No. 66786 Exp Date: 9/30/26
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

Interwest Consulting Group
(714) 899-9039
1 JENNER SUITE 160
IRVINE , CA 92618
REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

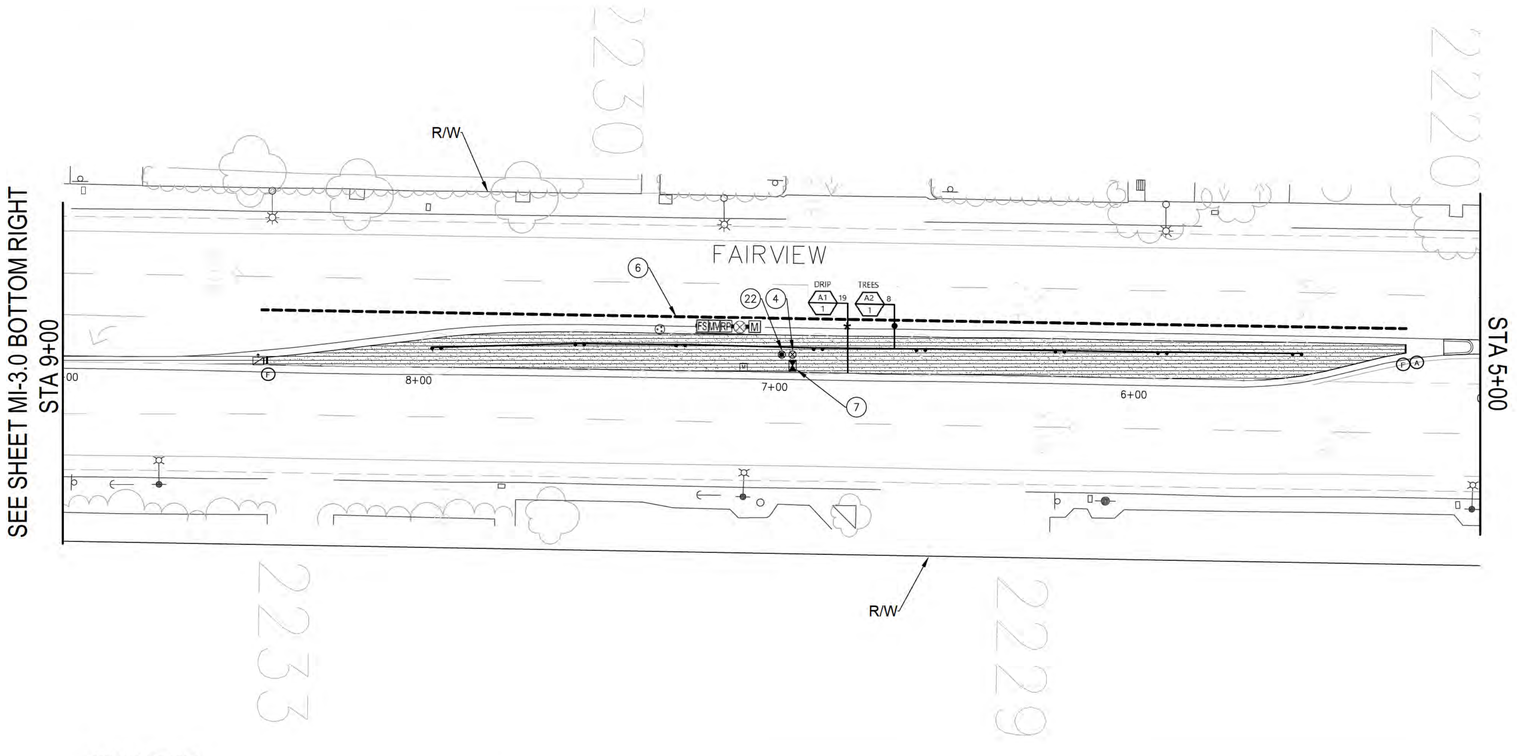
AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

SCALE: H: As Noted V: As Noted

CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
MEDIAN IRRIGATION PLAN

SHEET MI-3.0
SHT 12 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024



IRRIGATION NOTES

4. INSTALL NEW VALVES AND VALVE BOXES PER DETAIL. SPLICE WIRES FROM EXISTING TO NEW LOCATION USING JM DBRY-6 CONNECTORS OR APPROVED EQUAL. INCLUDE 10" MIN. PIGTAIL IN THE PULL BOXES.
5. CONNECT THE NEW 1-1/2" IRRIGATION MAIN TO THE EXISTING MAIN THAT GOES UNDER THE ASPHALT TO THE NEXT MEDIAN AND INSTALL NEW CONTROL WIRES.
6. INSTALL NEW 1-1/2" IRRIGATION MAIN AND CONTROL WIRES.
7. PROVIDE AND INSTALL BACKFLOW PREVENTER CAGE AND CONCRETE PAD, PER DETAIL.
8. EXISTING UTILITIES AND CONDITIONS: PRIOR TO CUTTING INTO THE SOIL OR PAVING, LOCATE ALL CABLES, CONDUITS, AND OTHER UTILITIES THAT ARE COMMONLY FOUND UNDERGROUND, AND TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. IF A CONFLICT EXISTS BETWEEN SUCH OBSTACLES AND THE PROPOSED WORK, PROMPTLY NOTIFY THE CITY ENGINEER FOR RESOLUTION.
9. THE INSTALLATION OF THE IRRIGATION SYSTEM SHALL CONFORM TO ALL APPLICABLE REGULATIONS AND CODES.
10. LOCATE AND CONFIRM ALL EXISTING BACKFLOW PREVENTERS, CONTROL CABINETS, AND CONTROL WIRES ARE IN GOOD WORKING ORDER.
11. THE IRRIGATION SYSTEM IS SHOWN DIAGRAMMATICALLY FOR CLARITY. LOCATE ALL VALVES AND VALVE BOXES WITHIN 6' OF THE MEDIAN CURB.LOCATE PRESSURE MAINLINES WITH IN 18" OF THE MEDIAN CURB.
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IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	REUSE EXISTING BACKFLOW PREVENTER	6
M	REUSE EXISTING WATER METER	3
	REUSE EXISTING IRRIGATION CONTROLLER	3
	NEW VALVE	9
	AREA TO RECEIVE DRIPLINE LANDSCAPE DRIPLINE NETAFIM TLHCVXR-053-18 TECHLINE HCVXR PRESSURE COMPENSATING WITH CHECK VALVE AND ANTI-SIPHON FEATURE. FOR RECLAIMED WATER ONLY. 0.53 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. 17MM. LOCATE 2" BELOW FINISHED GRADE.	11,200 SF

Valve Callout
- #: Valve Number
- #": Valve Size

SYMBOL	DESCRIPTION
	EXISTING PVC IRRIGATION MAIN AND SLEEVE
	NEW PVC IRRIGATION MAIN
	NEW PVC IRRIGATION MAIN AND SLEEVE

ESTIMATED TOTAL WATER USE — PROJECT: 5312(106) - Fairview Rd

ETWU = (ETo) x (0.62) x [(PF x HA)/IE + SLA]

Irrigation Efficiency Value =	
Bubblers	0.81
Dripline (Drip)	0.81
Rotary / Rotor	0.75
Spray	0.75

Plant Water Use Type	Plant Factor		
Low	0.10	0.20	0.30
Moderate	0.40	0.50	0.60
High	0.70	0.80	0.90
SLA	1.00		

MAWA= **150,615.36** Maximum Allowable Water Use
ETWU = **123,963** Estimated total water use per year
ETo = 48.20 Reference Evapotranspiration (inches per year)
PF = See Table at Left Plant Factor from WUCOLS* or equivalent
HA = See Table Below Hydrozone Area (square feet)
SLA = 0 Special Landscaped Area (square feet)
0.62 = Conversion Factor (to gallons per square foot)
IE = See Table at Left Irrigation Efficiency (minimum 0.75)

HYDROZONE TABLE

Hydrozone	Plant Water Use Type(s) (low, moderate, high)	Plant Factor (PF)	Irrigation Type	Hydrozone Area (HA) (sq ft)	PF x HA (sq ft)	ETWU 100 CF/ Year	ETWU Gallons / Year
1	Low	0.30	Dripline	11,200	3360	165.71	123,963
	SLA	1			0		
		Sum		11,200	3360	165.71	123,963
RESULTS		ETWU =	(ETo) x (0.62) x [(PF x HA)/IE + SLA]			100 CF/Year	Gal./year
MAWA =	150,615	**ETWU =**				166	123,963

ETWU must be less than or equal to MAWA — ETWU complies with MAWA

MAXIMUM APPLIED WATER ALLOWANCE — PROJECT #: 5312(106) - Fairview Rd.

MAWA = (ETo) x (0.62) x [(0.45 x LA)+(0.55 x SLA)]

ETo**	48.20	ETo (inches/year)
Enter total project Landscaped Area	11,200	LA (square feet)
Enter Special Landscaped Area	0.00	SLA (square feet)
RESULTS:		
	150,615	MAWA (gallons/year)
	11,266.78	MAWA (100 CF/year)

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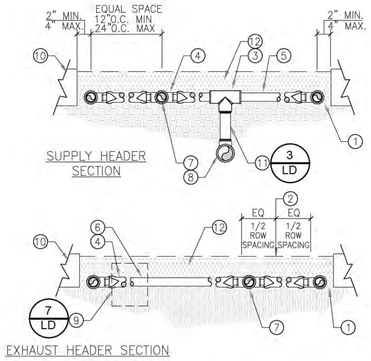
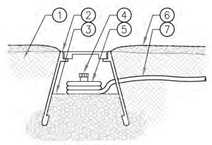


1. FINISH GRADE
2. PLANT LOCATIONS SHALL BE SPACED PER PLANTING PLAN BETWEEN DRIP LINES (TYP.)
3. 2-WAY TRANSITION TEE FROM DRIPLINE TO PVC
4. DRIPLINE TEE
5. DRIPLINE
6. PVC BROWNLINE OR BLANK DRIPLINE TUBING (NO EMITTERS)
7. CONNECTION TO PRESSURE COMPENSATING DRIPLINE
8. PVC SCHEDULE 40 PIPE TO ELECTRIC VALVE
9. FLUSH VALVE LOCATED AT EACH EXHAUST HEADER
10. PLANTER EDGE
11. PVC SHEDULE 80 RISER
12. MULCH PER LANDSCAPE PLAN. SEE PLANTING SCHEDULE FOR DEPTH OVER DRIPLINE.

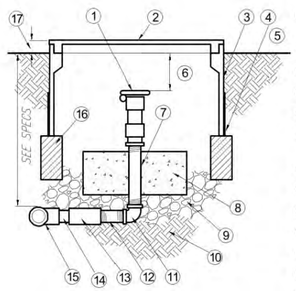
5 DRIPLINE SUPPLY AND EXHAUST HEADERS
SCALE:NTS



SECTION

1. TOP SOIL
2. 8" DIA. ROUND, PLASTIC VALVE BOX
3. 1/4" PEA GRAVEL
4. FLUSH CAP
5. COIL TUBING
6. MULCH
7. BLANK DRIP TUBING

7 MANUAL FLUSH VALVE
SCALE:NTS

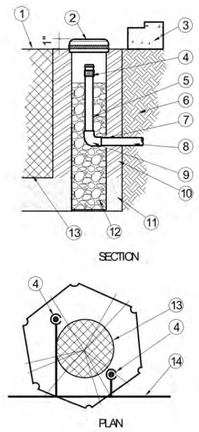


1. QUICK COUPLER VALVE W/ LOCKING RUBBER CAP
2. PLASTIC VALVE BOX W/ LOCKING COVER MARKED "QCV"
3. EXTENSIONS AS REQUIRED
4. COVER OPENINGS WITH LANDSCAPE FABRIC
5. FINISH GRADE
6. 3" MIN., 6" MAX CLEAR
7. THREADED BRASS RISER. LENGTH AS REQUIRED
8. 1 CU FT CONCRETE BASE
9. 2 CU FT PEA GRAVEL MIN.
10. UNDISTURBED OR 95% COMPACTED SOIL
11. BRASS ELL
12. 3" LONG THREADED BRASS NIPPLE
13. SCH 80 PVC ADAPTER (SxT)
14. SCH 80 PVC PIPE. LENGTH AS REQUIRED
15. SCH 80 PVC TEE OR ELL AT MAIN
16. SET BOX ON FOUR BRICKS
17. 1" IN GROUND COVER, FLUSH IN TURF

ALL BRASS FITTINGS TO BE RED BRASS

USE TEFLON PIPE TAPE ON ALL THREADED FITTINGS

9 QUICK COUPLER
SCALE:NTS



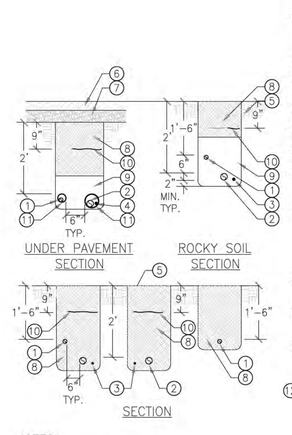
SECTION

PLAN

1. FINISH GRADE
2. 4" DIA. RUBBER DRAIN CAP. SECURE W/ SS HOSE CLAMP
3. CONCRETE WALK OR OTHER FIXED IMPROVEMENTS WHERE OCCURS
4. BUBBLER HEAD
5. SCH 80 NIPPLE, LENGTH AS REQ'D
6. NATIVE SOIL
7. DRILL THROUGH 4 INCH DRAIN PIPE
8. PVC LATERAL LINE
9. 1/2 INCH DIAMETER PVC ELL (SxT)
10. BACKFILL
11. NATIVE SOIL BACKFILL
12. 4" DIA. X 36" LONG PERFORATED DRAIN PIPE. FILL W/ 3/4" GRAVEL.
13. ROOT BALL
14. PVC LATERAL LINE PIPE

USE TEFLON PIPE TAPE ON ALL THREADED FITTINGS

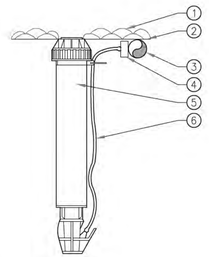
8 TREE BUBBLER
SCALE:NTS



1. LATERAL (TYP.)
2. MAINLINE (TYP.)– IF RUNNING PARALLEL TO SIDEWALK, MAINLINE SHALL BE CLOSEST PIPE TO SIDEWALK.
3. LV. WIRING
4. LV. WIRING IN CONDUIT
5. FINISH GRADE
6. A.C. PAVING
7. BASE MATERIAL
8. SALVAGED EXCAVATED FILL COMPACTED TO ORIGINAL DENSITY
9. INITIAL SAND BACKFILL REQUIRED IN TRENCHES WITH ROCKY TERRAIN AND UNDER PAVEMENT (TYPICAL ALL SITUATIONS). LAY PIPE ON 2" SAND BED. SAND TO EXTEND 6" ABOVE SHALLOWEST PIPE.
10. 'ALARM TAPE'– CHRISTY'S OR APPROVED EQUAL. SEE NOTE 4.
11. PIPE SLEEVE 2X LINE SIZE 1 PIPE PER SLEEVE, WIRE CAN SHARE SLEEVE
12. ALL PVC PIPE TO BE SNAKED IN TRENCH AS SHOWN

NOTES:
1. 6" MIN. BETWEEN ALL PIPES.
2. SAND ENCASEMENT SHALL BE PLASTER OR MORTAR SAND.
3. SNAKE ALL PIPE AND WIRING IN TRENCH.
4. USE BLUE TAPE FOR POTABLE/DOMESTIC WATER AND PURPLE FOR RECYCLED WATER.
5. WIRING: TAPE AND BUNDLE WIRING AT 10'-0" INTERVALS. COMMON TRENCHING OF IRRIGATION PIPE AND REMOTE CONTROL VALVE WIRING TO BE DONE WHEREVER POSSIBLE (INSTALL TRACE WIRE ALONG ALL MAINLINE PIPE THAT DOES NOT HAVE CONTROL WIRES ADJACENT TO PIPE).

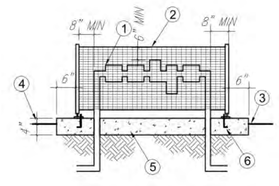
2 PIPE TRENCH FOR LATERAL AND MAINLINE
SCALE:NTS



1. MULCH OR PLANTING
2. FINISH GRADE
3. 1/2 POLYETHYLENE TUBING
4. 1/4" SELF–PIERCING BARB CONNECTOR
5. DRIP SYSTEM OPERATION INDICATOR KIT
6. 1/4" DISTRIBUTION TUBING (LENGTH AS REQUIRED)

NOTES:
1. DRIP INDICATOR. SEE IRRIGATION SCHEDULE FOR TYPE.
2. INSTALL 1 PER VALVE
3. SUBMIT MFG. CUT SHEET FOR APPROVAL

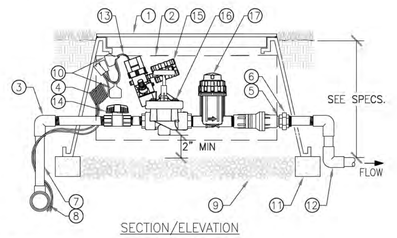
4 DRIP INDICATOR
SCALE:NTS



1. BACKFLOW PREVENTER ASSEMBLY
2. STAINLESS STEEL EXPANDED METAL LOCKABLE ENCLOSURE, SIZE AS REQ'D
3. FINISH GRADE
4. 2" IN GROUND COVER, FLUSH IN TURF
5. 6" THICK MIN. CONCRETE PAD. SLOPE 0.5% ALL SIDES TO DRAIN
6. ANCHOR BOLTS PER MANUFACTURER'S RECOMMENDATION

10 BACKFLOW ENCLOSURE
SCALE:NTS

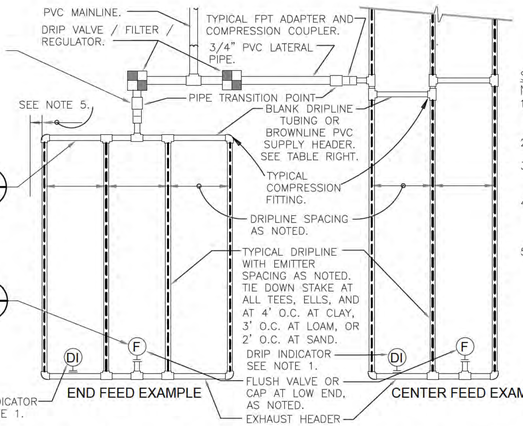
1. JUMBO RECTANGULAR VALVE BOX (19.8" X 26.3") WITH BOLT–DOWN COVER – PURPLE IN COLOR WITH "RECYCLE WATER" INTEGRAL LETTERING IF USING RECYCLED WATER, GREEN IN COLOR IF USING POTABLE WATER – HEAT BRAND VALVE & CONTROLLER ASSIGNMENT IN 2" TALL CHARACTERS ON COVER.
2. CONTROL ZONE KIT SEE LEGEND FOR TYPE & SIZE (IF SPECIFIED)
3. (2) PVC ST ELBOW (TYP.)
4. 18" SERVICE COIL WITH PENTITE OR EQUAL WIRE CONNECTORS.
5. PVC SCH. 80 NIPPLE (TYP.)
6. SCH. 80 PVC UNION
7. PVC PIPE – CUT TO FIT (TYP.)
8. PVC PRESSURE LINE
9. 3/8" PEA GRAVEL 1 CU.FT.
10. VALVE ID TAG AND RECYCLED WATER TAG (ENGLISH & SPANISH) – IF USING RECYCLED WATER
11. BRICK SUPPORTS (CONTINUOUS)
12. PVC SS ELBOW
13. WATERPROOF WIRE CONNECTERS, WIRE SPLICES SHALL BE MADE USING "SCOTCH–PAC", "PEN–TITE","DBY", "SPEERS", DS–400 OR APPROVED EQUAL.
14. BALL VALVE, SEE SCHEDULE FOR TYPE & SIZE
15. HUNTER NODE, SEE LEGEND FOR TYPE
16. CONTROL VALVE, SEE SCHEDULE FOR TYPE & SIZE
17. FILTER, SEE SCHEDULE FOR TYPE & SIZE



SECTION/ELEVATION

NOTES:
1. INSTALL ONE VALVE PER BOX.
2. TEFLON TAPE SHALL BE USED AT ALL THREADED CONNECTIONS.
3. SET TOP OF BOX AT 3" ABOVE FINISHED GRADE IN PLANTER AREAS. 1" ABOVE IN LAWN AREAS. INSTALL VALVE BOX EXTENSION IF NECESSARY.

1 REMOTE CONTROL VALVE DRIP ZONE ASSEMBLY
SCALE:NTS



SLOPED CONDITION NOTES:
1. INSTALL DRIP INDICATOR ON EXHAUST HEADER(S).
2. SPACING AT TOP ⅔ OF SLOPE AS NOTED.
3. SPACING AT BOTTOM ⅓ AS NOTED PLUS 25%.
4. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE BOTTOM ⅓ SEPARATELY.
5. LOCATE DRIPLINE LINES 18" MIN. AWAY FROM ALL PAVED AREAS EXCEPT WHERE PLANTING IS LESS THAN 36" O.C. IN WHICH CASE THE LINES SHALL BE PLACED ADJACENT TO PLANTS OPPOSITE THE HARDSCAPE.

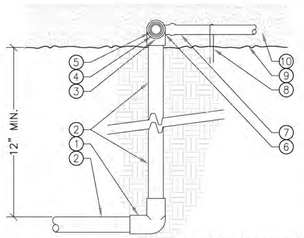
MAXIMUM LATERAL LENGTH (FEET)						
	EMITTER FLOW RATE GPH					
	12" SPACING		18" SPACING		24" SPACING	
PSI	0.53	0.77	0.53	0.77	0.53	0.77
25	173	136	246	192	-	244
30	240	187	341	266	-	338
40	315	247	449	351	-	446
50	366	287	521	408	-	520
60	406	318	579	453	-	578

GRID PRECIPITATION RATES (IN/HR)			
		EMITTER FLOW RATE	
EMITTER SPACING	LATERAL SPACING	0.53	0.77
12	12	0.85	1.23
18	18	0.38	0.55
24	24	0.21	0.31

LATERAL FLOW PER 100 FT (GPM)			
EMITTER FLOW	12" SPACING	18" SPACING	24" SPACING
0.53 GPH	0.88 GPM	0.59 GPM	0.44 GPM
0.77 GPH	1.28 GPM	0.86 GPM	0.64 GPM

PIPE SIZING FOR DRIP HEADER		
	MAX GPM	PSI LOSS
SCHEDULE 40 PVC HEADER SIZE		
1/2"	4.7 GPM	7.7 PSI
3/4"	8.3 GPM	5.6 PSI
1"	13.5 GPM	4.2 PSI
1-1/2"	33.9 GPM	2.9 PSI
2"	52.4 GPM	1.9 PSI
POLY PIPE HEADER SIZE		
1/2"	4.7 GPM	8.8 PSI
3/4"	8.3 GPM	6.3 PSI
1"	13.5 GPM	4.8 PSI
1-1/2"	31.8 GPM	2.9 PSI
2"	52.4 GPM	2.2 PSI

6 TYPICAL DRIPLINE LAYOUT REQUIREMENTS NETAFIM HCVXR
SCALE:NTS



SECTION/ELEVATION

1. PVC ELBOW
2. PVC SCH. 40 PIPE
3. PVC TEE
4. COMPRESSION FITTING
5. BLANK TUBING (HEADER)
6. POLYETHYLENE INSERT TEE OR ELBOW
7. DRIPLINE TUBING
8. GALVANIZED STAKES 24" O.C. MAX. AND AT EVERY CHANGE IN DIRECTION.
9. FINISHED GRADE
10. MULCH. SEE PLANTING SCHEDULE.

3 PIPE TRANSITION POINT
SCALE:NTS

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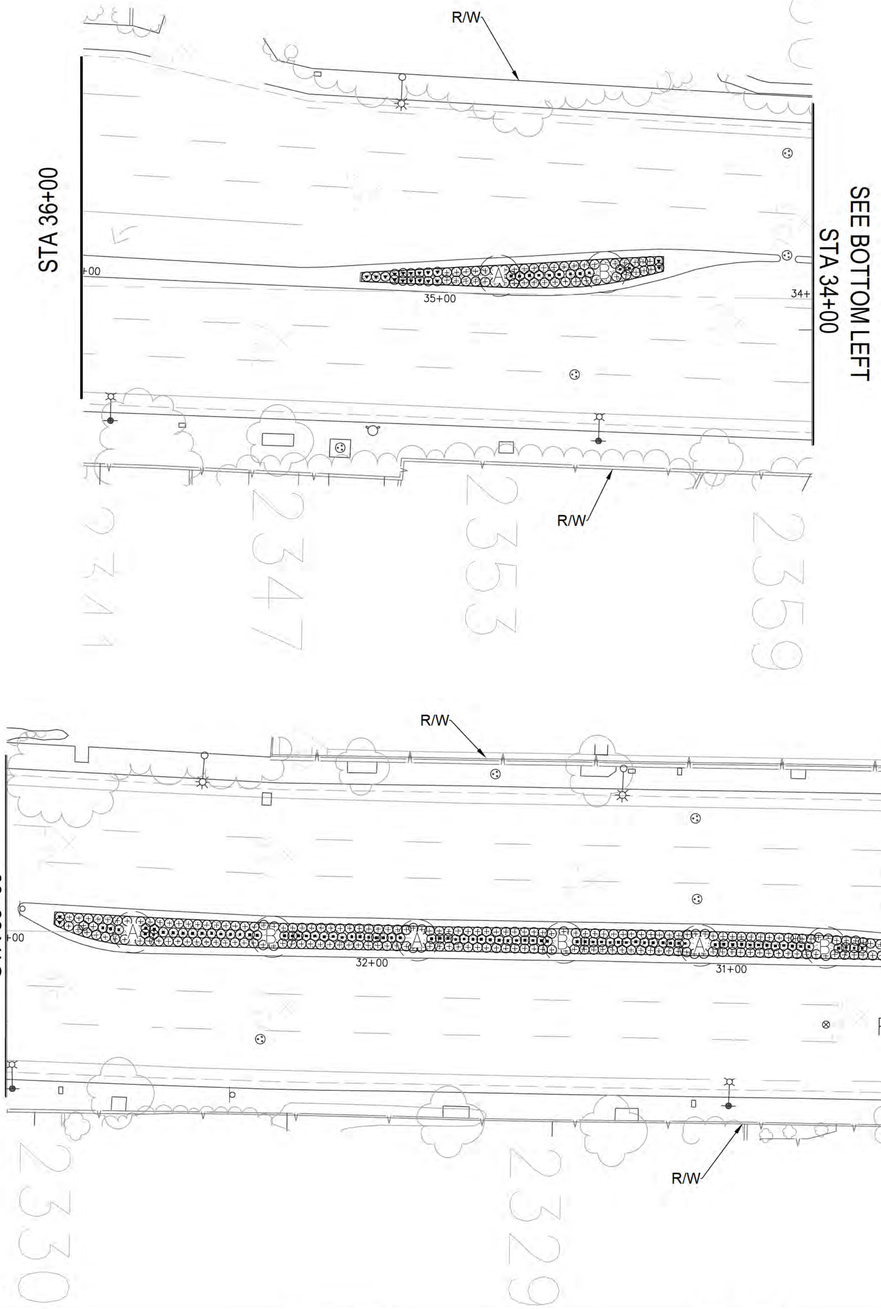
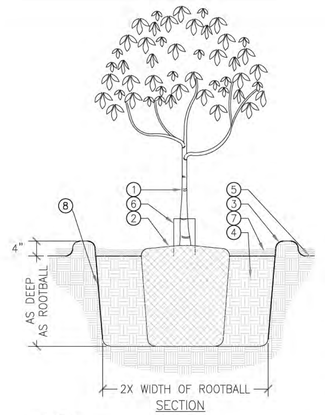
Plans Dated: 12/10/2024





SECTION

1. SHRUB OR TREE
2. ROOTBALL – SET 2" ABOVE BACKFILL
3. TEMPORARY COMPACTED EARTH BERM; OMIT IN TURF AREAS. SEE NOTE 2.
4. PREPARED BACKFILL MIX
5. FINISH GRADE
6. DEEPROOT ARBOR GUARD IN TURF AREAS
7. MULCH – SEE PLANTING SCHEDULE FOR TYPE AND DEPTH
8. ROOT BARRIER 20' MIN. ON EACH SIDE.

NOTES:
1. SEE SPECIFICATIONS FOR BACKFILL MIX.
2. COMPACTED EARTH BERM SHALL BE RAKED SMOOTH AFTER INITIAL DEEP IRRIGATION.

1 TREE OR SHRUB PLANTING
N.T.S

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACE	ZONE*	MAX HTXWD	QTY
(A)		LAGERSTROEMIA FAURIEI 'MUSKOGEE' / MUSKOGEE CRAPE MYRTLE TREE	36" BOX	PER PLAN			21
(B)		LAGERSTROEMIA FAURIEI 'NATCHEZ' / NATCHEZ CRAPE MYRTLE TREE	36" BOX	PER PLAN			19

SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACING	ZONE*	MAX HTXWD	QTY
+		CARISSA ' GREEN CARPET' / NATAL PLUM	5 GAL	3' O.C.	L/0.3	2.5'X2'	1100
△		DIANELLA REVOLUTA 'LITTLE REV' / LITTLE REV FLAX LILY	5 GAL	2.0' O.C.	L/0.2	1.5'X2'	110
▣		LIRIOPE MUSCARI 'BIG BLUE' / LILY TURF	5 GAL	2.0' O.C.	L/0.2	2.5'X2.5'	2200

GRAPHIC SCALE
20 0 20 60
SCALE: 1" = 20'

DIGALERT
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TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

MARK	BY	DATE	REVISIONS	APPR.	DATE

CITY OF COSTA MESA
ACCEPTED BY:
Date: 3/25/2025
SEUNG YANG P.E., City Engineer
RE No. 66786 Exp Date: 9/30/26
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER: SEUNG W. YANG No. C 66786 CIVIL STATE OF CALIFORNIA

Interwest Consulting Group
(714) 899-9039
1 JENNER SUITE 160
IRVINE , CA 92618
REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

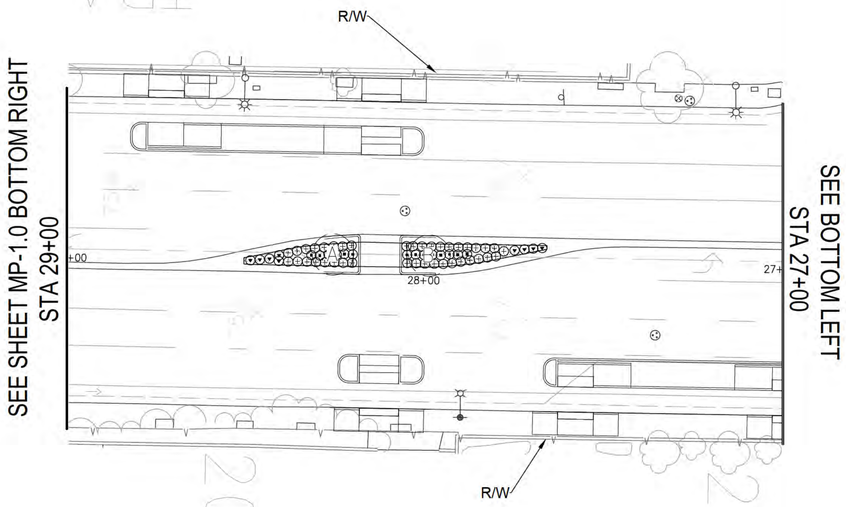
AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

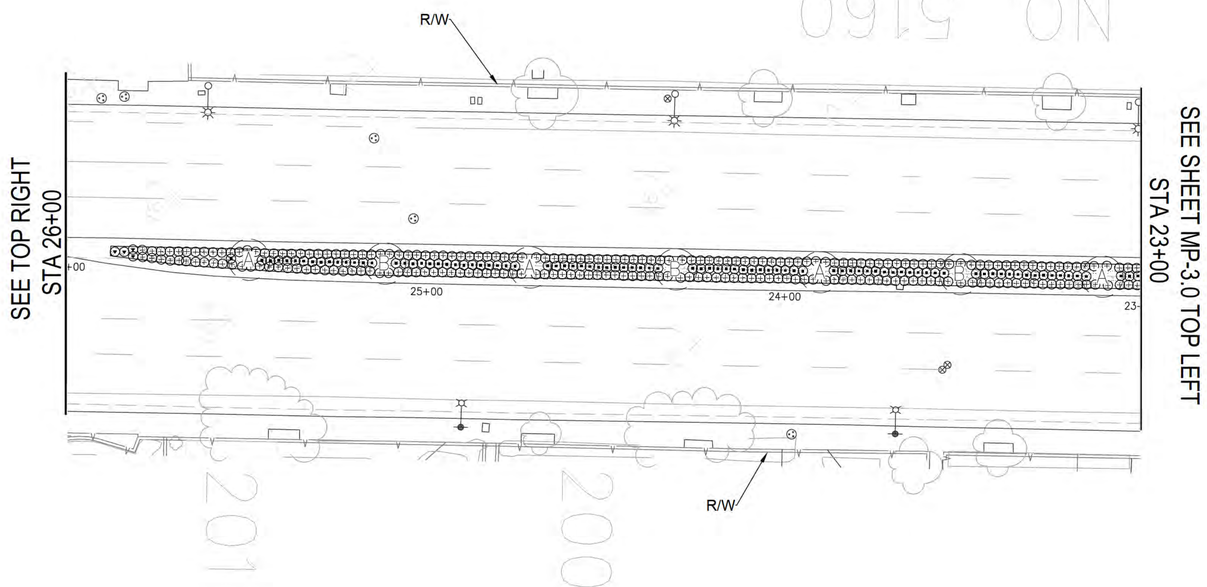
SCALE: H: As Noted V: As Noted

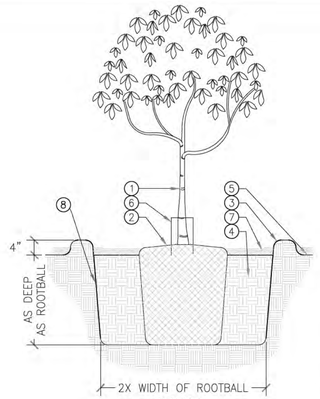
CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
MEDIAN PLANTING PLAN

SHEET MP-1.0
SHT 15 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024







NOTES:
1. SEE SPECIFICATIONS FOR BACKFILL MIX.
2. COMPACTED EARTH BERM SHALL BE RAKED SMOOTH AFTER INITIAL DEEP IRRIGATION.

1 TREE OR SHRUB PLANTING
N.T.S

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACE	ZONE*	MAX HTXWD	QTY
(A)		LAGERSTROEMIA FAURIEI 'MUSKOGEE' / MUSKOGEE CRAPE MYRTLE TREE	36" BOX	PER PLAN			21
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GRAPHIC SCALE
20 0 20 60
SCALE: 1" = 20'

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MARK	BY	DATE	REVISIONS	APPR.	DATE

CITY OF COSTA MESA
ACCEPTED BY:
Date:
SEUNG YANG P.E., City Engineer
RE No. 66786 Exp Date: 9/30/26
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

Interwest Consulting Group
(714) 899-9039
1 JENNER SUITE 160
IRVINE , CA 92618
REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

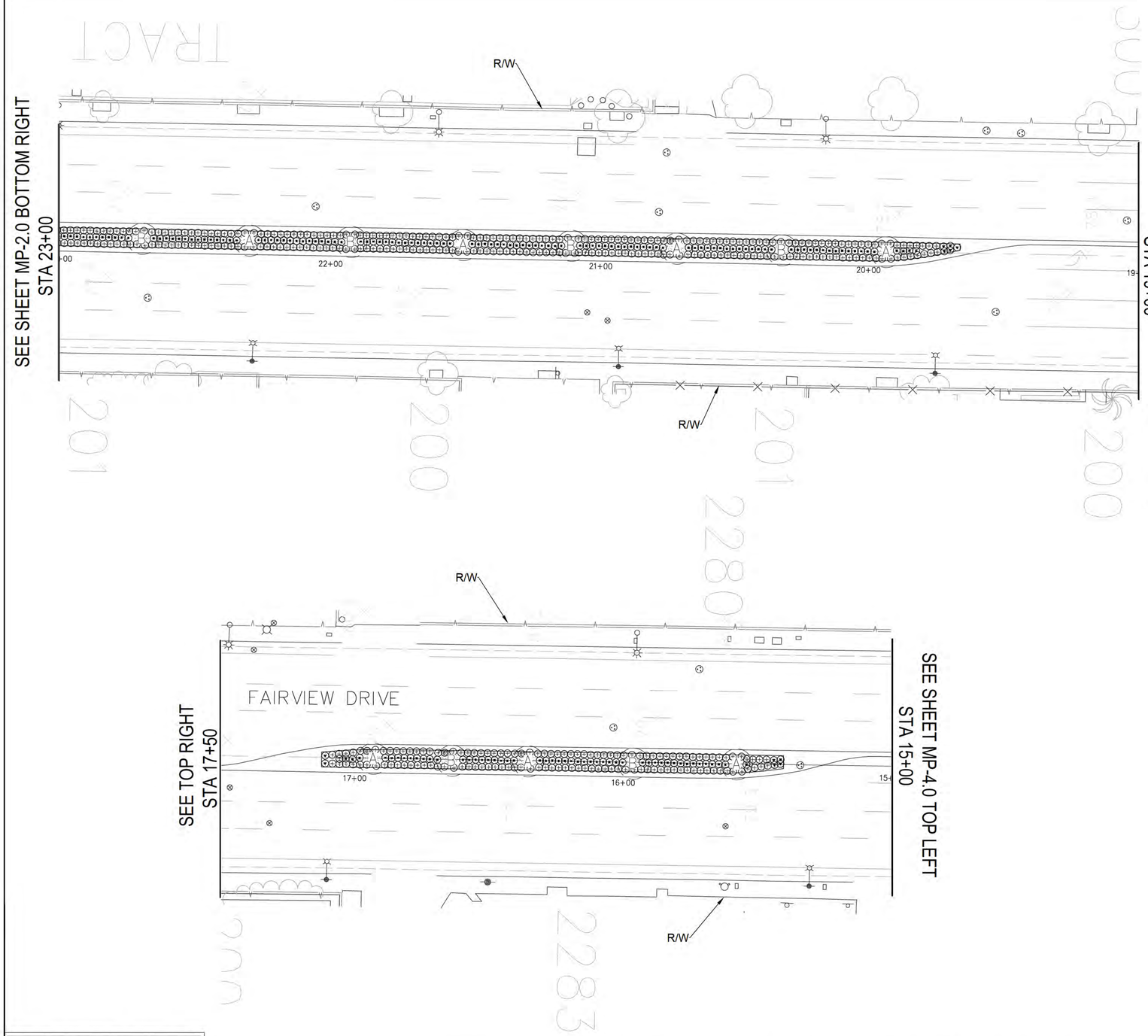
AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

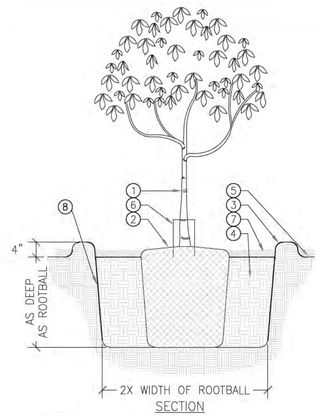
SCALE: H: As Noted V: As Noted

CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
MEDIAN PLANTING PLAN

SHEET MP-2.0
SHT 16
OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024





SECTION

1. SHRUB OR TREE
2. ROOTBALL – SET 2" ABOVE BACKFILL
3. TEMPORARY COMPACTED EARTH BERM; OMIT IN TURF AREAS. SEE NOTE 2.
4. PREPARED BACKFILL MIX
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6. DEEPROOT ARBOR GUARD IN TURF AREAS
7. MULCH – SEE PLANTING SCHEDULE FOR TYPE AND DEPTH
8. ROOT BARRIER 20' MIN. ON EACH SIDE.

NOTES:
1. SEE SPECIFICATIONS FOR BACKFILL MIX.
2. COMPACTED EARTH BERM SHALL BE RAKED SMOOTH AFTER INITIAL DEEP IRRIGATION.

1 TREE OR SHRUB PLANTING
N.T.S

PLANT SCHEDULE

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(A)		LAGERSTROEMIA FAURIEI 'MUSKOGEE' / MUSKOGEE CRAPE MYRTLE TREE	36" BOX	PER PLAN			21
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GRAPHIC SCALE
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SCALE: 1" = 20'

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MARK	BY	DATE	REVISIONS	APPR.	DATE

CITY OF COSTA MESA
ACCEPTED BY:
Date:
SEUNG YANG P.E., City Engineer
RE No. 66786 Exp Date: 9/30/26
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

Interwest Consulting Group
(714) 899-9039
1 JENNER SUITE 160
IRVINE , CA 92618
REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

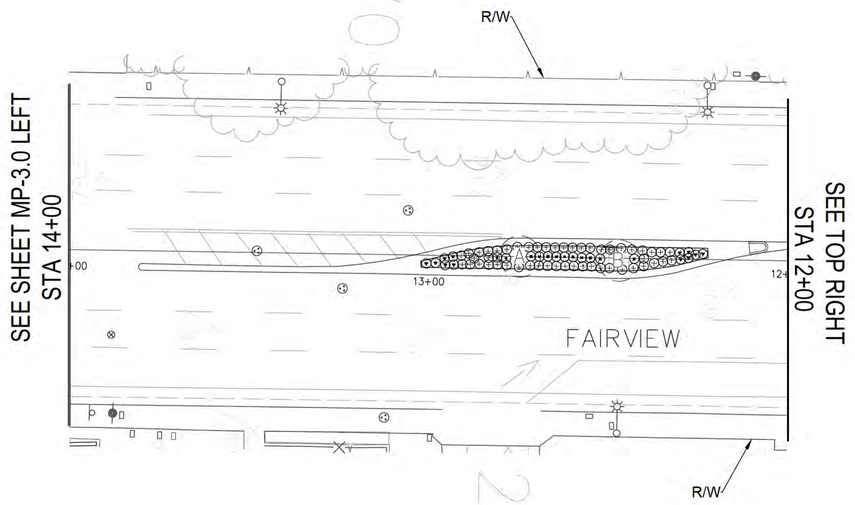
AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

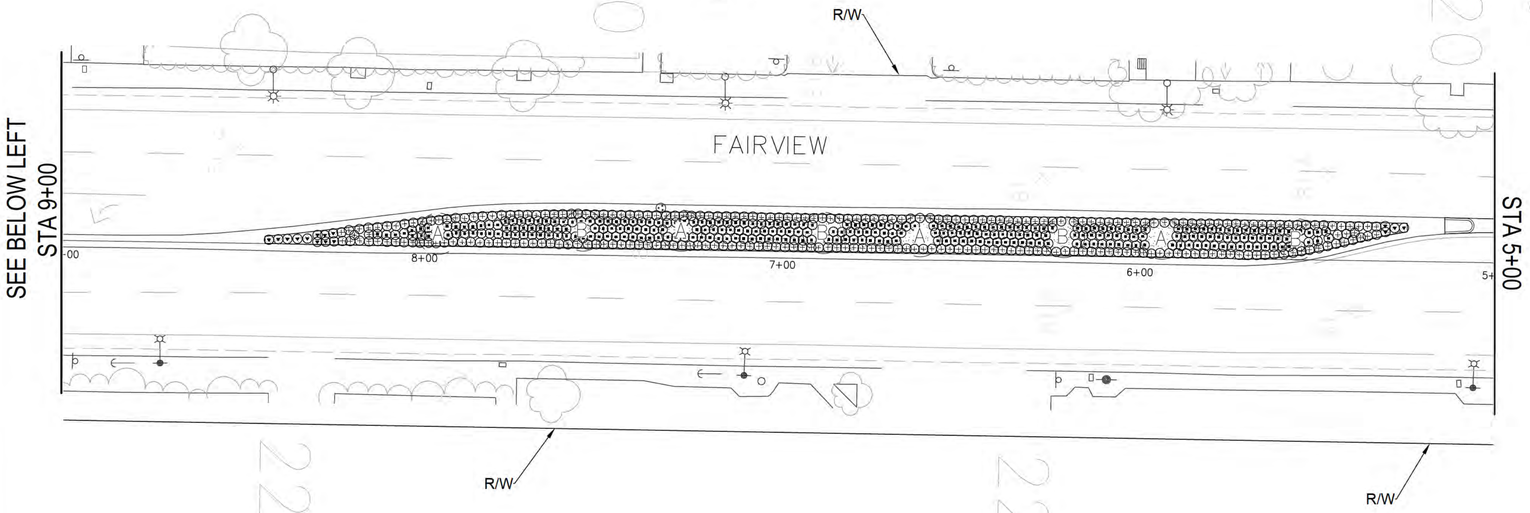
SCALE: H: As Noted V: As Noted

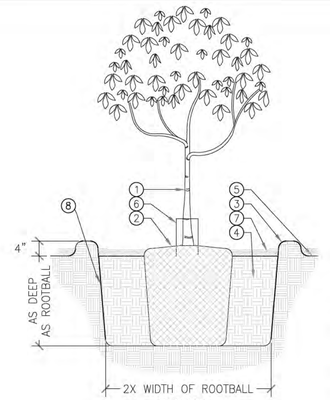
CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
MEDIAN PLANTING PLAN

SHEET MP-3.0
SHT 17 OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024







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NOTES:
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1 TREE OR SHRUB PLANTING
N.T.S

PLANT SCHEDULE

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GRAPHIC SCALE
20 0 20 60
SCALE: 1" = 20'

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A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

MARK	BY	DATE	REVISIONS	APPR.	DATE

CITY OF COSTA MESA
ACCEPTED BY:
Date:
SEUNG YANG P.E., City Engineer
RE No. 66786 Exp Date: 9/30/26
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

Interwest Consulting Group
(714) 899-9039
1 JENNER SUITE 160
IRVINE , CA 92618
REVIEWED BY: Tyrone Chesanek
TYRONE CHESANEK

AERIAL IMAGERY FROM GOOGLE EARTH PRO ON MARCH 2023.

SCALE: H: As Noted V: As Noted

CITY OF COSTA MESA
FAIRVIEW ROAD REHABILITATION
MEDIAN PLANTING PLAN

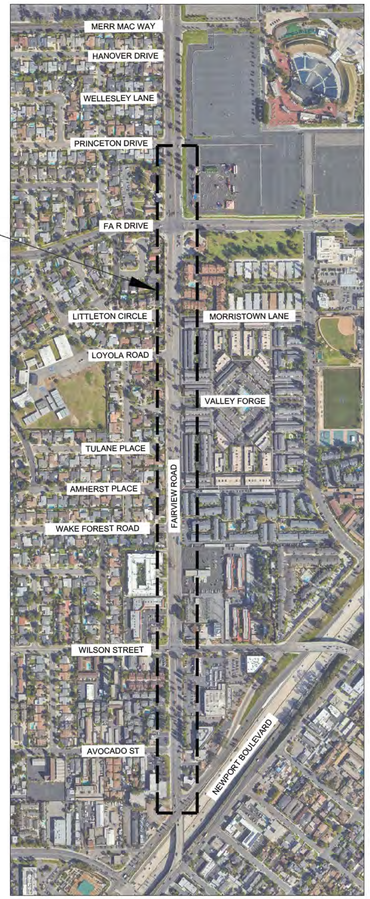
SHEET MP-4.0
SHT 18
OF 31 SHTS

Plans Drawn By: Mohammad Alshami
Plans Dated: 12/10/2024

Costa Mesa
City of the Arts

FAIRVIEW ROAD REHABILITATION PROJECT
FROM FAIR DRIVE TO NEWPORT BLVD.
TRANSPORTATION IMPROVEMENTS
STATE FUNDED PROJECT NO. CRASL-5312(106)
CITY PROJECT NO. 25-10

PROJECT AREA



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SHEET NO.	DRAWING NO.	SHEET NAME
19	G-1	TITLE SHEET
20	G-2	GENERAL NOTES
21	CL-1	STREET IMPROVEMENT PLAN
22	DC-1	CONSTRUCTION DETAILS - 1 OF 4
23	DC-2	CONSTRUCTION DETAILS - 2 OF 4
24	DC-3	CONSTRUCTION DETAILS - 3 OF 4
25	DC-4	CONSTRUCTION DETAILS - 4 OF 4
26	TS-1	TRAFFIC SIGNALS PLAN
27	TP-1	SIGNING AND STRIPING PLAN - 1 OF 2
28	TP-2	SIGNING AND STRIPING PLAN - 2 OF 2
29	TP-3	SIGNING SCHEDULE

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF [STATE], LICENSE NO. _____, EXPIRATION DATE: _____.

LICENSED PROFESSIONAL ENGINEER · DANIEL UKPONG DAVID JR · C 93708 · CIVIL · STATE OF CALIFORNIA

REUSE OF DOCUMENTS

ALL DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR THIS PROJECT. REUSE OR ALTERATION IS AT THE USER'S SOLE RISK.

	NO.	DATE	REVISION	BY	APVD
DSGN					
DR					
CHK					
APVD					

PREPARED BY : TDG Engineering, Inc., an affiliate of:

TOOLE DESIGN

527 W 7TH STREET, SUITE 701
LOS ANGELES, CA 90014
PHONE: 203.257.8680
FAX: 203.257.8680
www.tooledesign.com

[ENGINEER, P.E.]

8/30/2024
DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

COVER SHEET

CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 — DATE

APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 — 3/25/2025 — DATE

PROJECT NO. 02LAX.00157.00

DATE 8/29/2024

DRAWING NO. G-1

SHEET NO. 19 OF 31

H:\G0000\02LAX.00157.00_P_Fairview Road Active Transportation\PRODUCTION\CAD\PLANS\1100%\02LAX.00157.00_G_100%.dwg
8/29/2024

GENERAL NOTES

1) ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

2) PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD. IF FIELD CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY ENGINEER.

3) ELEVATIONS AND LOCATIONS OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO START OF ANY CONSTRUCTION AFFECTING SAID LINES. CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION.

4) EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATION BASED UPON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. EXISTING UNDERGROUND SANITARY SEWER LATERALS AND GAS LATERALS MAY NOT BE ALL SHOWN ON THE DRAWINGS. THE ELEVATION OF ANY EXISTING UTILITIES, INCLUDING UNDERGROUND GAS, ELECTRIC, TELEPHONE AND WATER ARE UNKNOWN. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 2 WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THE VICINITY SHALL BE BORNE BY THE CONTRACTOR.

5) THE CONTRACTOR SHALL COORDINATE ITS WORK WITH THE INSTALLATION OF FACILITIES BY SOUTHERN CALIFORNIA GAS (323-850-4908), SOUTHERN CALIFORNIA EDISON (800-611-1911), AT&T (510-645-2929), VERIZON (909-421-3339), AND TIME WARNER (818-779-2673). THE LOCATION OF EXISTING UTILITIES MAY NECESSITATE DESIGN ADJUSTMENTS. HOWEVER, ALL REVISIONS TO THIS PLAN MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS STAMPED AND SIGNED BY CITY ENGINEER PRIOR TO THE INSTALLATION OF THE IMPROVEMENTS. 6) THE CONTRACTOR SHALL RESTORE ALL DAMAGED, REMOVED OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMENTS OR FEATURES OF WHATEVER NATURE, DUE TO CONTRACTOR'S WORK.

7) ALL SURVEY MONUMENTS WITHIN THE CONSTRUCTION LIMITS MUST BE PERPETUATED IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT OF THE STATE OF CALIFORNIA.

8) FOR LANE CLOSURES, THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL OF THE CITY ENGINEER BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE FLAGMEN AND CONES OR BARRICADES, AS NECESSARY, TO CONTROL TRAFFIC AND PREVENT HAZARDOUS CONDITIONS PER THE CALIFORNIA STANDARD PLANS, SPECIFICATIONS, AND MANUAL ON TRAFFIC CONTROL DEVICES, LATEST EDITION.

9) PEDESTRIAN, PUBLIC ACCESSES, AND WHEELCHAIR ACCESSES SHALL BE MAINTAINED DURING THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.

10) NO TRENCHES OR HOLES SHALL BE LEFT OPEN OVERNIGHT; CONTRACTOR SHALL USE STEEL PLATING OR HOT-MIX ASPHALT AS REQUIRED TO PROTECT OPEN TRENCHES OVERNIGHT.

11) THE CONTRACTOR SHALL CONTROL DUST AT ALL TIMES AND SWEEP STREETS AS OFTEN AS NECESSARY DURING CONSTRUCTION AS REQUIRED BY THE CITY ENGINEER.

12) THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT. THIS INCLUDES THE SAFETY OF ALL PERSONS AND PROPERTY, PURSUANT TO THE PROVISIONS OF OSHA AND ITS REGULATIONS FOR THE PROTECTION OF WORK, STRUCTURES, SHORING AND OTHER IMPROVEMENTS. THE REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

13) ALL SIGNAGE PLANS TO BE DRAFTED AND INSTALLED BY OTHERS

14) ALL REVISIONS TO THIS PLAN MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS STAMPED AND SIGNED BY THE CITY ENGINEER PRIOR TO THE INSTALLATION OF THE IMPROVEMENTS.

CONSTRUCTION NOTES

1) ALL DIMENSIONS ARE TO FACE OF CURB OR CENTERLINE OF PAVEMENT MARKING UNLESS OTHERWISE NOTED.

2) DIMENSIONS PROVIDED ON THESE PLANS ARE APPROXIMATE ONLY. LOCATIONS OF IMPROVEMENTS TO BE MARKED BY CONTRACTOR AND APPROVED BY CITY ENGINEER PRIOR TO INSTALLATION.

3) ALL CONSTRUCTION ACTIVITIES SHALL BE WITHIN THE RIGHT-OF-WAY LIMITS. CONTRACTOR TO VERIFY ALL RIGHTS-OF-WAY PRIOR TO CONSTRUCTION.

4) ALL EXISTING UTILITIES AND DRAINAGE FACILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.

5) THE CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH PROPOSED PAVEMENT MARKINGS UNLESS OTHERWISE NOTED.

6) ALL WORK SHALL CONFORM WITH THE 2014 CA MUTCD STANDARDS AND 2023 CALTRANS STANDARD PLAN AND STANDARD SPECIFICATIONS.

7) ALL APPLICABLE WORK AND MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CITY OF BEVERLY HILLS STANDARD TECHNICAL SPECIFICATIONS AND DETAILS.

8) UNLESS OTHERWISE NOTED, ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH PROPOSED MARKINGS SHALL BE ERADICATED. ERADICATION SHALL BE PERFORMED USING WATER BLASTING OR OTHER NON-DESTRUCTIVE METHOD APPROVED BY THE CITY ENGINEER.

9) CONTRACTOR SHALL ARRANGE AND PAY FOR RESTRIPING IN KIND FOR ANY EXISTING STRIPING DISTURBED BY CONTRACTOR'S ACTIVITIES.

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF [STATE], LICENSE NO. _____. EXPIRATION DATE: _____.

LICENSED PROFESSIONAL ENGINEER — DANIEL UKPONG DAVIDS — C 93708 — CIVIL — STATE OF CALIFORNIA

REUSE OF DOCUMENTS

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	NO.	DATE	REVISION	BY	APVD
DSGN					
DR					
CHK					
APVD					

PREPARED BY : TDG Engineering, Inc., an affiliate of:
TOOLE DESIGN
[ENGINEER, P.E.]
527 W 7TH STREET, SUITE 701
LOS ANGELES, CA 90014
PHONE: 203.257.8680
FAX: 203.257.8680
www.tooledesign.com

8/30/2024
DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

GENERAL NOTES AND LEGEND

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE

APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE

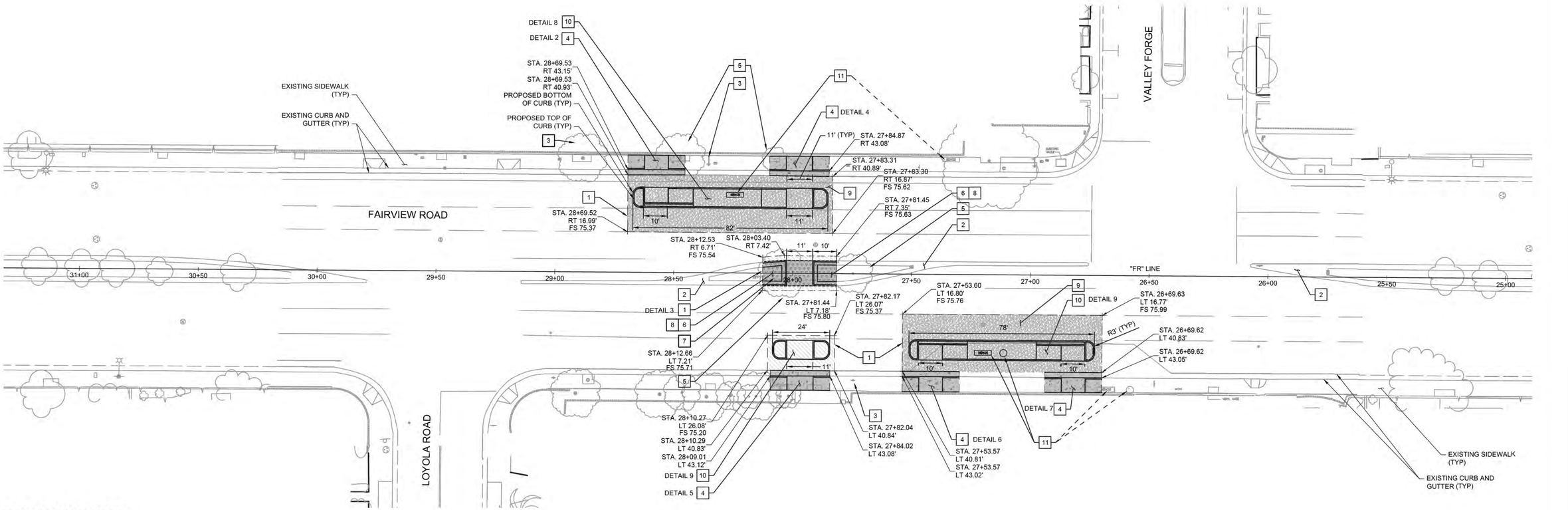
PROJECT NO. 02LAX.00157.00

DATE 8/29/2024

DRAWING NO. G-2

SHEET NO. 20 OF 31

H:\G00\02LAX.00157.00_P_Fairview Road Active Transportation\PRODUCTION\CAD\PLANS\100%\02LAX.00157.00_G_100%.dwg
8/29/2024



CONSTRUCTION NOTES:

1. SAW CUT BOUNDARIES
2. EXISTING RAISED MEDIAN TO REMAIN IN PLACE
3. PROTECT IN PLACE
4. INSTALL CURB RAMP CASE C PER CALTRANS STANDARD PLAN NO. A88A (T=4")
5. REMOVE TREE
6. REGRADE EXISTING LANDSCAPE AREA
7. RELOCATE EXISTING IRRIGATION CONTROL VALVE
8. SALVAGE AND MODIFY IMPACTED IRRIGATION TO CONFORM TO PROPOSED LANDSCAPE AREA
9. CONSTRUCT CONCRETE BUS PAD PER BUS BAY PAVEMENT SECTION IN CITY OF COSTA MESA STANDARD DRAWING NO. 113
10. CONSTRUCT PEDESTRIAN ISLAND PER CONSTRUCTION DETAIL
11. RELOCATE EXISTING BUS BENCH AND DEBRIS RECEPTACLE

LEGEND

- REMOVAL OF EXISTING MEDIAN
- CONSTRUCT CONCRETE BUS PAD PER OCTA TRANSIT SUPPORTIVE DESIGN GUIDLINES
- REMOVE AND DISPOSE OF EXISTING CURB & GUTTER AND SIDEWALK
- REMOVE AND REPLACE EXISTING AGGREGATE BASE AND ASPHALT CONCRETE SURFACING
- REMOVE AND SALVAGE
- RELOCATE AND INSTALL

0 20' 40' 60'
SCALE IN FEET

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF [STATE], LICENSE NO. _____, EXPIRATION DATE: _____.

LICENSED PROFESSIONAL ENGINEER — DANIEL UKPONG DAVID JR. — C 93708 — CIVIL — STATE OF CALIFORNIA

REUSE OF DOCUMENTS

ALL DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR THIS PROJECT. REUSE OR ALTERATION IS AT THE USER'S SOLE RISK.

	NO.	DATE	REVISION	BY	APVD
DSGN					
DR					
CHK					
APVD					

PREPARED BY : TDG Engineering, Inc., an affiliate of:
TOOLE DESIGN
[ENGINEER, P.E.]
527 W 7TH STREET, SUITE 701
LOS ANGELES, CA 90014
PHONE: 203.257.8680
FAX: 203.257.8680
www.tooledesign.com
8/30/2024
DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

STREET IMPROVEMENT PLAN

CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: _____ RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE

APPROVED BY: _____ SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE

PROJECT NO. 02LAX.00157.00

DATE 12/19/2023

DRAWING NO. CL-1

SHEET NO. 21 OF 31

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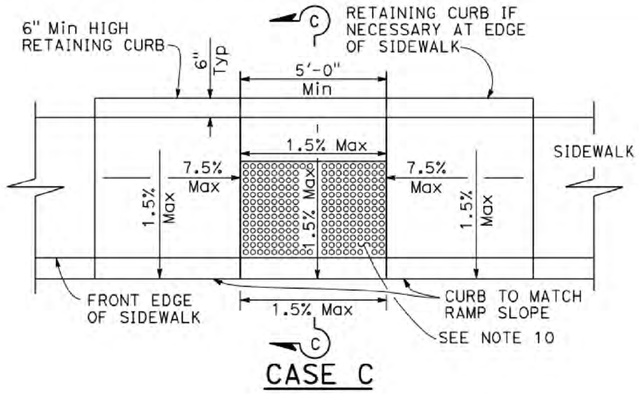
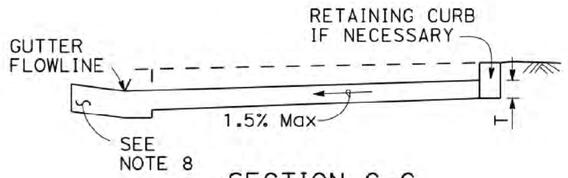
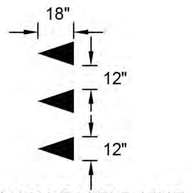
8/29/2024



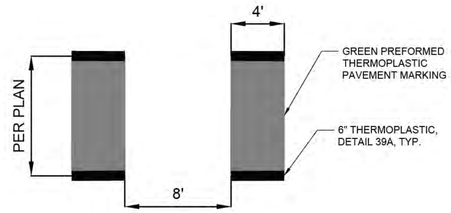
CASE C



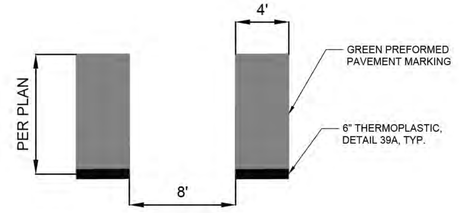
SECTION C-C



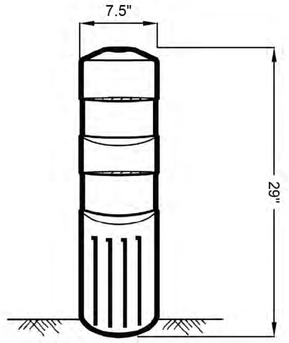
C MODIFIED BICYCLE YIELD LINE
N.T.S.



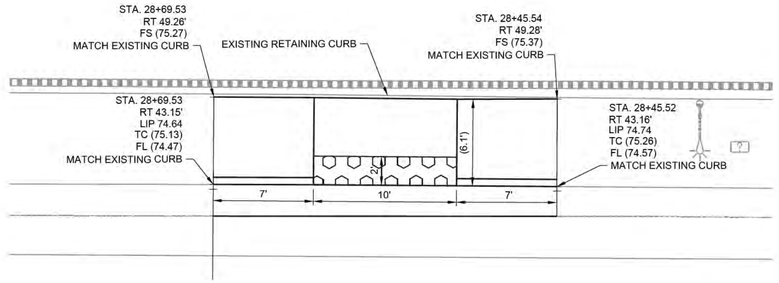
A CONFLICT ZONE PAVEMENT MARKING
N.T.S.



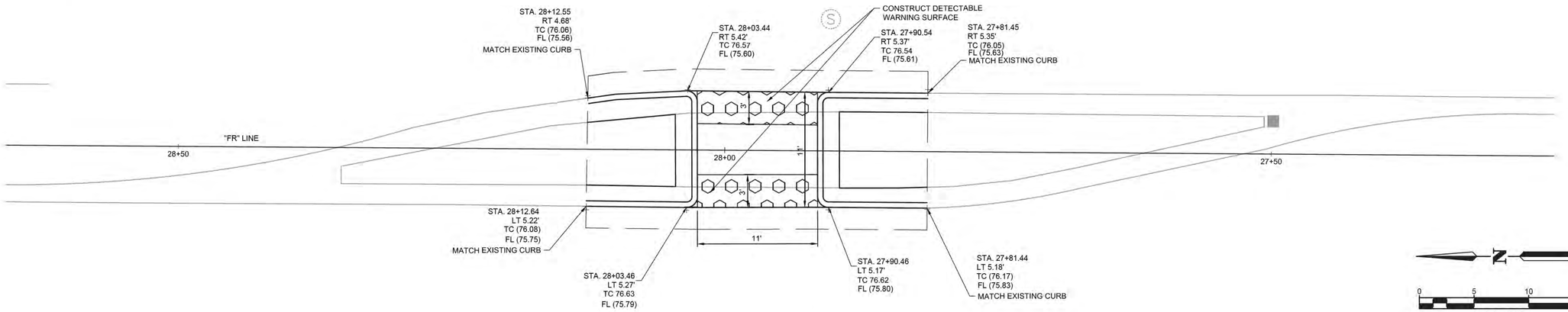
B CONFLICT ZONE PAVEMENT MARKING, ALT.
N.T.S.

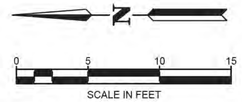


1 K71 FLEXIBLE POST - WHITE
N.T.S.



2 CURB RAMP NO.1 (CASE C)
1"=5





3 MEDIAN CUT THROUGH (TYPE A PASSAGEWAY)
1"=5

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF [STATE], LICENSE NO. _____, EXPIRATION DATE: _____.

LICENSED PROFESSIONAL ENGINEER — DANIEL UKPONG DAVID JR — C 93708 — CIVIL — STATE OF CALIFORNIA

REUSE OF DOCUMENTS

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	NO.	DATE	REVISION	BY	APVD
DSGN			Revisions in red are for clarification only, these revisions do not change the design of the registered engineer.		
DR					
CHK					
APVD					

PREPARED BY : TDG Engineering, Inc., an affiliate of:
TOOLE DESIGN
[ENGINEER, P.E.]
527 W 7TH STREET, SUITE 701
LOS ANGELES, CA 90014
PHONE: 203.257.8680
FAX: 203.257.8680
www.tooledesign.com

8/30/2024
DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

CONSTRUCTION DETAILS

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE

APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE

PROJECT NO. 02LAX.00157.00
DATE 12/19/2023
DRAWING NO. DC-1
SHEET NO. 22 OF 31

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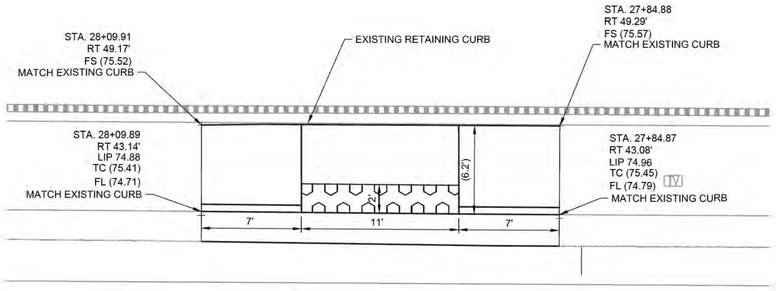
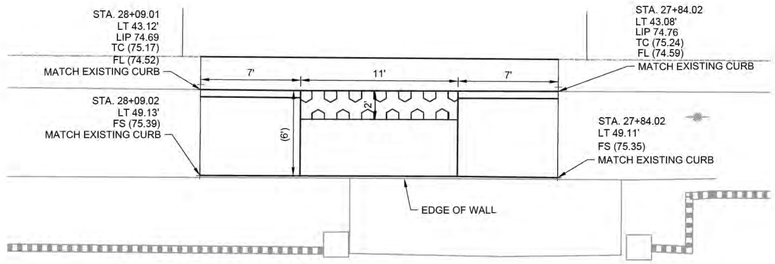
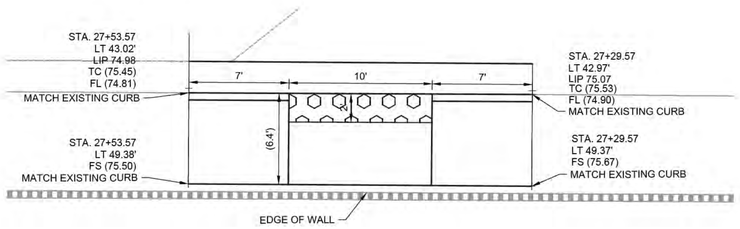
8/29/2024



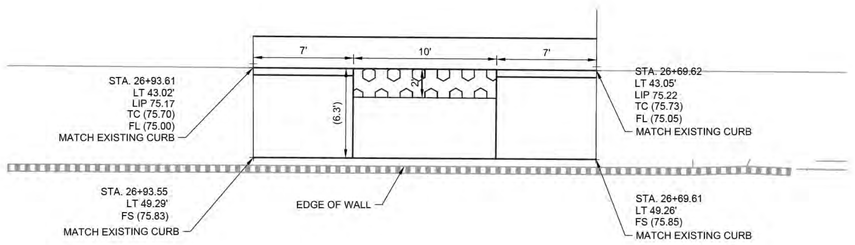
4 CURB RAMP NO.2 (CASE C)
1"=5



5 CURB RAMP NO.3 (CASE C)
1"=5



6 CURB RAMP NO.4 (CASE C)
1"=5



7 CURB RAMP NO.5 (CASE C)
1"=5

0 5 10 15
SCALE IN FEET

PROFESSIONAL CERTIFICATION

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LICENSED PROFESSIONAL ENGINEER — DANIEL UKPONG DAVID JR — C 93708 — CIVIL — STATE OF CALIFORNIA

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CHK					
APVD					

PREPARED BY : TDG Engineering, Inc., an affiliate of

TOOLE DESIGN

[ENGINEER, P.E.]

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LOS ANGELES, CA 90014
PHONE: 203.257.8680
FAX: 203.257.8680
www.tooledesign.com

8/30/2024
DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

CONSTRUCTION DETAILS

CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE

APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE

PROJECT NO. 02LAX.00157.00

DATE 12/19/2023

DRAWING NO. DC-2

SHEET NO. 23 OF 31

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8/29/2024

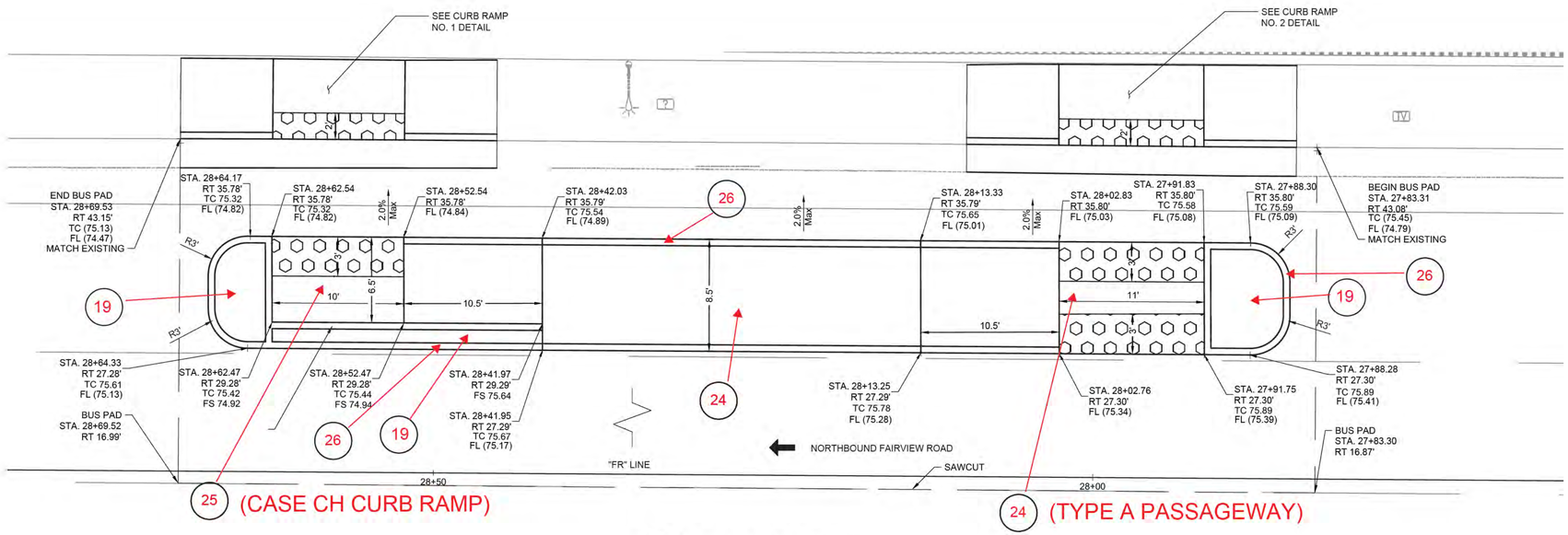
CONSTRUCTION NOTES

19 CONSTRUCT 4" STAMPED MEDIAN, SAND COLOR, OVER 4" SAND OVER COMPACTED SUB-GRADE TO 95% COMPACTION. MATCH EXISTING FINISH.

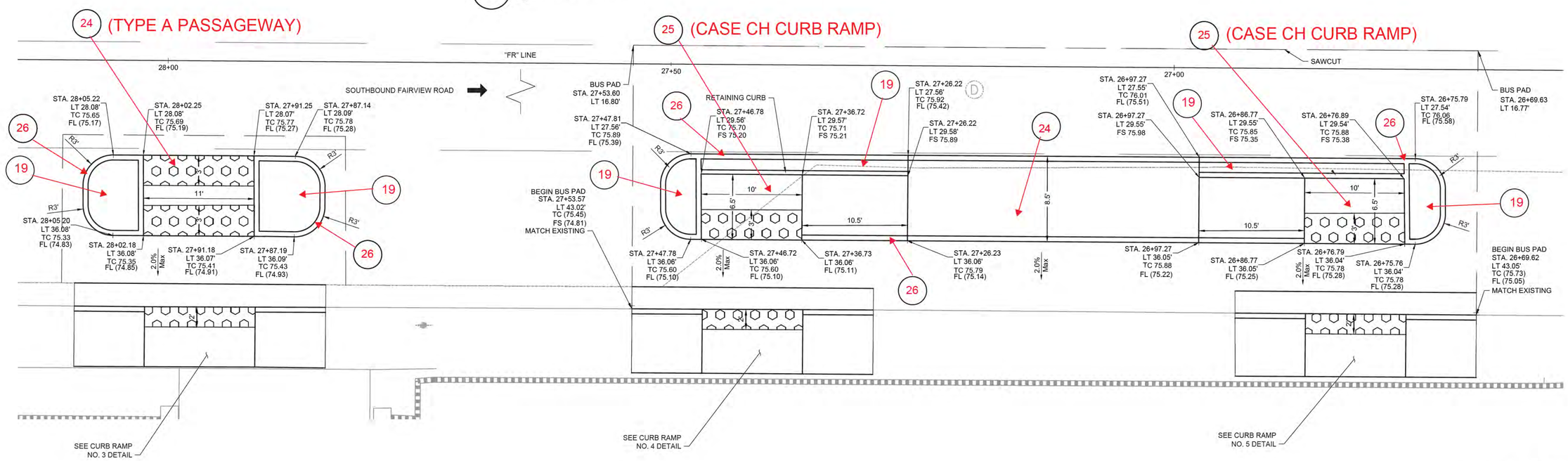
24 CONSTRUCT 4" CONCRETE PCC OVER 4" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 411, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS. TYPE A PASSAGEWAYS INCLUDE TRUNCATED DOMES; COLOR - FEDERAL YELLOW.

25 CONSTRUCT 4" CONCRETE CURB RAMPS OVER 4" CMB PER CALTRANS STANDARD PLAN NOS. A88A & A88B (CASE SHOWN ON PLANS) PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS. TRUNCATED DOME COLOR - FEDERAL YELLOW. ADJUST PULL BOXES TO GRADE.

26 CONSTRUCT CURB TYPE A OVER 6" CMB PER OVER 6" CMB PER CITY OF COSTA MESA STANDARD PLAN NO. 311, PURSUANT TO THE SPECIFICATIONS, & AS SHOWN ON THESE PLANS.



8 E. BUS ISLAND
1"=5



9 W. BUS ISLANDS
1"=5

0 5 10 15
SCALE IN FEET

PROFESSIONAL CERTIFICATION

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LICENSED PROFESSIONAL ENGINEER — DANIEL UKPONG DAVID JR. — C 93708 — CIVIL — STATE OF CALIFORNIA

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DSGN | DR | CHK | APVD

NO.	DATE	REVISION	BY	APVD
		Revisions in red are for clarification only, these revisions do not change the design of the registered engineer.		

PREPARED BY : TDG Engineering, Inc., an affiliate of:

TOOLE DESIGN

527 W 7TH STREET, SUITE 701
LOS ANGELES, CA 90014
PHONE: 203.257.8680
FAX: 203.257.8680
www.tooledesign.com

[ENGINEER, P.E.] 8/30/2024 DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

CONSTRUCTION DETAILS

CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE

APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE

PROJECT NO. 02LAX.00157.00

DATE 12/19/2023

DRAWING NO. DC-3

SHEET NO. 24 OF 31

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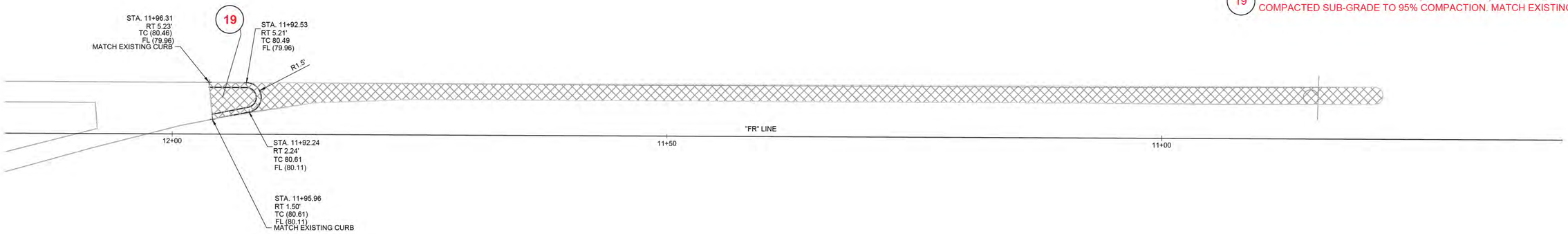
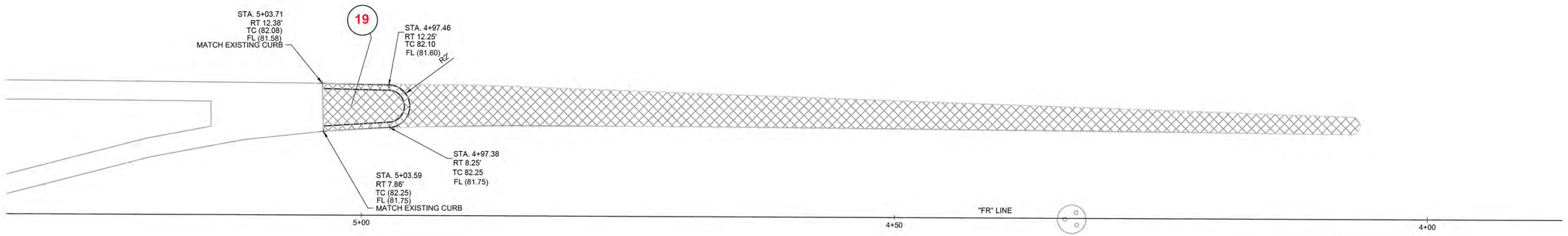
8/29/2024

CONSTRUCTION NOTES

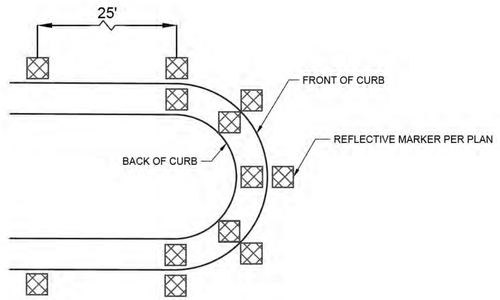
19 CONSTRUCT 4" STAMPED MEDIAN, SAND COLOR, OVER 4" SAND OVER COMPACTED SUB-GRADE TO 95% COMPACTION. MATCH EXISTING FINISH.



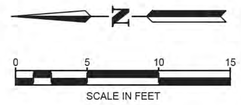
10 MEDIAN NOSE REMOVAL NO.1
1"=5



11 MEDIAN NOSE REMOVAL NO.2
1"=5



12 MEDIAN NOSE DETAIL
NOT TO SCALE



REMOVAL OF CONCRETE MEDIAN

PROFESSIONAL CERTIFICATION		REUSE OF DOCUMENTS						PREPARED BY : TDG Engineering, Inc., an affiliate of:		FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS	CITY OF COSTA MESA	PROJECT NO. 02LAX.00157.00
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF [STATE], LICENSE NO. _____. EXPIRATION DATE: _____.	LICENSED PROFESSIONAL ENGINEER DANIEL UKPONG DAVID JR. C 93708 CIVIL STATE OF CALIFORNIA	ALL DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR THIS PROJECT. REUSE OR ALTERATION IS AT THE USER'S SOLE RISK.						TOOLE DESIGN [ENGINEER, P.E.]	527 W 7TH STREET, SUITE 701 LOS ANGELES, CA 90014 PHONE: 203.257.8680 FAX: 203.257.8680 www.tooledesign.com 8/30/2024 DATE	CONSTRUCTION DETAILS	PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION	DATE 12/19/2023
		DSGN			Revisions in red are for clarification only, these revisions do not change the design of the registered engineer.						RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE	DRAWING NO. DC-4
		DR									APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE	SHEET NO. 25 OF 31
		CHK										
		APVD	NO.	DATE	REVISION	BY	APVD					

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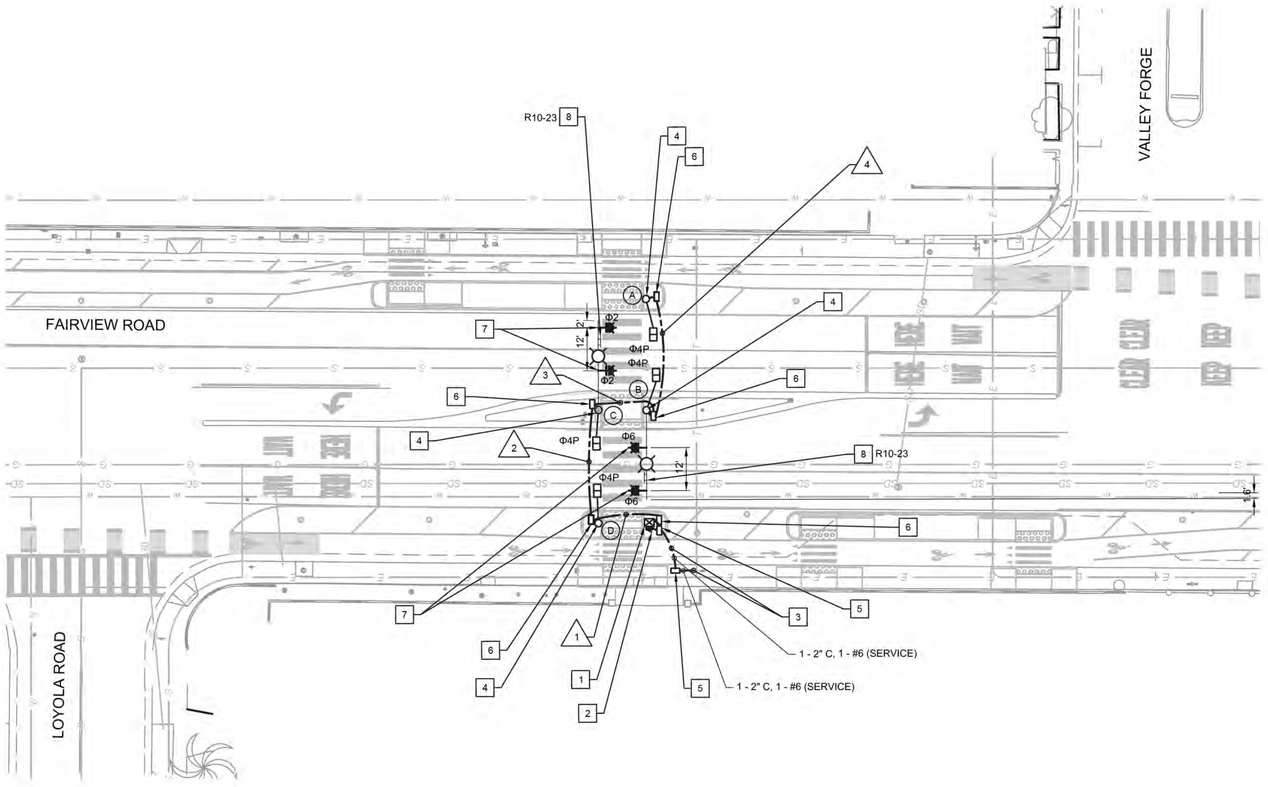
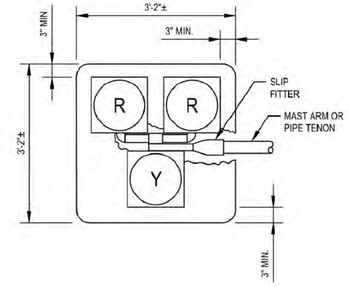
8/29/2024



PHASING DIAGRAM

1 OMIT	2 →	3 OMIT	4 ↕	→ PROTECTED PHASE
5 OMIT	6 ←	7 OMIT	8 OMIT	⇢ PERMISSIVE PHASE
				↔ PEDESTRIAN PHASE



PEDESTRIAN HYBRID BEACON DETAIL
TYPE MAS-3A
N.T.S.

CONSTRUCTION NOTES:

1. FURNISH AND INSTALL ECONOLITE COBALT CONTROLLER ASSEMBLY IN NEW TS-2 TYPE 1 "P-44" CABINET ON RAISED 18" FOUNDATION AND INSTALL SENSORS, MMU, HARNESSES AND ALL REQUIRED APPURTENANCES INSIDE CONTROLLER CABINET AS NEEDED TO PROVIDE INTENDED OPERATION ON THESE PLANS. CONSTRUCT 4" THICK PCC PAD TO ACCOMMODATE CONTROLLER FOUNDATION. FURNISH AND INSTALL POLARA iNS NAVIGATOR 2-WIRE APS SYSTEM. CONTRACTOR TO SCHEDULE TURN ON SUPPORT FOR SIGNAL CONTROLLER AND CABINET
2. FURNISH AND INSTALL NEW 120/240 V TYPE III-B SIGNAL AND LIGHTING SERVICE ENCLOSURE WITH TYPE V PEC ON LEFT SIDE OF CONTROLLER ASSEMBLY COMPLETE. SERVICE SHALL INCLUDE A 100 AMP MAIN BREAKER, 50 AMP SIGNAL BREAKER, 30 AMP LIGHTING BREAKER, AND TWO 15 AMP SPARES. SIGNAL CIRCUIT IS 120V METERED AND LIGHTING IS 120V UNMETERED.
3. FURNISH AND INSTALL 3" PVC CONDUIT FROM SERVICE CABINET TO PROPOSED SCE SERVICE POINT. CONTRACTOR SHALL CONTACT SOUTHERN CALIFORNIA EDISON FOR SERVICE INSTALLATION.
4. FURNISH AND INSTALL POLE PER POLE SCHEDULE.
5. FURNISH AND INSTALL NO 5 PULL BOX PER 2023 CALTRANS STANDARD PLANS.
6. FURNISH AND INSTALL NO 6 PULL BOX PER 2023 CALTRANS STANDARD PLANS.
7. FURNISH AND INSTALL TYPE MAS -3A PEDESTRIAN HYBRID BEACON 3-SECTION SIGNAL HEAD WITH RETROREFLECTIVE BACKPLATE PER CALTRANS 2023 STANDARD PLAN ES-4E.
8. FURNISH AND INSTALL MAST ARM MOUNTED SIGN PER CALTRANS 2023 STANDARD PLAN ES-7N, DETAIL U.
9. FURNISH AND INSTALL SIGN ON SIGNAL STANDARD PER CALTRANS STANDARD PLAN RS4.

CONDUCTOR SCHEDULE

AWG	CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS RUN NUMBER 1	2	3	4
VEH-PED 12CSC / PBA 3CSC	POLE A	1	1	1	1
	POLE B	1	1	1	1
	POLE C	1	1	1	
	POLE D	1	1		
	TOTAL	4	4	3	3
#10	LUMINAIRE	2	2	2	
	COMMON	1	1	1	
	TOTAL	3	3	3	
#8	GROUND	1	1	1	1
	EST. PERCENT FILL (%)	9%	7%	19%	9%
	CONDUIT SIZE	2-3"	2-3"	3"	3"

R10-3e (CA)

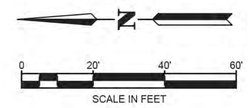
R10-23

POLE AND EQUIPMENT SCHEDULE

LOCATION	STANDARD TYPES	SIGNAL MAST ARM	LUMINAIRE MAST ARM	HEIGHT	LED LUMINAIRE WATTAGE[1]	VEHICLE SIGNAL MOUNTING MAST ARM	VEHICLE SIGNAL MOUNTING POLE	PED SIGNAL MOUNTING	ACCESSIBLE PED SIGNALS (APS) PHASE (Ø)	ACCESSIBLE PED SIGNALS (APS) R10-3e ARROW	SPECIAL REQUIREMENTS
(A)	1-A	-	-	7'	-	-	-	TP-1	4	→	
(B)	19-3-100	25'	15'	30'	105	MAS-3A, MAS-3A	-	SP-1			
(C)	19-3-100	25'	15'	30'	105	MAS-3A, MAS-3A	-	SP-1	4	↔	
(D)	1-A	-	-	7'	-	-	-	TP-1	4	→	

[1] Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC

[2] POLE LOCATIONS SHOWN ARE APPROXIMATE. POLE LOCATION SHALL BE APPROVED IN THE FIELD BY THE ENGINEER AND POLES SHALL BE POTHOLED TO FULL WIDTH AND DEPTH PRIOR TO ORDERING OF POLES



SCALE IN FEET

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF [STATE], LICENSE NO. _____, EXPIRATION DATE: _____.

LICENSED PROFESSIONAL ENGINEER DANIEL UKPONG DAVID JR. C 93708 CIVIL STATE OF CALIFORNIA

REUSE OF DOCUMENTS

ALL DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR THIS PROJECT. REUSE OR ALTERATION IS AT THE USER'S SOLE RISK.

	NO.	DATE	REVISION	BY	APVD
DSGN					
DR					
CHK					
APVD					

PREPARED BY : TDG Engineering, Inc., an affiliate of:

TOOLE DESIGN [ENGINEER, P.E.]

8/30/2024 DATE

527 W 7TH STREET, SUITE 701
LOS ANGELES, CA 90014
PHONE: 203.257.8680
FAX: 203.257.8680
www.tooledesign.com

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

TRAFFIC SIGNALS PLAN

CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE

APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE

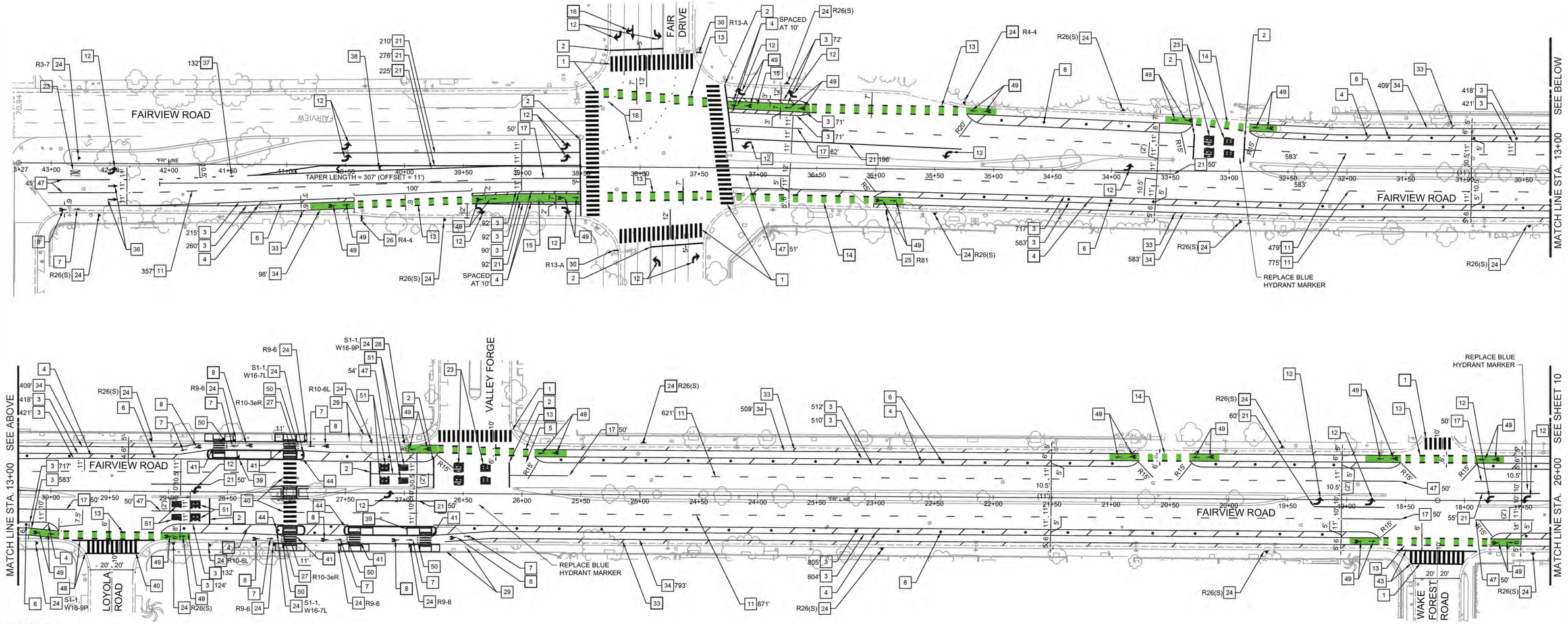
PROJECT NO. 02LAX.00157.00

DATE 8/29/2024

DRAWING NO. TS-1

SHEET NO. 26 OF 31

H:\G0000\02LAX.00157.00_P_Fairview Road Active Transportation\PRODUCTION\CAD\PLANS\100%\02LAX.00157.00_TS_100%.dwg
8/29/2024



LEGEND:

1. INSTALL THERMOPLASTIC WHITE 2' WIDE CROSSWALK PER CALTRANS STD. PLAN A24F. CROSSWALK SHALL BE 11' WIDE WITH 2' CLEAR SPACE BETWEEN BARS UNLESS OTHERWISE SHOWN
2. INSTALL 12" THERMOPLASTIC LIMIT LINE (STOP LINE) PER CALTRANS STD. PLAN A24G
3. INSTALL 6" BIKE LANE LINE (DETAIL 39) PER CALTRANS STD. PLAN A20D
4. INSTALL 6" SOLID WHITE LINE ROTATED AT 45° AND SPACED AT 36' UNLESS OTHERWISE SHOWN
5. INSTALL 6" DASHED BIKE LANE LINE (DETAIL 39A) PER CALTRANS STD. PLAN A20D
6. INSTALL WHITE K71 FLEXIBLE SELF RE-ERECTING MARKER POST PER DETAIL 1 ON SHEET DC-1 SPACED AT 36'
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8. INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN A24C
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12. INSTALL TYPE IV (L) OR (R) ARROW PER CALTRANS STD. PLAN A24A
13. INSTALL BIKE LANE CONFLICT MARKINGS PER DETAIL A ON SHEET DC-1
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24. FURNISH AND INSTALL NEW SIGN AND POST PER ORANGE COUNTY PUBLIC WORKS DEPARTMENT STD. PLAN 1417
25. FURNISH AND INSTALL NEW SIGN ON EXISTING SIGN POST. ADJUST SIGN AND/OR LENGTH OF POST TO MAINTAIN 7' CLEAR FROM BOTTOM-MOST SIGN TO THE GRADE OF THE SIDEWALK.
26. FURNISH AND INSTALL NEW SIGN ON EXISTING STREET LIGHT OR UTILITY POLE. ADJUST SIGN AND/OR LENGTH OF POST TO MAINTAIN 7' CLEAR FROM BOTTOM-MOST SIGN TO THE GRADE OF THE SIDEWALK.
27. FURNISH AND INSTALL SIGN ON PUSH BUTTON ASSEMBLY
28. REMOVE AND SALVAGE EXISTING SIGN
29. REMOVE AND SALVAGE BUS STOP FURNISHING AND SIGNS
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31. FURNISH AND INSTALL NEW SIGN ON EXISTING TRAFFIC POLE
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0 40' 80' 120'
SCALE IN FEET

H:\G0000\021\LAX 00157 00_P_Fairview Road Active Transportation\PRODUCTION\CAD\PLANS\100%\02\LAX 00157 00_TP_100%.dwg
8/29/2024

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LICENSED PROFESSIONAL ENGINEER · DANIEL UKPONG DAVID YR · C 93708 · CIVIL · STATE OF CALIFORNIA

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PREPARED BY : TDG Engineering, Inc., an affiliate of

TOOLE DESIGN

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[ENGINEER, P.E.] 8/30/2024 DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

SIGNING AND MARKING PLAN

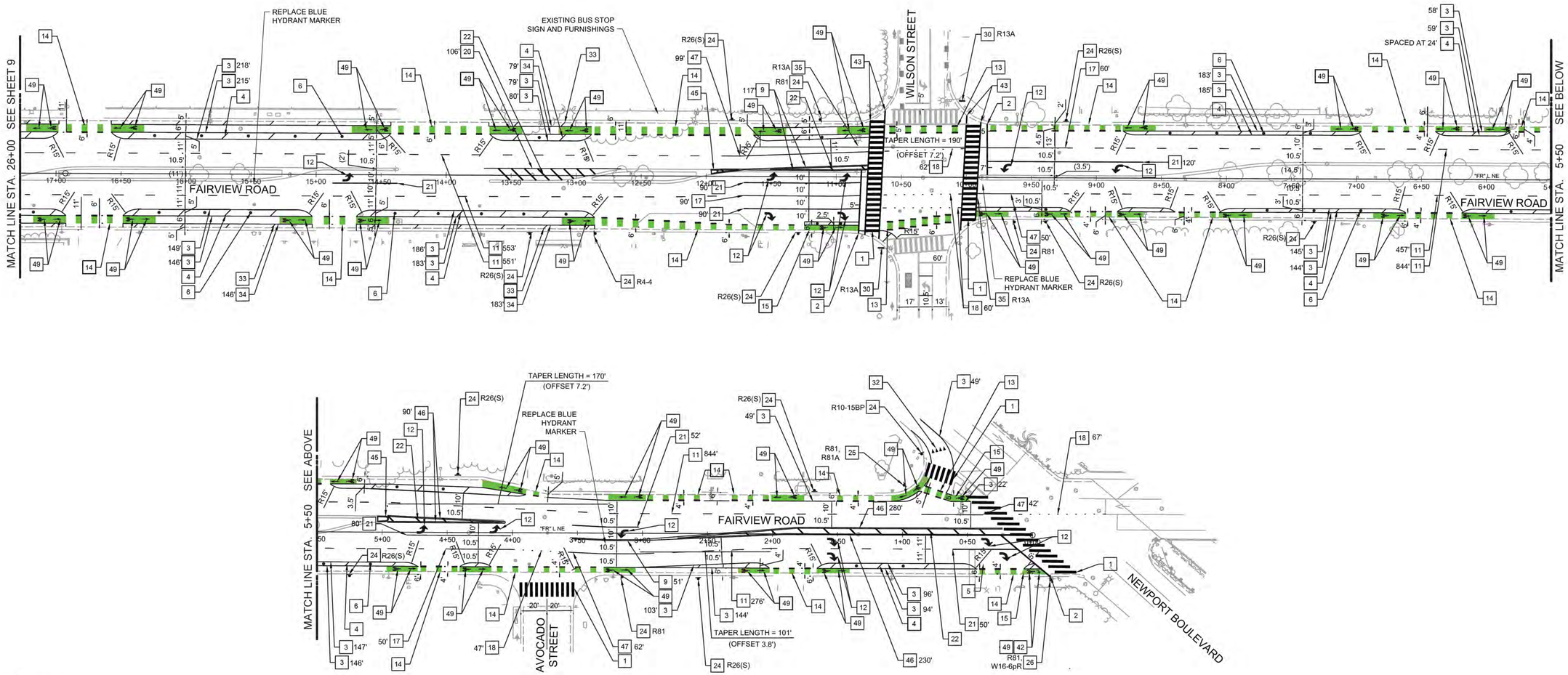
CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE

APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE

PROJECT NO. ##########
DATE 8/29/2024
DRAWING NO. TP-1
SHEET NO. 27 OF 31



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REUSE OF DOCUMENTS

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	NO.	DATE	REVISION	BY	APVD
DSGN					
DR					
CHK					
APVD					

PREPARED BY : TDG Engineering, Inc., an affiliate of:

TOOLE DESIGN

[ENGINEER, P.E.]

527 W 7TH STREET, SUITE 701
LOS ANGELES, CA 90014
PHONE: 203.257.8680
FAX: 203.257.8680
www.tooledesign.com

8/30/2024
DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

SIGNING AND MARKING PLAN

CITY OF COSTA MESA

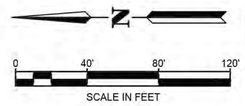
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO.	############
DATE	8/30/2024
RECOMMENDED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE	DRAWING NO. TP-2
APPROVED BY: SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE	SHEET NO. 28 OF 31

H:\G0000102\LAX.00157.00_P_Fairview Road Active Transportation\PRODUCTION\CAD\PLANS\100%\02\LAX.00157.00_TP_100%.dwg
8/30/2024

SIGN SCHEDULE - NOT TO SCALE

SIGN	(CA)MUTCD CODE	SIZE (WxH)	DESCRIPTION	SIGN QUANTITY	INSTALLATION
	R13A (CA)	18" x 30"	NO RIGHT TURN ON RED	6	MOUNT ON EX POLE (4) MOUNT ON EXISTING MAST ARM (2)
	R4-4	36" x 30"	BEGIN RIGHT TURN LANE YIELD TO BIKES	3	MOUNT ON EX POLE (2) MOUNT ON NEW 10' SURFACE-MOUNTED POST (1)
	R10-15BP (R)	30" x 30"	TURNING VEHICLES YIELD TO BIKE/PED	1	MOUNT ON NEW 10' SURFACE-MOUNTED POST
	S1-1	36" x 36"	SCHOOL CROSSING WARNING	4	MOUNT ON NEW 10' SURFACE-MOUNTED POST
	W16-7L	24" x 12"	LEFT DIAGONAL ARROW PLAQUE	2	MOUNT ON NEW 10' SURFACE-MOUNTED POST
	R81 (CA)	24" x 18"	BIKE LANE (CALIFORNIA)	6	MOUNT ON NEW 10' SURFACE-MOUNTED POST (3) MOUNT ON EX POST (1) MOUNT ON EX POLE (2)
	R81A (CA)	12" x 5"	BEGIN PLAQUE (CALIFORNIA)	1	MOUNT ON EX POST
	W16-9p	24" x 12"	AHEAD PLAQUE (CALIFORNIA)	2	MOUNT ON NEW 10' SURFACE-MOUNTED POLE
	R10-23	30" x 36"	CROSSWALK, STOP ON RED	2	MOUNT ON PROPOSED MAST ARM (2), SEE TS-1
	R9-6	12" x 18"	BIKES YIELD TO PEDS	5	MOUNT ON NEW 10' SURFACE-MOUNTED POLE
	R10-6(L/R)	24" x 36"	STOP HERE ON RED	4	MOUNT ON NEW 10' SURFACE MOUNTED POST
	R10-3e	9" x 15"	PEDESTRIAN SIGN	3	MOUNT ON PROPOSED PUSH BUTTON ASSEMBLY
	W16-6pR	24" x 18"	SUPPLEMENTAL ARROW PLAQUE (RIGHT)	1	MOUNT ON EX POLE
	R26(S)	12" x 18"	NO STOPPING ANY TIME	24	MOUNT ON NEW 10' SURFACE-MOUNTED POST
	R3-7	36" x 36"	LEFT LANE MUST TURN LEFT	1	MOUNT ON NEW 10' SURFACE-MOUNTED POST



NOTE: SHOULD ANY DISCREPANCIES IN SIGN QUANTITIES EXIST BETWEEN THIS SIGN SCHEDULE AND THE PLANS, REFER TO PLANS FOR ACCURATE SIGN QUANTITIES AND INFORMATION.

PROFESSIONAL CERTIFICATION

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LICENSED PROFESSIONAL ENGINEER — DANIEL UKPONG DAVID JR. — C 93708 — CIVIL — STATE OF CALIFORNIA

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DATE

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

SIGNING SCHEDULE

CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

RECOMMENDED BY: _____ RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. 1816 DATE

APPROVED BY: _____ SEUNG YANG, CITY ENGINEER, R.C.E. #66786 DATE

PROJECT NO. ##########

DATE 8/29/2024

DRAWING NO. TP-3

SHEET NO. 29 OF 31

H:\G0000\02\LAX 00157 00_P_Fairview Road Active Transportation\PRODUCTION\CAD\PLANS\100%\02\LAX 00157.00_TP_100%.dwg
8/29/2024

CITY OF COSTA MESA

CALIFORNIA

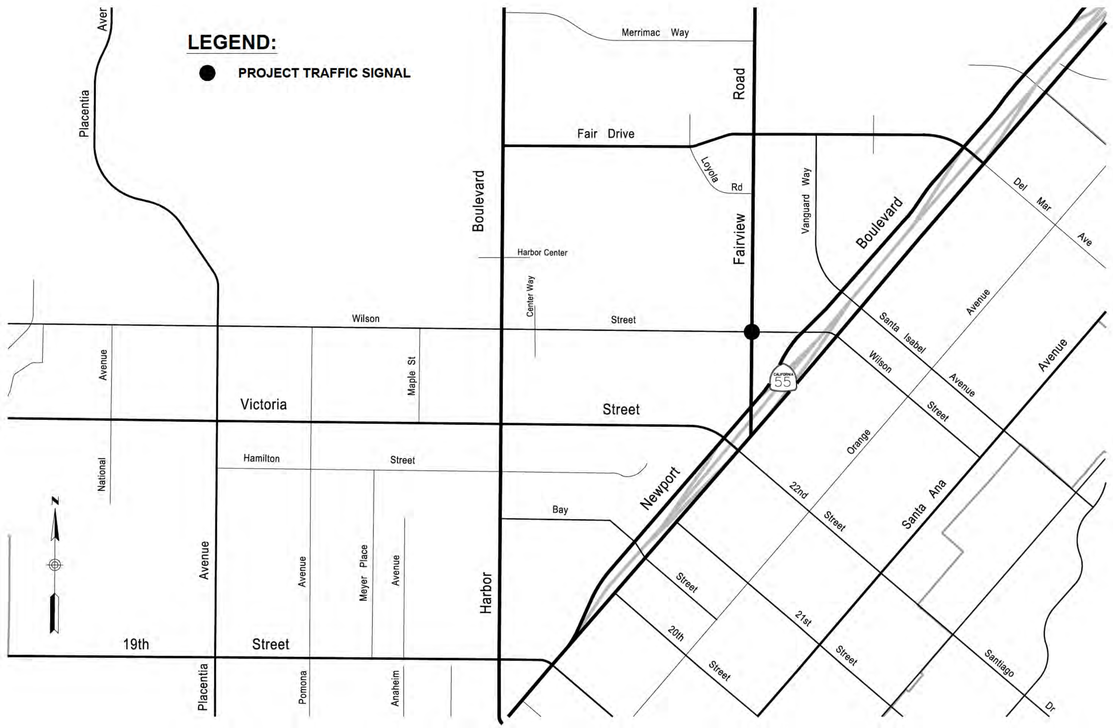
FAIRVIEW ROAD REHABILITATION PROJECT
FROM FAIR DRIVE TO NEWPORT BLVD.
TRANSPORTATION IMPROVEMENTS
STATE FUNDED PROJECT NO. CRASL-5312(106)
CITY PROJECT NO. 25-10

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE CITY OF COSTA MESA STANDARD PLANS, THE 2023 STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANS AND SPECIFICATIONS, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE 2014 CA MUTCD.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND NOTIFY ALL UTILITY COMPANIES A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL PHASES OF CONSTRUCTION WITH VARIOUS UTILITY COMPANIES INVOLVED.
3. TRAFFIC CONTROL DURING CONSTRUCTION SHALL CONFORM TO THE SPECIAL PROVISIONS AND THE W.A.T.C.H. MANUAL.
4. ALL WORK IS SUBJECT TO INSPECTION. CONTRACTOR SHALL NOTIFY INSPECTION OFFICE OF CITY TWO WORKING DAYS PRIOR TO START OF CONSTRUCTION.
5. ALL STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT ALL TIMES.
6. DUST CONTROL SHALL BE PROPERLY MAINTAINED AT ALL TIMES.
7. ANY DAMAGE TO EXISTING PULL BOXES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM THE VARIOUS UTILITY COMPANIES, LOCAL AGENCIES, AND FIELD INVESTIGATIONS. THE UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THE CONTRACTOR SHALL PROTECT THE EXISTING FACILITIES IN PLACE AND INTACT FOR ALL UTILITIES SHOWN OR NOT SHOWN ON PLANS.
9. THE CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENTS AND BUSINESSES AT ALL TIMES UNLESS OTHERWISE APPROVED.
10. ANY DISCREPANCIES AND/OR DEVIATIONS ARISING DURING CONSTRUCTION, THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ONSITE, OFFSITE AND ADJACENT UTILITIES, FACILITIES AND PROPERTIES.
12. ALL SURVEY MONUMENTS SHALL NOT BE DISTURBED BY THE CONSTRUCTION OF THESE IMPROVEMENTS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL LOST, DISTURBED OR OBLITERATED MONUMENTS, AS SPECIFIED BY THE SUBDIVISION MAP ACT AND CONSTRUCTION DOCUMENTS.
13. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ELEVATIONS PRIOR TO ANY CONSTRUCTION.
14. ALL DAMAGE TO EXISTING TURF SHALL BE RE-GRADED AND RE-LANDSCAPED WITH SOD TO MATCH EXISTING AS APPROVED BY THE PROPERTY OWNER AND THE CITY ENGINEER.
15. ALL DAMAGE TO EXISTING IRRIGATION SYSTEMS SHALL BE REPAIRED WITH NEW PIPES AND HEADS. IRRIGATION HEADS SHALL BE RAINBIRD 1804 OR AS APPROVED BY THE CITY ENGINEER.
16. THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR EXACT POLE LOCATIONS PRIOR TO INSTALLATION.
17. VEHICLE HEADS SHALL HAVE 12" LENSES WITH RED, YELLOW AND GREEN 'LED' TYPE INDICATIONS.

LEGEND:

● **PROJECT TRAFFIC SIGNAL**



VICINITY MAP

SHEET INDEX:

No.	DESCRIPTION
30	TITLE SHEET
31	*TRAFFIC SIGNAL MODIFICATION PLAN* FAIRVIEW ROAD AT WILSON STREET

PUBLIC SERVICE AGENCIES:
BEFORE EXCAVATION CALL THE FOLLOWING TELEPHONE NOS.

UNDERGROUND SERVICE ALERT (USA)	811
MESA WATER DISTRICT (PHIL LAURI)	(949) 207-5449
COSTA MESA SANITATION DISTRICT (ROB HAMERS)	(949) 631-1731
SOUTHERN CALIFORNIA EDISON CO. (DAMON HUMPHREY)	(714) 895-0534
SOUTHERN CALIFORNIA GAS CO. (RICHARD CLENDINENG)	(714) 634-3262
SOUTHERN CALIFORNIA GAS CO. (GAS TRANSMISSION UTILITY REQUEST CENTER)	(818) 701-4546
IRVINE RANCH WATER DISTRICT (KELLY LEW)	(949) 453-5586
ORANGE COUNTY SANITATION DISTRICT (RUDY DAVILA)	(714) 593-7348
O.C.T.A. (STOPS AND ZONES) (KYLE POFF)	(714) 560-5816
O.C.T.A. (DETOUR COORDINATION) (DISPATCH)	(714) 265-4330
AT&T (DOUG DIPAOLO)	(714) 618-9125
XO COMMUNICATIONS (SWITCHBOARD)	(703) 547-2000
SPECTRUM TIME WARNER (MAX SANDOVAL)	(714) 719-9629

NOTICE TO CONTRACTOR

1. THE CONTRACTOR SHALL PRIOR TO STARTING CONSTRUCTION UNCOVER ALL UTILITIES THAT HE MAY BE CROSSING, OR PARALLELING TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. ANY CONFLICT OR DISCREPANCY SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION, OTHERWISE THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ANY COST OF REPLACEMENT, RELOCATION, OR ADDITIONAL COST OF CONSTRUCTION RELATED TO UTILITY CONFLICTS.
2. CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS. THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169
1/7/2025 DATE

AGA Job No. : 127-011
AGA File Name: FAIWILTS.DWG
Print Date : 1/7/2025
Last Revision : 1/7/2025

Underground Service Alert
Call: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

NO.	DATE	DESCRIPTION	APP.

REFERENCES

BENCH MARK NO.
ELEVATION
DESCRIPTION
BASIS OF BEARING

DESIGNED BY: J. REYES	DATE NOV '24	CHECKED BY:	DATE
DRAWN BY: J. REYES	NOV '24	APPROVED BY:	
RECOMMENDED BY:			
RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR			
APPROVED BY:			
SEUNG YANG, CITY ENGINEER, R.C.E. #66786			

REGISTERED PROFESSIONAL ENGINEER — RUBEN PERALES — No. 83169 — CIVIL — STATE OF CALIFORNIA
P. E. SEAL

TRAFFIC SIGNAL MODIFICATION PLAN

TITLE SHEET

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT / TRANSPORTATION DIVISION

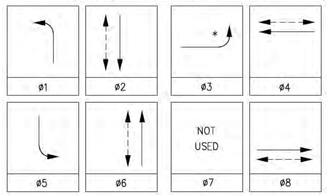
TSM - 1.0
SHEET 30 OF 31
PLAN NUMBER

CONDUCTOR SCHEDULE

AWG SIZE, WIRE OR CABLE TYPE	STD	PHASES	CONDUIT SIZE AND RUN 1	2	3	4	5
12 WIRE CONDUCTOR CABLE 11–#14 1–#12	A	ø4, ø4P /ø2PPB	–	–	1/1	–	–
	B	ø1, ø2 ø2P /ø4PPB	–	–	1/1	–	–
	C	ø1, ø6, ø6P /ø4PPB	–	–	1/1	1/1	–
	D	ø3, ø8, ø4P /ø6PPB	–	–	1/1	1/1	–
	E	ø3, ø8, ø8P /ø6PPB	–	–	1/1	1/1	1/1
	F	ø5, ø6P /ø8PPB	–	–	1/1	1/1	1/1
	G	ø2, ø5, ø7, OLC, ø2P /ø8PPB	–	2/1	2/1	–	–
3 WIRE CONDUCTOR CABLE	H	ø4, ø8P /ø2PPB	–	1/1	1/1	–	–
		TOTAL CABLES	–	3/2	9/8	4/4	2/2
#10		LUMINAIRE	–	2	2	2	2
		COMMON	1(E)	1	1	1	1
		TOTAL	1	3	3	3	3
#12		IISNS	–	2	2	2	2
3#18		VIDEO & POWER CABLE	–	1	4	2	1
CAT 5E		CCTV CAMERA CABLE	–	1(E)	1(E)	–	–
OPTICOM 3100		EVP CABLE	–	–	1(E)	–	–
24SMFO		SINGLE MODE FIBER OPTIC CABLE	–	–	1(E)	1(E)	–
PERCENT FILL			1%	49%	48%	23%	35%
CONDUIT SIZES (INCHES)			2"(E)	2.5"(E)	2–3"(E)	2"(E) 4"	2.5"(E)

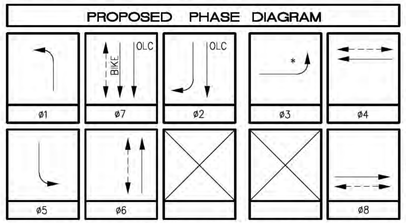
CONDUCTOR SCHEDULE IS FURNISHED AS A GUIDELINE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CONDUCTORS FOR THE INTENDED OPERATION.
ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS OTHERWISE NOTED AS (E) EXISTING.
REMOVE ALL UNUSED CABLES AND CONDUCTORS.

EXISTING PHASE DIAGRAM



* PROTECTED–PERMISSIVE LEFT TURN PHASING

PROPOSED PHASE DIAGRAM

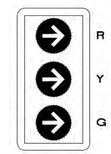


* PROTECTED–PERMISSIVE LEFT TURN PHASING
OLC = ø2 & ø7
ø2 & ø6 ON VEHICLE RECALL
ø4 & ø8 ON DOUBLE ENTRY

POLE SCHEDULE

No.	STANDARD TYPE	HGT.	SIG. M.A.	LUM. M.A.	LUMINAIRE WATTAGE LED	IISNS LEGEND	SIGNAL MOUNTING VEHICLE			PED	PPB PHASE	PLACEMENT A	B	REMARKS
A	17–AS	35'	15'	12'	185W	Fairview Rd	MAS(N)	–	SV–1–T(N)	SP–1–T	ø2(N)	EXISTING		
B	1–A	10'	–	–	–	–	–	–	TV–2–T(N)	SP–1–T	ø4(N)	EXISTING		
C	24–AS	35'	35'	12'	185W	Wilson St	MAS(N)	MAS(N)	SV–1–T(N)	SP–1–T	ø4(N)	EXISTING		
D	1–A	10'	–	–	–	–	–	–	TV–1–T(N)	SP–1–T	ø6(N)	EXISTING		
E	17–AS	35'	15'	12'	185W	Fairview Rd	MAS(N)	–	SV–1–T(N)	SP–1–T	ø6(N)	EXISTING		
F	1–A	10'	–	–	–	–	–	–	TV–1–T(N)	SP–1–T	ø8(N)	EXISTING		
G	19–AS	35'	30'	12'	185W	Wilson St(R)	MAS(N)	2–MAS(N)	SV–2–TA(N)	SP–1–T	ø8(N)	EXISTING		F_1=8', F_2=12'
H	1–A	10'	–	–	–	–	–	–	TV–1–T(N)	SP–1–T	ø2(N)	EXISTING		

ALL EQUIPMENT IS EXISTING UNLESS NOTED AS (N) NEW.

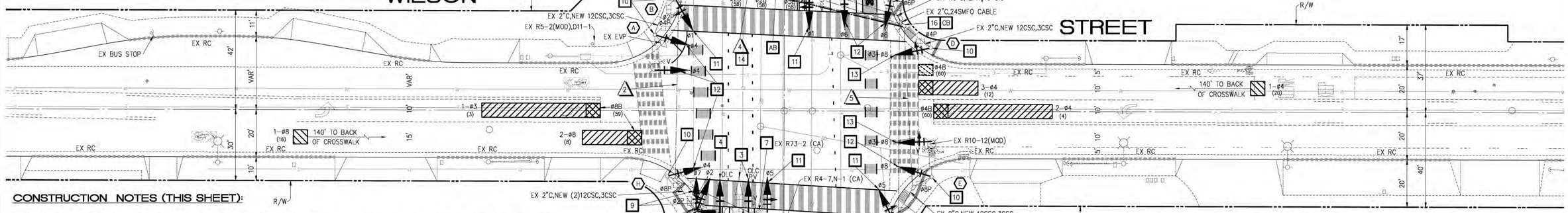


12" LENSES
DETAIL "A"
NO SCALE

12" LENSES
DETAIL "B"
NO SCALE

R10–10b
NO SCALE

R13A (CA)
NO SCALE



CONSTRUCTION NOTES (THIS SHEET):

1 – CONTRACTOR SHALL MODIFY AND WIRE EXISTING TYPE P CABINET TO PROVIDE FOUR (4) ADDITIONAL LOAD SWITCH SOCKETS. CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY TRAFFIC SIGNAL CABINET AND RECONNECT WIRING TO MAINTAIN SIGNAL IN OPERATION DURING MODIFICATION OF EXISTING CABINET. FURNISH AND INSTALL TWO (2) LOAD SWITCHES AND COMPLETE ANY NECESSARY WIRING AND CONNECTIONS TO ACHIEVE THE INTENDED OPERATION PER THE NEW PHASING DIAGRAM. FURNISH AND INSTALL NEW POLARA INS 2–WIRE ACCESSIBLE PEDESTRIAN SYSTEM (APS). COMPLETE WITH ICCU–S SHELF MOUNT CONTROL UNIT AND APPURTENANCES. ADJUST VIDEO DETECTION ZONES. PROTECT IN PLACE AND REATTACH EXISTING TYPE II SERVICE.

2 – RELOCATE EXISTING INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) COMPLETE ON NEW IISNS STRAIGHT ARM AS INDICATED ON PLAN. REUSE AND RECONNECT IISNS WIRES. SEE DETAIL "D".

3 – REMOVE AND SALVAGE EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW 3–SECTION (R,Y,G) VEHICLE HEAD ON NEW MAST–ARM MOUNT SIGNAL BRACKET AS INDICATED ON PLAN AND THE POLE SCHEDULE. NEW BACKPLATE SHALL HAVE 2" RETROREFLECTIVE YELLOW TAPE BORDER.

4 – FURNISH AND INSTALL NEW 3–SECTION (R,Y,G) VEHICLE HEAD ON EXISTING SIGNAL MAST–ARM ON NEW MAST–ARM MOUNT SIGNAL BRACKET AS INDICATED ON PLAN. NEW BACKPLATE SHALL HAVE 2" RETROREFLECTIVE YELLOW TAPE BORDER.

5 – FURNISH AND INSTALL NEW SIGN ON SIGNAL POLE STANDARD AS INDICATED ON PLAN.

6 – FURNISH AND INSTALL NEW SIGN ON NEW POST AS INDICATED ON PLAN.

7 – REMOVE SIGN FROM EXISTING SIGNAL MAST–ARM AS INDICATED ON PLAN.

8 – REMOVE PEDESTRIAN PUSH BUTTON COMPLETE. PLATE HOLE TO A SMOOTH FINISH.

9 – FURNISH AND INSTALL NEW 3–SECTION (RA,YA,GA) VEHICLE HEAD AND 3–SECTION (RED BIKE, YELLOW BIKE, GREEN BIKE) BICYCLE HEAD 3 FEET APART PER DETAILS "A", "B" AND "C". NEW BACKPLATE SHALL HAVE 2" RETROREFLECTIVE YELLOW TAPE BORDER. FURNISH AND INSTALL NEW R10–10b SIGN ADJACENT TO BICYCLE SIGNAL.

10 – REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON. FURNISH AND INSTALL NEW INS2 APS 2–WIRE PPB STATION WITH 5"x7" R10–3B SIGN ON STANDARD INDICATED ON PLAN AND THE POLE SCHEDULE.

11 – REMOVE AND SALVAGE EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW 3–SECTION (RA,YA,GA) VEHICLE HEAD ON EXISTING SIGNAL MAST–ARM OR SIGNAL STANDARD AS INDICATED ON PLAN. NEW BACKPLATE SHALL HAVE 2" RETROREFLECTIVE YELLOW TAPE BORDER.

12 – REMOVE AND SALVAGE EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW 3–SECTION (R,Y,G) VEHICLE HEAD ON EXISTING SIGNAL MAST–ARM OR SIGNAL STANDARD AS INDICATED ON PLAN. NEW BACKPLATE SHALL HAVE 2" RETROREFLECTIVE YELLOW TAPE BORDER.

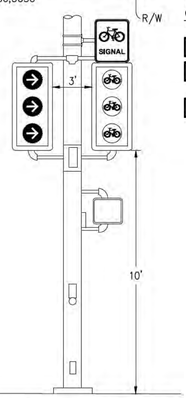
13 – REMOVE AND SALVAGE EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW 5–SECTION (R,Y,C,YA,GA) VEHICLE HEAD ON EXISTING SIGNAL MAST–ARM OR SIGNAL STANDARD AS INDICATED ON PLAN. NEW BACKPLATE SHALL HAVE 2" RETROREFLECTIVE YELLOW TAPE BORDER.

CONSTRUCTION NOTES (CONTINUED):

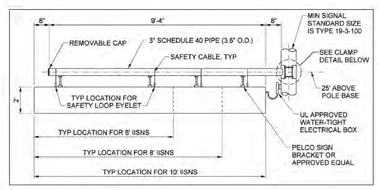
14 – FURNISH AND INSTALL NEW 4" CONDUIT.

15 – FURNISH AND INSTALL NEW ETHERWAN EX78922E–0VB FIBER SWITCH COMPLETE WITH TWO (2) 1Gb SFP MODULES AND ALL NECESSARY PATCH CABLES. REMOVE AND SALVAGE EXISTING FIBER SWITCH.

16 – PULL BACK EXISTING 24SMFO CABLE FROM TRAFFIC SIGNAL CABINET. REROUTE EXISTING 24SMFO CABLE THROUGH NEW AND EXISTING CONDUIT INTO TRAFFIC SIGNAL CABINET AND RECONNECT. REESTABLISH COMMUNICATIONS TO TRAFFIC MANAGEMENT CENTER.



VEHICLE/BIKE SIGNAL HEAD PLACEMENT
DETAIL "C"
NO SCALE



IISNS STRAIGHT MAST ARM MOUNTING DETAIL
DETAIL "D"
NO SCALE

SCALE: 1" = 20'

AGA Job No. : 127–011
AGA File Name: FAIWILMD.DWG
Print Date : 1/7/2025
Last Revision : 1/7/2025

AGA Engineers, Inc.
(714) 992–4592
agaengineersinc.com
TRANSPORTATION CONSULTING ENGINEERS
211 Imperial Highway, Suite 208 Fullerton, CA 92835

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REVISIONS

NO.	DATE	DESCRIPTION	APP.

REFERENCES

BENCH MARK NO.
ELEVATION
DESCRIPTION:
BASIS OF BEARING:

DESIGNED BY:	DATE	CHECKED BY:	DATE
J. REYES/R. PERALES	DEC '24		
DRAWN BY: J. REYES	DEC '24	APPROVED BY:	

RECOMMENDED BY:

RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, T.E. #1816

APPROVED BY:

SEUNG YANG, CITY ENGINEER, R.C.E. #66786

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

P. E. SEAL

TRAFFIC SIGNAL MODIFICATION PLAN

FAIRVIEW ROAD
AND
WILSON STREET

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT / TRANSPORTATION DIVISION

TSM - 2.0

SHEET 31 OF 31

PLAN NUMBER

CONSTRUCTION NOTES:

UNLESS OTHERWISE SPECIFIED ON THE WORKING DRAWING WHICH FORMS A PART OF THE SPECIFICATION, THE CONTRACTOR/DEVELOPER SHALL FURNISH THE FOLLOWING ITEMS AT NO COST TO THE EDISON COMPANY.

SOUTHERN CALIFORNIA EDISON COMPANY HAS ATTEMPTED TO CORRECTLY SHOW ALL EXISTING UTILITIES AND SUBSTRUCTURES IN THE VICINITY OF THE WORK, BUT DOES NOT GUARANTEE THERE ARE NO OTHER SUBSTRUCTURES IN THE AREA. FAILURE OF SCE TO SHOW ALL SUBSTRUCTURES IN THEIR CORRECT LOCATION WILL NOT BE A BASIS FOR A CLAIM FOR EXTRA WORK, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO SUBSTRUCTURES WHETHER SHOWN OR NOT.

1. FOR GENERAL SPECIFICATIONS SEE UGS GI 001.

2. CONDUIT:
   a. MINIMUM COVER IN STREET OR PARKWAY IS 30" BELOW GUTTER GRADE, UNLESS NOTED OTHERWISE.
   b. MINIMUM COVER ON PRIVATE PROPERTY IS 30" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
   c. CONTRACTOR IS TO FURNISH AND INSTALL APPROVED CONDUIT TO EDISON SPECIFICATIONS PER UGS CD 100.1, 110 AND 120.
   d. FOR THE TYPE OF CONDUIT FOR THIS JOB, SEE UGS CD 110.1.
   e. INSTALL ALL RISERS PER UGS CD 160, 161, 162 AND 170.
   f. CAP ALL MAINLINE CONDUITS PER UGS CD 148 AND SERVICE CONDUITS PER UGS CD 150.
   g. INSTALL BLANK CONDUIT PLUGS IN ALL CONDUITS TERMINATING INTO VAULTS, MANHOLES, PM#'S, SOC's & ALL CAP LOCATIONS, PER UGS CD 180.1 & UGS CD 180.2
   h. INSTALL PULL ROPE IN ALL CONDUIT RUNS. PULL ROPE TO BE AT LEAST 3/8" POLYPROPYLENE ROPE, BRAIDED OR TWISTED. FOR SPECIFICATIONS, APPROVED MAKES, AND SUPPLIERS, SEE UGS GI 040.
   i. ALL CONDUIT MUST BE MANDRELED WITH THE APPROVED MANDREL UGS CD 197.

3. CONDUIT RADIUS REQUIREMENTS:
   a. THE MINIMUM RADIUS FOR BENDS ARE:
      36" FOR CONDUITS 3" IN DIAMETER OR SMALLER
      48" FOR CONDUITS 4" AND 5" IN DIAMETER
      60" FOR 6" DIAMETER CONDUIT
   b. THE MINIMUM RADIUS FOR ALL SWEEPS OF ALL MAINLINE CONDUITS IS 12'-6" (UNLESS NOTED OTHERWISE).

4. EXCAVATION AND BACKFILL:
   a. WORK AREA SHALL BE CLEARED AND ROUGH GRADED TO WITHIN FOUR INCHES OF FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
   b. ALL EXCAVATIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STATE CONSTRUCTION SAFETY ORDERS (WHEN APPLICABLE), EDISON SPECIFICATIONS, AND ALL GOVERNING LOCAL ORDINANCES.
   c. EACH TRENCH TO BE A UNIFORM DEPTH BELOW FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
   d. BACKFILL SHALL BE PROVIDED BY THE CONTRACTOR FOR ALL EXCAVATIONS AND SHALL INCLUDE CRUSHED ROCK, CONCRETE, AND/OR IMPORTED BACKFILL, WHEN REQUIRED.
   e. BACKFILL WITH A MINIMUM OF ONE SACK PER YARD SAND CEMENT SLURRY AROUND AND OVER VAULTS AND MANHOLES PER UGS GI 030, SECTION 6.4 AND AROUND PM#'S WITHIN ONE FOOT OF FINISHED GRADE, PER UGS SS 590.1.
   f. BACKFILL PER EDISON SPECIFICATIONS, SHALL IMMEDIATELY FOLLOW CONDUIT OR SUBSTRUCTURE INSTALLATION. AT NO TIME SHALL CONDUIT BE LEFT EXPOSED OVER 24 HOURS.
   g. NO ROCKS ARE ALLOWED WITHIN 12 INCHES OF DIRECT-BURIED CABLES OR ANY CONDUIT WITHOUT CONCRETE ENCASEMENT. NATIVE BACKFILL CAPABLE OF PASSING THROUGH A ONE-HALF INCH MESH SCREEN SHALL BE CONSIDERED TO BE "ROCK FREE". IF EXISTING BACKFILL DOES NOT PASS THROUGH A 1/2" SCREEN, PLACE IMPORTED SAND 3" BELOW AND 12" ABOVE EDISON CABLES. AFTER THIS POINT, NO ROCKS LARGER THAN 12" DIAMETER ARE PERMITTED.
   h. ALL BACKFILL SHALL BE COMPACTED TO MEET OR EXCEED LOCAL ORDINANCES OR OTHER REQUIREMENTS. IT SHALL BE PLACED IN A MANNER THAT WILL NOT DAMAGE THE CONDUIT OR SUBSTRUCTURE OR ALLOW FUTURE SUBSIDENCE OF THE TRENCH OR STRUCTURES.

5. PAVING:
   REPAVING, WHERE REQUIRED, SHALL BE PLACED IN SUCH A MANNER THAT INTERFERENCE WITH TRAFFIC, INCLUDING PEDESTRIAN TRAFFIC, WILL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM OF REPAVING ACCEPTABLE TO THE MUNICIPALITY, COUNTY, OR OTHER AUTHORITY HAVING JURISDICTION AND WHICH IS ACCEPTABLE TO EDISON.

6. STRUCTURES:
   a. ALL SUBSTRUCTURES SHALL BE CONSTRUCTED OR INSTALLED TO EDISON SPECIFICATIONS.
   b. INSTALL PROTECTION BARRIERS PER UGS MS 630 WHEN REQUIRED IN AREAS EXPOSED TO TRAFFIC, PER EDISON INSPECTOR.
   c. ALL CONDUIT LINES AND CONCRETE FLOORED SUBSTRUCTURES SHALL BE WATER TIGHT.
   d. ALL GROUNDING MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.

7. RETAINING WALLS:
   WHEN REQUIRED, RETAINING WALLS SHALL BE PROVIDED BY THE DEVELOPER. WALLS ARE REQUIRED WHEREVER GRADE RISES MORE THAN 18 INCHES ABOVE THE STRUCTURE OR 24" ABOVE THE PAD SURFACE AT A DISTANCE OF 5 FEET FROM THE SAME, OR IN AREAS SUBJECT TO EROSION. DESIGN AND INSTALLATION MUST COMPLY WITH LOCAL BUILDING ORDINANCES. REFER TO EDISON INSPECTOR FOR TYPICAL SPACE REQUIREMENTS.

8. PERMITS:
   ALL PERMITS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR/DEVELOPER.

9. ACCESS:
   HEAVY TRUCK ACCESS SHALL BE MAINTAINED TO EQUIPMENT LOCATIONS. STRUCTURES MUST BE CLEAR OF ALL APPURTENANCES THAT WOULD OBSTRUCT THE LOADING OR UNLOADING OF EQUIPMENT.

10. SERVICES:
    a. METERS AND SERVICES SHALL COMPLY WITH EDISON ELECTRICAL SERVICES REQUIREMENTS.
    b. WIRING MUST BE IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES AND APPROVED BY LOCAL INSPECTION AUTHORITIES.

11. LOCATION:
    a. THE LOCATION OF EXCAVATIONS AND STRUCTURES FOR EDISON SHALL BE AS SHOWN ON THE WORKING DRAWING. NO DEVIATION FROM THE PLANNED LOCATIONS WILL BE PERMITTED UNLESS APPROVED BY THE EDISON INSPECTOR. SEE UGS GI 001, SECTION 2.2.
    b. ACTUAL LOCATION OF OBSTRUCTIONS, STORM DRAINS, AND/OR OTHER FOREIGN UTILITIES TO BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE UGS GI 001, SECTION 2.3.

12. CONTRACTOR IS TO VERIFY LOCATION AND WIDTHS OF ALL SIDEWALKS AND DRIVEWAYS PRIOR TO STREET LIGHT INSTALLATION. SEE UGS CD 175.1, UGS CD 175.2 AND UGS CD 175.3.

13. SURVEY:
    SURVEYING OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADE, ETC., NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND MARKERS OR STAKES PLACED PRIOR TO THE START OF THE INSTALLATION. IN ADDITION, DEVELOPER SHALL MAINTAIN THE MARKERS DURING THE INSTALLATION AND INSPECTION BY EDISON. GRADE AND PROPERTY LINE STAKES MUST SHOW ANY OFFSET MEASUREMENTS.

14. COORDINATION AND SUPERVISION:
    THE DEVELOPER SHALL PROVIDE SUPERVISION OVER AND COORDINATION AMONG THE VARIOUS CONTRACTORS WORKING WITHIN THE DEVELOPMENT IN ORDER TO PREVENT DAMAGE TO EDISON FACILITIES. HE IS RESPONSIBLE FOR THE COST OF REPAIRS, REPLACEMENT, RELOCATION, OR OTHER CORRECTIONS TO EDISON FACILITIES MADE NECESSARY BY HIS FAILURE TO PROVIDE SUPERVISION OR TO OTHERWISE COMPLY WITH THESE SPECIFICATIONS.

15. TELEPHONE AND OTHER UTILITY REQUIREMENTS:
    THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY. ANY QUESTIONS CONCERNING DETAILS OF THEIR INSTALLATION SHOULD BE REFERRED TO THE COMPANY CONCERNED.

16. OWNERSHIP:
    DEVELOPER IS TO DEED TO THE EDISON COMPANY ALL STRUCTURES SHOWN HEREON EXCEPT THOSE SHOWN AS CUSTOMER OWNED.

17. WARRANTY:
    APPLICANTS EXPRESSLY REPRESENT AND WARRANT THAT ALL WORK PERFORMED AND ALL MATERIAL USED IN MEETING APPLICANTS' OBLIGATIONS HEREIN ARE FREE FROM DEFECTS IN WORKMANSHIP AND ARE IN CONFORMITY WITH SOUTHERN CALIFORNIA EDISON COMPANY'S REQUIREMENTS. THIS WARRANTY SHALL COMMENCE UPON RECEIPT BY APPLICANTS OF COMPANY'S FINAL ACCEPTANCE AND SHALL EXPIRE ONE YEAR FROM THAT DATE. APPLICANTS AGREE TO PROMPTLY CORRECT TO THE COMPANY'S SATISFACTION ANY BREACH OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION AND AT APPLICANT'S EXPENSE. ANY BREACH OF THIS WARRANTY WHICH MAY BECOME APPARENT THROUGH INSPECTION OR OPERATION OF UNDERGROUND ELECTRIC SYSTEM BY COMPANY DURING THIS WARRANTY PERIOD.

18. INSPECTION:
    INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF INTENT TO START CONSTRUCTION IS REQUIRED FROM THE CONTRACTOR TO THE SOUTHERN CALIFORNIA EDISON COMPANY. STANDARDS OF EDISON CONSTRUCTION REQUIREMENTS ARE AVAILABLE UPON REQUEST.

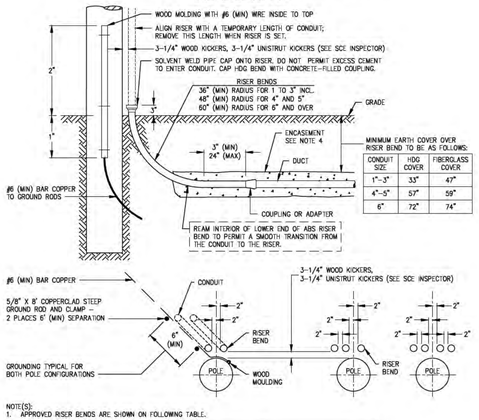
DUCT AND STRUCTURE INSPECTOR: JORGE CORTEZ PHONE: 626-419-3625

CABLING CONSTRUCTION COORDINATOR: PHONE:

D05: 03/22/24

FINAL DESIGN
APPROVED FOR CONSTRUCTION

POLE RISER BEND FOR RISER ON KICK BLOCKS
SEE UGS CD 161



NOTE(S):
1. APPROVED RISER BENDS ARE SHOWN ON FOLLOWING TABLE.

	MATERIAL	SIZE							
		1"	1-1/2"	2"	2-1/2"	3"	4"	5"	6"
FOR REFERENCE ONLY →	ABS	–	–	–	X	X	X	X	–
	FIBERGLASS	–	–	–	–	X	X	X	X*
	HDG	X	X	X	X	X	X	X	X

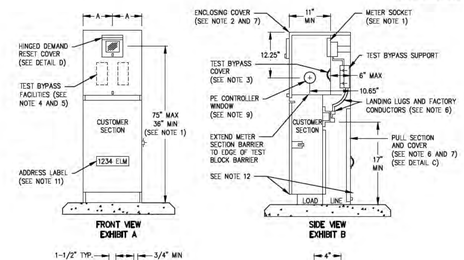
* NOTE: SIX-INCH HDG OR FIBERGLASS RISER BEND WILL BE USED SPECIFIED ON THE WORKING DRAWING. SEE AC 702 FOR GROUNDING HDG RISER BENDS.

2. THE TOP AND BOTTOM OF 3", 4", 5" OR 6" FIBERGLASS BENDS ARE FURNISHED WITH PERMANENTLY ATTACHED PVC COUPLINGS. ALSO INCLUDED IS A 6" LONG 3", 4", 5" OR 6" SCHEDULE 80 PVC STUB-UP, SOLVENT WELDED INTO THE TOP COUPLING. SEE UGS CD 166 FOR FIBERGLASS RISER BEND MATERIAL INFORMATION AND SUPPLIERS.
3. TWO GROUND RODS ARE REQUIRED AT ALL PRIMARY RISER POLES. DRIVE RODS IN TRENCH BOTTOM WITH 6' MINIMUM SEPARATION IN UNDISTURBED EARTH. LEAVE THE ROD TOPS 3" ABOVE THE TRENCH BOTTOM AND ATTACH CONTINUOUS GROUND WIRE WITH CLAMPS. EXTEND WIRE TO INDICATED LOCATION ON POLE AND STUB UP 2' ABOVE GRADE IN WOOD MOULDING. ALL GROUNDING MATERIALS FURNISHED BY THE CONTRACTOR. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIALS.
4. ENCASEMENT REQUIRED ONLY WHEN CALLED OUT ON WORKING DRAWING.
5. SCHEDULE 80 PVC BENDS MAY BE SUBSTITUTED FOR FIBERGLASS BENDS FOR STRAIGHT RUNS OF 150' OR LESS IN CONDUIT SIZES 4" AND UNDER.

D78A: 03/22/24

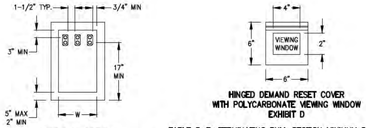
NON-RESIDENTIAL SERVICE PEDESTALS 0-200A, 0-600V
SEE ESR 3 (FIGURE 3-27)

FUSERC NO. 308



FRONT VIEW
EXHIBIT A

SIDE VIEW
EXHIBIT B



WIRE PULL SECTION
EXHIBIT C

HINGED DEMAND RESET COVER WITH POLYCARBONATE VIEWING WINDOW
EXHIBIT D

TABLE 3-7: TERMINATING PULL SECTION MINIMUM DIMENSIONS

SERVICE:	W* (IN)	A* (IN)	
1 PHASE	10-1/2	10	* SEE NOTE 6.
3 PHASE	12-1/2		* SEE NOTE 2.

NOTE(S):
1. THE METER SOCKET SHALL BE RIGIDLY MOUNTED ON A SUPPORT, ATTACHED TO THE METER PANEL, AND PROVIDED WITH A SEALING RING. RINGLESS SOCKETS ARE NOT ACCEPTABLE. METER HEIGHT IS MEASURED FROM THE CENTER OF THE METER SOCKET.
2. THE METER SOCKET SHALL BE ENCLOSED AND THE ENCLOSING COVER SHALL BE AS FOLLOWS:
   - HINGED TO ALLOW THE TOP AND FRONT TO BE ROTATED BACK AS ONE UNIT TO EXPOSE THE METERING COMPARTMENT. THE "A" DIMENSION APPLIES WHEN THE METERING COMPARTMENT SIDE PANELS ARE FOLD AND OBSTRUCT THE METER SIDE CLEARANCE. THE LIFTING FORCE REQUIRED TO OPEN THE COVER SHALL NOT EXCEED 25 POUNDS.
   - EQUIPPED WITH A LIFTING HANDLE.
   - PROVIDED WITH A DEMAND RESET COVER WITH A VIEWING WINDOW (SEE EXHIBIT D). THE RESET COVER SHALL BE SEALABLE AND LOCKABLE WITH A PADLOCK HAVING A 5/16-INCH LOOKSHAFT.
3. TEST-BYPASS COMPARTMENT COVERS SHALL BE SEALABLE AND FITTED WITH A LIFTING HANDLE; COVERS EXCEEDING 16 INCHES IN WIDTH SHALL REQUIRE TWO LIFTING HANDLES.
4. TEST-BYPASS BLOCKS WITH RIGID BARRIERS SHALL BE FURNISHED, INSTALLED, AND WIRED OR BUSSED TO THE METER SOCKET BY THE MANUFACTURER. CONNECTION SEQUENCES SHALL BE LINE-LOAD FROM LEFT TO RIGHT AND CLEARLY IDENTIFIED BY 3/4-INCH MINIMUM BLOCK LETTER LABELING. SEE ESR-5 FOR TEST-BYPASS BLOCK DETAILS.
5. TEST-BYPASS SHALL BE INSTALLED WITH THE FOLLOWING CLEARANCES:
   - THREE INCHES OF VERTICAL CLEARANCE FROM THE UPPER TEST CONNECTOR STUD TO THE UPPER COMPARTMENT ACCESS OPENING AND 3 INCHES FROM THE CENTER OF THE CABLE TERMINAL SCREW TO THE LOWER COMPARTMENT ACCESS OPENING.
   - ONE AND ONE-HALF INCHES OF SIDE CLEARANCE FROM THE RIGID INSULATING BARRIERS TO THE COMPARTMENT SIDES AND ONE INCH TO THE COMPARTMENT ACCESS OPENINGS.
6. THE TERMINATING PULL SECTION REQUIREMENTS ARE AS FOLLOWS:
   - COMPLY WITH THE MINIMUM DIMENSIONS SHOWN IN TABLE 3-7 (THE "W" DIMENSION IS MEASURED BETWEEN THE ACCESS OPENING RETURN FLANGES), ACCEPT A MINIMUM THREE-INCH CONDUIT, AND THE COVER SHALL BE EQUIPPED WITH A LIFTING HANDLE.
   - BE EQUIPPED WITH ALUMINUM-BODIED, PRESSURE-TYPE LUGS, WITH A RANGE OF #6 AWG THROUGHOUT 250 KCMIL, FOR TERMINATION OF THE SERVICE CONDUCTORS. INSULATED CABLE OR BUS SHALL BE INSTALLED BETWEEN THE TERMINATION LUGS AND THE TEST-BYPASS FACILITIES.
   - HAVE A PROTECTIVE METALLIC BARRIER (16-GAUGE MINIMUM) BETWEEN THE PULL SECTION AND THE CUSTOMER DISTRIBUTION SECTION. THERE SHALL BE A 1/4-INCH MINIMUM CLEARANCE BETWEEN THE CUSTOMER SECTION WALL AND THE BARRIER TO PREVENT SCREWS AND BOLTS FROM PROTRUDING INTO THE PULL SECTION.
7. COMPARTMENT COVERS (FOR EXAMPLE, METER COVER, DEMAND RESET COVER, AND PULL SECTION) SHALL BE SEALABLE AND LOCKABLE WITH A PADLOCK HAVING A 5/16-INCH LOOKSHAFT.
8. INTERNAL EQUIPMENT ATTACHED TO THE OUTER WALLS OF THE ENCLOSURE SHALL BE SECURED IN PLACE WITH DEVICES THAT MAY NOT BE LOOSENED FROM THE OUTSIDE. SCREWS OR BOLTS REQUIRING SPECIAL TOOLS FOR INSTALLATION OR REMOVAL ARE NOT ACCEPTABLE.
9. PEDESTALS SERVING BOTH METERED AND UNMETERED LOADS, FOR INSTANCE, TRAFFIC SIGNALS AND STREET LIGHTING, MUST HAVE LANDING LUGS, WITH CUSTOMER WIRE FROM LUGS-TO-BYPASSES (METERED LOAD) AND FROM LUGS-TO-BREAKERS (UNMETERED LOADS). A PHOTOELECTRIC (PE) RECEPTACLE SHALL BE REQUIRED IN THE METER/TEST BYPASS COMPARTMENT FOR THE UNMETERED SERVICE. COMPANY WILL FURNISH AND INSTALL PE CONTROLLER FOR UNMETERED SERVICE.
10. PEDESTAL SHALL BE STRUCTURALLY SUPPORTED WITH ANCHORS ON A CONCRETE PAD.
11. LABELING SHALL CONSIST OF MACHINE-ENGRAVED LAMINATED PHENOLIC (OR EQUIVALENT) PLACARD. THE PLACARD SHALL HAVE ONE-QUARTER OF AN INCH BLACK LETTERS/NUMBERS ON WHITE-COLORED MATERIAL WHICH IS READILY VISIBLE AND MECHANICALLY ATTACHED ON THE EXTERIOR FRONT OF THE PEDESTAL'S METER DOOR PANEL.
12. A 36-INCH FLAT CONCRETE WORKING SPACE WITH A 2% MAXIMUM GRADE IS REQUIRED AT THE METER SECTION AND THE UTILITY/PULL SECTION OF THE PEDESTAL. TRAFFIC LANES SHALL NOT BE CONSIDERED PART OF THE WORKING SPACE. CONTACT SCE PERSONNEL/INSPECTOR PRIOR TO INSTALLATION.

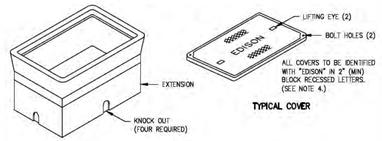
D155: 03/22/24

T.L.M. DATA: 1789220E	SIZE	KVA	CUST	% LOAD
EXIST.	37.5	23	6	61 %
PROP.	37.5	26.5	7	70 %

VOLTAGE DROP: –
FLICKER FACTOR: –
PRI. CIRCUIT: CATFISH 12KV

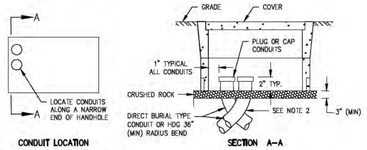
D27: 03/22/24

TYPICAL HANDHOLE INSTALLATION
SEE UGS HP 205



TYPICAL ASSEMBLY (WITHOUT COVER)

TYPICAL COVER



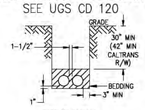
CONDUIT LOCATION

SECTION A-A

NOTE(S):
1. SEE HP 200 FOR DIMENSIONS OF VARIOUS SIZE HANDHOLES AVAILABLE.
2. RADIUS ANGLE MAY BE REDUCED TO LESS THAN 90° PROVIDING THE PROJECTED CENTER LINE OF THE CONDUIT CLEARS HANDHOLE OPENING.
3. TWO HOLD DOWN DEVICES TO BE SUPPLIED WITH EACH HANDHOLE.
4. COVER SHALL BE IDENTIFIED WITH "EDISON" IN MINIMUM 2-INCH LETTERS OR LABELS PERMANENTLY SECURED TO THE LID.
5. FOR MAINTENANCE ON 10-1/2" X 17" CONCRETE HANDHOLES USE SWINGBOLT WITH SAP 10204721.

D75: 03/22/24

TYPICAL CONDUIT BANK SECTION
SEE UGS CD 120



DIRECT BURIAL

D720: 12/12/24

WARNING
THE EXCAVATOR MUST TAKE ALL STEPS NECESSARY TO AVOID CONTACT WITH UNDERGROUND FACILITIES WHICH MAY RESULT IN INJURY TO PERSONS OR DAMAGE TO FACILITIES IN THE AREA. THE INDICATED LOCATIONS OF EDISON UNDERGROUND FACILITIES, AS PROVIDED, ARE BELIEVED TO BE ACCURATE, HOWEVER, THE FINAL DETERMINATION OF EXACT LOCATIONS AND THE COST OF REPAIR TO DAMAGED FACILITIES IS THE RESPONSIBILITY OF THE EXCAVATOR.

D13: 03/22/24

NOTE:
ALL ELECTRICAL DUCTS AND STRUCTURES WILL CONFORM TO GENERAL ORDER #128 (RULES FOR CONSTRUCTION OF UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION PRESCRIBED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, JANUARY 2006).

D06: 03/22/24

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG

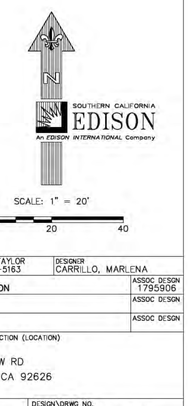
D16: 03/22/24

PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	N
PWRD 88 REQUIRED UG	N
CIVIL ONLY WORK ORDER	N
PERMIT REQUIRED	Y
PERMIT TYPE: ENCROACHMENT	
OUTAGE REQUIRED	N
OUTAGE DATE: N/A TIME: N/A	
TRAFFIC CONTROL REQUIRED	Y
PED. TRAFFIC CONTROL REQ'D	N
CONVEYANCE LETTER REQ'D	N
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED	N
CSD 140 (TLM) REQ'D	N
CIRCUIT MAP CHANGE REQ'D (TD 203)	N
DIG ALERT APP	N
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	☐
UTILIQUEST NOTIFIED	☐
FAA MARKING REQ'D	N
FAA TYPE: N/A	
ACTUAL COST WORK ORDER	Y
STANDARD ADHERENCE: 1 Q/ 2025	Y

D124: 12/12/24

NOTES:
TRUCK ACCESS OK

JOB DESCRIPTION:
SCE TO ADD NEW RISER TO POLE, PULL SECONDARY FROM POLE TO HH220A AND SECONDARY FROM HH220A TO HH220B, PULL SERVICE FROM HH220B TO SERVICE PEDESTAL FOR TRAFFIC SIGNAL AND SET METER CUSTOMER TO INSTALL BOTH HH AND SERVICE PEDESTAL.



DISTRICT: 33 – HUNTINGTON BEACH		PROJ. MGR.: N/A PHONE:		PLANNER: ELLIOTT, TAYLOR PHONE: 626-302-5163		DESIGNER: CARRILLO, MARLENA
PROJECT NO.: 29744-7	SERVICE REQUEST: 3655385	MSR NO.: (SEE MAP)	PRODUCT-1: 2346355-LINE EXTENSION			ASSOC DESGN: 1795906
CIRCUIT / VOLTAGE: CATFISH 12KV		GPS: N/A	PRODUCT-2			ASSOC DESGN
CIRCUIT / PID NO.: BAYSIDE / C1		CIRCUIT CODE: 03166	PRODUCT-3			ASSOC DESGN
INVENTORY MAP: 34-12D		J.P.A. NO.: N/A	PROPOSED CONSTRUCTION (LOCATION): LINE EXT 2375 FAIRVIEW RD COSTA MESA CA 92626			
F	2/3/25	VERGARA	ELLIOT	CARRILLO	25163	
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	
Southern California Edison Company					SHEET: 1 of 1	DESIGN/DRWG NO.: 1795906_0.01

FILE NAME: 1795906_JOB DWG SAVE DATE: 2/6/2025 2:21 PM SAVED BY: CARROLLM

CITY OF COSTA MESA

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

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: **MAY 1, 2025**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **FAIRVIEW ROAD IMPROVEMENT PROJECT (FAIR DR. TO NEWPORT BLVD.), STATE FUNDED PROJECT NO. CRASL-5312 (106), CITY PROJECT NO. 25-10 - ADDENDUM NO. 1**

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to *janet.zuazo@costamesaca.gov*. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

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

BID OPENING DATE: **CHANGED TO WEDNESDAY, MAY 7, 2025**

BID OPENING TIME: **NO CHANGE, 4:00 P.M.**

BID OPENING PLACE: **NO CHANGE**

BID OPENING DATE:

The bid opening date has been postponed to **Wednesday, May 7, 2025 at 4:00 p.m.**

THE PRE-BID RFI LOG:

Addresses RFI(s) to date. The RFI Log with both the RFI questions and responses are included in this addendum as **Attachment No. 1**.

ORANGE COUNTY SANITATION DISTRICT MANHOLE COVER TO GRADE ADJUSTMENTS:

Orange County Sanitation District (OCSD) manholes shall be adjusted in accordance with OCSD Standards. There are two bid items in the bid schedule for OCSD manhole adjustments: Bid Item 29A and Bid Item 29B. Prior to the start of the utility work, the Contractor shall meet with an OCSD representative to verify the locations of all OCSD manholes and confirm the required adjustment methods.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to

all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail to *janet.zuazo@costamesaca.gov*.

Sincerely,

Irina Gurovich
Associate Engineer

Attachment No. 1 - RFI Log with Questions and Responses

No.	Question	Response
1	Will groundwater be encountered?	Contractor should anticipate encountering groundwater approximately 6 feet below the finished surface.
2	Please confirm the measurement and payment for the Crack Repair scope.	Crack seal is not included in the scope of work.
3	Under which line item(s) will the 4" stamped median and 6" curbs for the median islands be paid?	Bid Item #22 - Measurement and payment to Construct PCC Islands & Median Cut Through over 6" CMB including 4" stamped concrete over 4" of sand, and truncated domes, shall be per the Square Foot (SF). Unit prices shall include sub-grade preparation, forms, metal hand railings, restoring form areas, temporary AC pavement, and all other work as required to complete the work. All proposed curbs are part of the PCC Islands & Median Cut Through quantity. No additional compensation will be allowed.
4	Bid Item #8 specifies 800 tons of CMB, but Bid Items #9–13 also mention base. Should base be included in those bid items or only in #8?	Bid Items 9, 10, 11, 12, 13, 21, 22, & 23 include CMB in their bid items and are not included in Bid Item #8 CMB.
5	Has a geotechnical report been completed?	No geotechnical report is available.
6	How will AC slot patching adjacent to curb ramps and curb and gutter be paid?	Slot patching is included in the respective bid items: Bid Item #12 (as specified in Section 303-5.1.1(a) ADA Access Ramp Section), Bid Item #10 (2' slot patch), Bid Item #13 (2' slot patch), and Bid Item #23 (3' slot patch). At certain locations, the Engineer may direct that slot patching not be installed. In such cases, a credit for the omitted slot patch installation will be issued to the City accordingly.
7	Will the City pay all required project permits fees?	Yes.
8	Will the City provide compaction testing services?	The City will cover initial soil compaction. Retesting due to failure will be at the Contractor's expense. Contractor must comply with City's Quality Assurance Program.
9	Is a temporary office required?	No.
10	Will a laydown or staging area be available?	If needed, the Contractor shall coordinate with the City or other applicable entities to secure a staging area. Monthly rental fees may apply.
11	Does this project require phasing?	Refer to Special Provision of Project Specifications.
12	Plans note some utility adjustments by others. Will the Contractor need to coordinate?	The Deposition Note pertains to utility companies that have elected to self-perform the adjustment of their manholes and valves. The Contractor shall coordinate directly with the responsible agencies. Full compensation for utility locating, notifications, coordination, and scheduling of utility work performed by others shall be included in the contract unit prices for the utility items of work. No additional compensation will be provided.

No.	Question	Response
13	What are the standard working hours (Monday–Friday)?	Refer to the General Provisions of Project Specifications.
14	Is night work required?	No, but if proposed, night or weekend work must be approved by the City at least five (5) working days in advance.
15	Plan Sheet S-2.0 shows construction note #23 which calls for removing existing striping and restriping per the Striping Plan. Please confirm this area is excluded from cold mill and constructing a new 2" AC surface course (notes #9 and #11).	Yes, this area is excluded from cold mill.
16	Please confirm that all sleeves under hardscape are existing.	Existing sleeves should be reused; new installations require new sleeves.
17	Are the irrigation components (controllers, POC valves, flow sensors, backflows) to be reused?	Irrigation controllers are existing and to be reused. All the other components are new.
18	Is a Caltrans encroachment permit required?	No Caltrans permit is required.
19	Fairview Road Rehabilitation Drawings S2.0 -S4.0: Please provide clarification regarding what bid item construction note # 22 Adjust Crosswalk Push Button to 42" from New Finish Grade, be allocated to.	Included in scope of Bid Item #26.
20	Fairview Road Rehabilitation Drawings S2.0 -S4.0: Please provide clarification regarding what bid item construction note # 4 Adjust Pull Boxes to Grade will be allocated to.	Included in the scope of Bid Item #12.
21	Where are the pull boxes for Bid Item #16 located?	This bid item accounts for any pull boxes that are identified as damaged or needing to be replaced during construction. They are identified on the plan sheets.
22	Edison Service Conduit Plan Sheet 2346355-Line Extension scope: Please provide confirmation which bid item will this work be allocated to?	Included in Bid Item #25 (Furnish and Install Pedestrian Hybrid Beacon).
23	Where are loop detectors for Bid Item #24 located?	Loops are to be installed on SB Fairview Rd. at the intersection of Newport Blvd. as specified in the technical special provisions.
24	Bid Item# 26 - Specs pg. SP-93 - Will the supplier be providing a quote for the Temporary Cabinet & Cobalt needed while the existing cabinet is being modified at Fairview & Wilson? Or will the contractor Furnish & install the temporary cabinet & Cobalt? Will the contactor be furnishing the (4) Additional Load Switch Sockets needed for the existing cab mods? Its unclear if the Contractor is furnishing these items or the supplier.	The Contractor is responsible for furnishing and installing the temporary cabinet, cobalt, and additional load switch sockets.

No.	Question	Response
25	Bid Item# 25: Furnish and Install Pedestrian Hybrid Beacon Hawk Signal. Please provide clarification the plans call for Econolite controller cabinet and components. The bid item calls for Hawk Signal items and components. Can you please provide a list of items and what manufacture is to be quoted.	Refer to the technical special provision.
26	Is an original hard copy of the Bidder's Bond required to be submitted to the agency's office by/before the bid due date and time?	Each bidder must submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk PRIOR to the bid submission deadline.
27	Please confirm that no Mandatory Pre-Bid Meeting will be held.	There will be no mandatory pre-bid meeting for this project.
28	Is this project subject to State Prevailing Wage Rates OR Federal Davis-Bacon Wage Rates (or both)?	This project is subject to State prevailing wage requirement.
29	Please confirm whether this project is subject to a PLA (Project Labor Agreement), a PSA (Project Stabilization Agreement), a CBA (Collective Bargaining Agreement), a CWA (Community Workforce Agreement), or anything of that nature?	This project is not subject to any labor-related agreements.
30	Please advise if there is a DBE goal or good faith efforts for this project?	There is no DBE participation goal established for this project, and good faith effort documentation is not required with the submittal.
31	Must line item prices be entered through PlanetBids and also written on the bid form and uploaded?	The line items (bid items) must be entered in PlanetBids through their respective line items and must also be written on the bid form and uploaded to PlanetBids.

CITY OF COSTA MESA

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

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: **MAY 2, 2025**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **FAIRVIEW ROAD IMPROVEMENT PROJECT (FAIR DR. TO NEWPORT BLVD.), STATE FUNDED PROJECT NO. CRASL-5312 (106), CITY PROJECT NO. 25-10 - ADDENDUM NO. 2**

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to *janet.zuazo@costamesaca.gov*. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

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

BID OPENING DATE: **NO CHANGE, WEDNESDAY, MAY 7, 2025**

BID OPENING TIME: **NO CHANGE, 4:00 P.M.**

BID OPENING PLACE: **NO CHANGE**

REVISIONS TO PLANS - Planting Plans MP-1.0 – MP-4.0, Plant Schedule:

The shrub quantities in the Plant Schedule have been revised as follows:

- **Carissa 'Green Carpet' / Natal Plum**: increased from **1,100** to **1,200** each
- **Dianella revoluta 'Little Rev' / Little Rev Flax Lily**: decreased from **110** to **80** each
- **Liriope muscari 'Big Blue' / Lily Turf**: decreased from **2,200** to **650** each

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail to *Anna.Baca@costamesaca.gov*.

Sincerely,

Irina Gurovich

Irina Gurovich
Associate Engineer

CITY OF COSTA MESA

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

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: **MAY 2, 2025**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **FAIRVIEW ROAD IMPROVEMENT PROJECT (FAIR DR. TO NEWPORT BLVD.), STATE FUNDED PROJECT NO. CRASL-5312 (106), CITY PROJECT NO. 25-10 - ADDENDUM NO. 3**

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to janet.zuazo@costamesaca.gov. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

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

BID OPENING DATE: **NO CHANGE, WEDNESDAY, MAY 7, 2025**

BID OPENING TIME: **NO CHANGE, 4:00 P.M.**

BID OPENING PLACE: **NO CHANGE**

REVISIONS TO PLANS - Planting Plans MP-1.0 – MP-4.0, Plant Schedule:

The shrub quantities in the Plant Schedule have been revised as follows:

- **Carissa 'Green Carpet' / Natal Plum**: increased from **1,100** to **1,200** each
- **Dianella revoluta 'Little Rev' / Little Rev Flax Lily**: decreased from **110** to **90** each
- **Liriope muscari 'Big Blue' / Lily Turf**: decreased from **2,200** to **1,400** each

The quantities provided in this addendum, as well as those listed in the Plant Schedule, are approximate. The contractor is responsible for verifying all plant quantities with the Engineer prior to ordering. Payment will be based on the actual number of plants installed.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail to Anna.Baca@costamesaca.gov.

Sincerely,

Irina Gurovich

Irina Gurovich
Associate Engineer

EXHIBIT B

BID PACKAGE

CITY OF COSTA MESA

ORANGE COUNTY, CALIFORNIA

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

FAIRVIEW ROAD IMPROVEMENT PROJECT
(FROM FAIR DRIVE TO NEWPORT BOULEVARD)

CITY PROJECT NO. 25-10
STATE PROJECT NO. CRASL-5312(106)

Prepared Under the Direction of

S. Yang

Seung Yang, P.E.

City Engineer

Copy No. _____ Checked by _____

SECTION C

PROPOSAL

FOR THE

FAIRVIEW ROAD IMPROVEMENT PROJECT (FAIR DRIVE TO NEWPORT BLVD.), CITY PROJECT NO. 25-10 STATE FUNDED PROJECT NO. CRASL-5312(106)

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **FAIRVIEW ROAD IMPROVEMENT PROJECT (FAIR DRIVE TO NEWPORT BOULEVARD), STATE FUNDED PROJECT NO. CRASL – 5312 (106), CITY PROJECT NO. 25-10,** 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 NINETY - FIVE (95) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

Bidder's Initials

BID SCHEDULE PROPOSAL

ITEM #	BID ITEM DECRIPTION	APPROX. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization (5% Maximum)	1	L.S.	$ 100,000	$ 100,000
2*	Additional Work Items	1	F.A.	$150,000	$150,000
3	Preparation And Implementation Of Erosion Control And Best Management Practice	1	L.S.	$ 30,000	$ 30,000
4	Unclassified Excavation (Fill)	400	C.Y.	$ 250.00	$ 100,000
5	Variable Cold Mill 2-inches	325,000	S.F.	$ 0.38	$ 123,500
6	Asphalt Concrete (AC) Pavement	400	TON	$ 250.00	$ 100,000
7	Asphalt Rubber Hot Mix (ARHM-G) Surface Course	4,100	TON	$ 135.00	$ 553,500
8	Construct Crushed Miscellaneous Base (CMB)	800	TON	$ 25.00	$ 20,000
9	Construct Variable Height Portland Cement Concrete (PCC) Curb 0-inches to 8-inches over 6-inch Crushed Miscellaneous Base (CMB)	100	L.F.	$ 90.00	$ 9,000
10	Construct 8-inch Portland Cement Concrete (PCC) Curb & Gutter over 6-inch Crushed Miscellaneous Base (CMB)	100	L.F.	$ 125.00	$ 12,500
11	Construct 4-inch Portland Cement Concrete (PCC) Sidewalk over 4-inch Crushed Miscellaneous Base (CMB)	1,400	S.F.	$ 22.00	$ 30,800
12	Construct 4-inch Portland Cement Concrete (PCC) Curb Ramp over 4-inch Crushed Miscellaneous Base (CMB) including "Federal Yellow" Truncated Domes	4,800	S.F.	$ 30.00	$ 144,000
13	Construct 6-inch Drive Approach over 6-inch Crushed Miscellaneous Base (CMB)	600	S.F.	$ 32.00	$ 19,200
14	Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor	10	EA	$ 1,000	$ 10,000
15	Traffic Signing, Striping, Pavement Legends & RPMs	1	L.S.	$ 80,000	$ 80,000
16	Furnish and Install Pull Boxes	10	EA	$ 1,200	$ 12,000
17	Temporary Traffic Control - Pedestrian Control, Construction Phasing/Staging, Public Convenience & Safety	1	L.S.	$ 249,300	$ 249,300
18	Median Clearing and Grubbing	1	L.S.	$ 40,000	$ 40,000
19**	Median Landscaping	1	L.S.	$ 125,000	$ 125,000
19A	Landscape Maintenance (90 days)	1	L.S.	$ 5,000	$ 5,000
20**	Median Irrigation	1	L.S.	$ 135,000	$ 135,000

Bidder's Initials

BID SCHEDULE PROPOSAL (Continued)

ITEM #	BID ITEM DECRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
21	Construct 9-inch Portland Cement Concrete (PCC) Bus Pad over 12-inch Crushed Miscellaneous Base (CMB)	2,000	S.F.	$ 40.00	$ 80,000
22	Construct Portland Cement Concrete (PCC) Bus Boarding Islands and Portland Cement Concrete (PCC) Median Cut-Through	3,000	S.F.	$ 30.00	$ 90,000
23	Construct 8-inch Portland Cement Concrete (PCC) Spandrel over 8-inch Crushed Miscellaneous Base (CMB)	600	S.F.	$ 40.00	$ 24,000
24	Furnish and Install Traffic Loops	5	EA	$ 800.00	$ 4,000
25**	Furnish and Install Pedestrian Hybrid Beacon (HAWK Signal) as Shown on Plans.	1	L.S.	$ 200,000	$ 200,000
26**	Perform Traffic Signal Modification (at Fairview Rd. & Wilson St.)	1	L.S.	$ 100,000	$ 100,000
27	Furnish and Install White Flexible K-71 Posts	200	EA	$ 305.00	$ 61,000
28	Furnish and Install Green Preformed Thermoplastic Markings	11,500	S.F.	$ 9.00	$ 103,500
29A	Adjust Orange County Sanitation District (OCSD) PVC Lined Manhole Covers to Grade	9	EA	$ 4,500	$ 40,500
29B	Adjust Orange County Sanitation District (OCSD) Unlined Manhole Covers to Grade	16	EA	$ 2,500	$ 40,000
30	Adjust Costa Mesa Sanitation District (CMSD) Manhole Covers to Grade	6	EA	$ 2,500	$ 15,000
31	Adjust Storm Drain Manhole Frame & Cover to Grade	12	EA	$ 1,400	$ 16,800
32	Adjust Utility and Water Valves to Grade	26	EA	$ 1,400	$ 36,400
	TOTAL BID PROPOSAL FIGURES:				$ 2,860,000.00

TOTAL BID PROPOSAL (Words):

Two million, eight hundred sixty thousand dollars.

Bidder's Initials

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. **(*)** Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
4. (**) Schedule of Values shall be submitted before 4:00 PM of the 5th business day following the bid opening. Price includes the indirect cost and markup.
5. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
6. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
   The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.
7. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).

_____
Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

(Please Type or Print)

Total Amount for Base Bid (in written words) Two million, eight hundred sixty thousand dollars ($ 2,860,000.00)
in figures

Contractor's Lawful Name: Hardy & Harper, Inc.

Bidder's Name: [redacted] Bidder's Initials: [redacted]
Michael Amundson, Vice President Michael Amundson, Vice President

Contractor's License No. 215952 Expiration: 12/31/2025

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

Contractor's DIR Registration Number: [redacted]

Signature: [signature]
Michael Amundson, Vice President
Date: April 2, 2025

Contractor's Address: 32 Rancho Circle, Lake Forest, CA 92630

Telephone Number: (714) 444-1851 Mobile No.: (714) 444-1851

Fax Number: (714) 444-2801 E-mail: mamundson@hardyandharper.com

24-Hour Emergency Contacts:

Dennis Beyle
Name
Telephone Number: (714) 444-1851
Mobile No.: (714) 412-1385

Michael Amundson
Name
Telephone No.: (714) 444-1851
Mobile No.: ( )

Name
Telephone No.: ( )
Mobile No.: ( )

[signature]
Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

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

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

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

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

Bidder's Initials

Respectfully Submitted,

Hardy & Harper, Inc.
Contractor's Business Name

32 Rancho Circle
Business Address: Street

Lake Forest, CA 92630
City State Zip

714-444-1851
Business Phone Number

Michael Amundson, Vice President
Name Title

Lake Forest, CA 92630
City State Zip

Michael Amundson, Vice President
Title

[redacted]
Signed By Title

215952 A, C-8 & C12 12/31/2025
Contractor's License No. and Classification Exp. Date

April 2, 2025
Date

32 Rancho Circle
Residence: Street

714-444-1851
Residence phone Number

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

☒ Corporation Taxpayer I.D. Number: 95-2251022

	Can Sign	Must Sign
Name Dan T. Maas, President	☒	☐
Name Michael Amundson, Vice President	☒	☐
Name Kristen Paulino, Corporate Secretary	☒	☐

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

☐ Partnership or Joint Ventures Taxpayer I.D. Number: N/A

Name N/A

Address N/A

Name N/A

Address N/A

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.

Dan T. Maas	President
Michael Amundson	Vice President
Tanner Hambright	Vice President
Kristen Paulino	Corporate Secretary

Bidder's Initials

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

Addendum No.	Date Received	Bidder's Signature
1	5/1/2025	[redacted]
2	5/2/2025	
3	5/2/2025	

CONSTRUCTION PROJECT REFERENCES

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

Date Project Awarded	Awarding Agency	Agency's Contract Administrator Contact Information
Please see attached.		

Bidder's Initials

Hardy & Harper, Inc. Current Construction Projects

OWNER/AGENCY	PROJECT NAME	CONTRACT AMOUNT	APPROXIMATE COMPLETION DATE
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Pavement Rehabilitation for Various Local Streets (CDBG FY 23-24)	$2,738,000.00	May 2025
City of Montebello 1600 W Beverly Blvd. Montebello, CA 90640	SB1 and Annual Year 1 Street Improvement Project	$2,926,000.00	April 2025
City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234	2024-2025 City Street Pavement Reconstruction Projects	$1,432,000.00	March 2025
City of Bell Gardens 7100 Garfield Avenue Bell Gardens, CA 90201	Eastern Avenue Improvements Project	$1,278,900.00	February 2025
City of Highland 27215 Base Line Highland, CA 92346	Greenspot Road Median and Street Improvements	$951,000.00	February 2025
City of Indian Wells 44950 Eldorado Dr. Indian Wells, CA 92210	Local Roads Improvement - Phases 2,3,4	$1,460,000.00	February 2025
City of Eastvale 12636 Limonite Avenue Eastvale, CA 91752	2024 Median Improvement Project	$1,650,000.00	February 2025
City of Burbank 301 East Olive Avenue Burbank, CA 91502	2022-2023 Annual Arterial Pavement Rehabilitation Project	$1,930,000.00	May 2025
City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653	Arterial Pavement Rehabilitation Project & Curb Ramp Replacement Project	$5,565,584.00	March 2025
County of Riverside 3525 14th Street Riverside, CA 92501	Indiana Ave Resurfacing & Grant Street and Harlow Ave Resurfacing Project	$3,185,000.00	February 2025
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	2023-2024 CDBG Glen Avon Area Pavement Rehab & 2024-2025 CDBG Rubidoux Area Pavement Rehab	$1,197,920.00	January 2025
City of Hawaiian Gardens 21815 Pioneer Blvd Hawaiian Gardens, CA 90716	Carson Street Beautification (Phase II), Project 108	$4,480,000.00	February 2025

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehabilitation on Mount Vernon Avenue Contract Amount: $693,000.00 Completion Date: December 2024
City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832	Melissa Rendon (714) 738-6886 melissa.rendon@cityoffullerton.org	Las Palmas Area Street Rehabilitation Contract Amount: $2,585,000.00 Completion Date: October 2024
County of Riverside 3525 14th Street Riverside, CA 92501	Joel Jimenez (951) 955-1537 jrjimenez@rivco.org	Dillon Road Resurfacing and Bubbling Wells Resurfacing Contract Amount: $3,200,000.00 Completion Date: September 2024
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Salvador Munoz (714) 744-5547 smunoz@cityoforange.org	Annual Pavement Maintenance at Various Locations FY 23-24 Contract Amount: $3,850,000.00 Completion Date: August 2024
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Armando Baldizzone (760) 770-0340 abaldizzone@cathedralcity.gov	Panorama Neighborhood Pavement Reconstruction Contract Amount: $636,000.00 Completion Date: July 2024
City of Ontario 303 East "B" Street Ontario, CA 91764	Yesenia Lopez (909) 395-2103 ylopez@ontarioca.gov	2024 Spring Pavement Rehabilitation Project Contract Amount: $2,041,000.00 Completion Date: June 2024
City of Los Alamitos 3191 Katella Avenue Los Alamitos, CA 90720	Chris Kelley (562) 431-3538 ckelley@cityoflosalamitos.org	Bloomfield Street Improvement Project Contract Amount: $207,000.00 Completion Date: April 2024
City of Rancho Santa Margarita 22112 El Paseo Rancho Santa Margarita, CA 92688	Tri Nguyen (949) 635-1813 tnguyen@cityofrsm.org	Fy 23-24 Annual Residential Overlay Contract Amount: $829,425.00 Completion Date: March 2024
City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058	Lissette Melendez (323) 583-8811 lmelendez@cityofvernon.org	Gifford Ave, 48th, 49th & 50th Street Improvements Contract Amount: $792,000.00 Completion Date: March 2024
City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755	Davina Buenavista (310) 766-6985 dbuenavista@koacorp.com	Palm Drive Pavement Rehabilitation Project Contract Amount: $774,000.00 Completion Date: October 2023
City of Manhattan Beach 14000 Highland Avenue Manhattan Beach, CA 90266	Gilbert Ramos (310) 802-5353 gramos@manhattanbeach.gov	Cycle 2 Street Resurfacing Project Contract Amount: $3,110,000.00 Completion Date: September 2023
San Bernardino County 825 East 3rd Street San Bernardino, CA 92415	Larry White (909) 663-7599 lwhite@dpw.sbcounty.gov	Rain Shadow Road and Other Roads Contract Amount: $830,000.00 Completion Date: September 2023
City of El Segundo 350 Main Street El Segundo, CA 90245	Floriza Rivera (310) 524-2361 frivera@elsegundo.org	FY 23/24 Pavement Rehabilitation Project Contract Amount: $1,635,000.00 Completion Date: July 2023
City of La Cañada Flintridge 1 Civic Center Drive La Cañada Flintridge, CA 91011	Nasser Shoushtarian (818) 790-8882 nshoushtarian@lcf.ca.gov	2023 Citywide Street Resurfacing Program Contract Amount: $1,060,000.00 Completion Dat: June 2023
City of Palos Verdes Estates 340 Palos Verdes Drive West Palos Verdes Estates, CA 90274	Monica Pango (951) 475-3625 mpango@hrgreen.com	FY 21-22 Street Improvements Contract Amount: $1,138,000.00 Completion Date: May 2023
City of Norwalk 12700 Norwalk Blvd Norwalk, CA 90650	Delfino Consunji (714) 686-8911 dconsunji@oe-eng.com	Local Streets Rehabiliation CDBG FY 22-23 Contract Amount: $956,000.00 Completion Date: April 2023
City of San Gabriel 425 S. Mission Drive San Gabriel, CA 91776	Alam Mai (626) 308-2825 amai@sgch.org	CDBG Street Improvements Project FY 22/23 Contract Amount: $490,000.00 Completion Date: March 2023
City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832	Rafael Chavez (714) 932-7506 rafael.chavez@cityoffullerton.com	Residential Street Rehabilitation Contract Amount: $1,204,780.00 Completion Date: February 2023
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Quang Nguyen (951) 413-3159 quangn@moval.org	Pavement Rehab. for Various Local Streets CDBG FY 21/22 Contract Amount: $2,444,260.00 Completion Date: December 2022

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehab. On Barton Rd, Van Buren St & Vivienda Ave Contract Amount: $570,000.00 Completion Date: September 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutierr@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 1 Contract Amount: $2,875,000.00 Completion Date: June 2022
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Youichi Nakagawa (714) 744-5572 ynakagawa@cityoforange.org	Prospect & Spring Right Turn Lane Modification Project Contract Amount: $920,000.00 Completion Date: June 2022
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Manuel Fabian (818) 898-1243 mfabian@sfcity.org	Pico Street Improvement Project Contract Amount: $465,000.00 Completion Date: May 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutierr@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 10 Contract Amount: $2,355,000.00 Completion Date: April 2022
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Desiree Flores (951) 332-6464 dflores@jurupavalley.org	2021-22 CDBG Old Mira Loma Pavement Rehabilitation Project Contract Amount: $810,000.00 Completion Date: April 2022
City of Anaheim 200 S. Anaheim Blvd Anaheim, CA 92805	Lorenzo Rea (714) 765-6893 lrea@anaheim.net	Residential Street Improvement Project - Lotus & Torry, Group 13 Contract Amount: $5,806,000.00 Completion Date: March 2022
County of Riverside 3525 14th Street Riverside, CA 92501	Hector Davila (951) 955-6885 hedavila@rivco.org	Fisher Street Resurfacing Project Contract Amount: $785,560.00 Completion Date: February 2022
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Carl Hassel (909) 364-2817 chassel@chinohills.org	Village Center Drive Pavement Rehabilitation Project Contract Amount: $408,000.00 Completion Date: December 2021
Los Angeles County 900 S. Fremont Avenue Alhambra, CA 91803	Peter Sanque (661) 947-7173 psanque@pw.lacounty.gov	Pavement Reconstruction (Sustainable) North LA County Contract Amount: $1,873,929.57 Completion Date: November 2021
City of Loma Linda 25541 Barton Road Loma Linda, CA 92354	Jarb Thaipejr (909) 799-2800 jthaipejr@lomalinda-ca.gov	Pavement Rehab. on Barton Rd, Bryn Mawr & Orange Grove Contract Amount: $462,590.00 Completion Date: November 2021
City of Norco 2870 Clark Avenue Norco, CA 92860	Sam Nelson (951) 270-5607 snelson@ci.norco.ca.us	Sixth Street Widening Contract Amount: $785,000.00 Completion Date: September 2021
City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706	Luis Pimentel (626) 430-2259 lpimentel@irwindaleca.gov	2020-2021 Resurfacing Project Contract Amount: $544,311.93 Completion Date: May 2021
City of Brea 1 Civic Center Circle Brea, CA 92821	Steve Kooyman (530) 318-1066 skooyman@interwestgrp.com	Imperial Highway / Berry St. Intersection Improvements Contract Amount: $579,648.80 Completion Date: May 2021
City of Colton 650 N. La Cadena Drive Colton, CA 92324	Jess Sotto (909) 370-5551 jsotto@coltonca.gov	FY 20-21 Asphalt Paving Project Contract Amount: $2,695,493.64 Completion Date: May 2021
City of Burbank 301 E. Olive Avenue Burbank, CA 91502	Adam Salehi (818) 238-3946 asalehi@burbankca.gov	2020 Street Improvement Project Contract Amount: $1,253,099.98 Completion Date: April 2021
City of Oxnard 300 West Third Street Oxnard, CA 93030	Renee Hatcher (805) 385-8280 renee.hatcher@oxnarca.org	Thin Maintenance Overlay Project Phase II (Rebid 2) Contract Amount: $6,550,000.00 Completion Date: November 2020
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Michael Wolfe (951) 413-3100 purchasingdivision@moval.org	Citywide Pavement Rehabilitation Program FY 19-20 Contract Amount: $4,080,364.90 Completion Date: November 2020
City of Cypress 5275 Orange Avenue Cypress, CA 90630	Alex Bangean (714) 229-6740 abangean@cypressca.org	Arterial Rehabilitation Project 230 Contract Amount: $1,042,000.00 Completion Date: August 2020
City of Banning 99 East Ramsey Street Banning, CA 92220	Art Vela (951) 922-3130 avela@banningca.gov	Street Rehabilitation at Various Locations Contract Amount: $1,451,000.00 Completion Date: March 2020

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 with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

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

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

Bid Item (s) Number	*% Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
5	4%	All American Asphalt Corona, CA	267073	A, C12	1000001051
15, 27, 28	8%	BC Traffic Specialist Garden Grove, CA	877686	A, B, C31, C32, C61, D64, D38	D42, D64 1000407561
14	1%	Case Land Surveying, Inc. Orange, CA	LS411	LS	1000001533
25, 26	9%	Elecnor Belco Electric, Inc. Chino, CA	738518	A	1000004804
19, 20	9%	Marina Landscape Inc. Orange, CA	492862	A, B, C27, C29, C36, C61, D49	D59 1000000079
18	1%	V + E Tree Service Orange, CA	654506	C27	1000001936

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Hardy & Harper, Inc. Phone: 714-444-1851

Address: 32 Rancho Circle Fax: 714-444-2801

Lake Forest, CA 92630

Contact Person: Michael Amundson, Vice President No. of years in business: 79

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

Type of work/services/materials provided by firm? Asphalt Paving and Minor Concrete

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).

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Firm Name: All American Asphalt Phone: 951-736-7600

Address: 400 East Sixth Street Corona, CA 92879 Fax: 951-736-7646

Contact Person: Maurice Ramirez,Project Manager No. of years in business: 55

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

Type of work/services/materials provided by firm? Paving, Grading, Concrete, Grinding, Utility Adjustment, Slurry Seal Paving Fabric

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

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Firm Name: BC Traffic Specialist Phone: 714-493-5906

Address: 13261 Garden Grove Blvd. Fax: —

Garden Grove CA

Contact Person: Jason Lopez No. of years in business: 25

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

Type of work/services/materials provided by firm? Signing / Striping

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

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Firm Name: Case Land Surveying, Inc. Phone: 714-628-8948

Address: 614 N. Eckhoff Street Fax: 714-628-8905

Orange, CA 92868

Contact Person: Larry V. Case No. of years in business: 39

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

Type of work/services/materials provided by firm? Construction Staking, Monument Preservation

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

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Firm Name: ELECNOR BELCO ELECTRIC, INC. Phone: 909-993-5470

Address: 14320 ALBERS WAY Fax: 909-993-5476

CHINO, CA 91710

Contact Person: JOHN WONG No. of years in business: 28

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

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

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

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Firm Name: Marina Landscape, Inc Phone: 714-939-6600

Address: 3707 W. Garden Grove Blvd, Orange, CA 92868 Fax: 714-935-1199

Contact Person: Hue Ta - Vice President of Estimating No. of years in business: 52

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

Type of work/services/materials provided by firm? LANDSCAPE CONSTRUCTION, EROSION CONTROL, IRRIGATION, & MAINTENANCE

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

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Firm Name: V+E Tree Service, Inc Phone: 714-997-0903

Address: 2425 N. Batavia St Fax: 714-637-4070

Orange, Ca 92865

Contact Person: John Layton No. of years in business: 52

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

Type of work/services/materials provided by firm? Tree Service - Removals & Trimming

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).

JP
Bidder's Initials

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-418 **Meeting Date:** 9/2/2025

TITLE:

UPDATE ON SUPPORT SERVICES AND ASSISTANCE FOR RESIDENTS AND TRACKING OF AT -FAULT EVICTIONS

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: ALMA REYES, DEPUTY CITY MANAGER

JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER

CONTACT INFORMATION: JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER
(714) 754-5347

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file staff's update on the donation of $100,000 to two local non-profit organizations, Enough for All Fund ($50,000) and Someone Cares Soup Kitchen ($50,000) to provide assistance to impacted residents.
2. Request direction on tracking at- fault evictions.

BACKGROUND:

At the August 5, 2025 City Council Meeting, City Council provided direction to identify funding in the amount of $100,000 to donate to two local non-profits to provide aid to residents in need of support services. Additionally, the City Council directed staff to explore tracking of at-fault evictions and creation of a City rental registry.

Discussion of the above items included questions regarding the non-profits ability to receive City funds for the purpose of assisting impacted residents. Council Member Marr requested that, in the event that a non-profit is unable to accept the donations, staff return to the Council for additional direction and guidance on how to proceed with the donation of the funds.

In addition, the City Attorney was provided with direction to explore various legal organizations that may be able to assist with administering a Legal Defense Fund.

ANALYSIS:

Donation Update

At the August 5, 2025 Council Meeting, the City Council directed staff to identify funding in the amount of $100,000 for a donation to two local non-profit organizations: Enough for All Fund ($50,000) to assist resident with rent, groceries, and other necessities; and Someone Cares Soup Kitchen ($50,000) to provide daily meals and groceries to impacted residents.

Council Members noted that the most urgent needs for impacted residents were primarily financial, particularly assistance with food, utilities, and rent. The donations are intended to address these needs.

At this time, staff have been in contact with the two identified non-profit organizations regarding the City's proposed donations. The Enough for All Fund Program has confirmed that the $50,000 donation can be accepted and is prepared to receive funding.

Someone Cares Soup Kitchen indicated that acceptance of the City's $50,000 donation will require discussion and approval by its Board of Directors.

Tenant Protections

On October 8, 2019, the Governor of California signed into law Assembly Bill 1482 (AB1482), otherwise known as the Tenant Protection Act of 2019. This law prohibits owners of residential real property from evicting a tenant without just cause when said tenant has occupied a residential unit for a minimum of 12 consecutive months. The law delineates the established conditions for an At-Fault or No-Fault eviction.

On September 30, 2023, the Governor of California signed into law Senate Bill 567 (SB567), which amends AB1482 to place additional requirements on owners of residential property when issuing no-fault just cause evictions, as well as to prescribe new enforcement mechanisms with respect to the provisions of AB1482 and SB567.

The City of Costa Mesa adopted the Tenant Protection Ordinance (Ordinance) on November 7, 2023, to further state law and support Costa Mesa renters with a few noteworthy enhancements requiring landlords:

- Notify the City within 72 hours after giving notice of a no-fault eviction
- Provide one month of Fair Market Rent to assist in relocation to a new unit

During the development of the Ordinance, staff explored mechanisms to obtain data related to at-fault evictions. After conducting research and consulting with City partners, staff determined that no mechanism or organization maintains such data. The only available information pertains to unlawful detainers, which are civil matters processed and maintained by the judicial system and not readily accessible. Since the Ordinance was adopted in November 2023, the City has received notification of 21 no-fault evictions.

At-Fault Eviction Tracking and Rental Registry

The League of California Cities issued a report in 2024 titled "A Comprehensive Update on the Evolving Landscape of Tenant Protections <https://www.calcities.org/docs/default-source/annual-conference---session-materials/comprehensive-update-on-the-evolving-landscape-of-tenant-protections.pdf>," discussing how cities in California have a long history of responding to the challenging rental market. The report describes the legislative and judicial history of landlord-tenant laws and anti-displacement policies, including the use of rental registries, and limits to at-fault just cause evictions. Registries are, generally used to monitor compliance in jurisdictions with just cause programs. The jurisdiction-specific data provided by rental registration helps to better inform further policymaking and tailor policies to local needs."

A rental registry also serves as a communications tool to share data and information on compliance with tenants and landlords. Existing registries collect information either through annual reporting requirements or upon any changes in status to require landlords to provide details on:

- Compliance with rent amount increases pursuant to state law
- Rental unit properties (square footage, number of bedrooms)
- Fees paid to homeowner's association for tenants of condominiums
- Housing vouchers used by tenants
- Changes in rent amount, or occupancy status
- Evictions or terminations, including copies of relevant notices

A common concern with the establishment of a rental registry is whether personal information will become subject to public disclosure. However, to address this concern jurisdictions can include language in their ordinance to declare certain information as received in confidence and exempt from Public Records Act requests.

At-fault evictions occur for many reasons ranging from nonpayment of rent, breaching a material term of a lease, creating a nuisance, to criminal activity. Cities that regulate at-fault evictions must maintain a program that requires significant resources, including technology systems, staffing, and funding. Most programs are designed to focus on assisting tenants and landlords with education to resolve disputes or are focused on housing standards and ensuring compliance with state rental laws. Cities with rental registry programs, may establish a "rent board" that develops regulations and hear claims or appeals from tenants and landlords. Additionally, cities with established rental registry programs rely on specific software for the tracking of rental units, disputes, compliance, and collection of fees.

As requested, staff conducted preliminary research into the creation of a rental registry, identifying examples of programs used by other cities. Cities with existing rental registries have required landlords to register for a range of reasons, from collecting data on rent amounts, enforcing rent control, tracking evictions, and investigating complaints about housing code violations.

Staff has identified the following cities with an established rental registry program that track evictions.

The table below provides information from eight cities with such programs.

City	Summary
Berkeley*	Rent Stabilization Board maintains a rental registry, tracks eviction data, and inspects units for compliance with housing codes.
Concord	Residential Rent Registry Program mandates annual registration of most rental units under its Tenant Protection Program Ordinance. Property owners must report tenancy details, rent levels, and eviction notices.
Los Angeles*	Rent Stabilization Ordinance requires landlords register rental units annually. The City collects eviction data and requires the filing of notices.
San Franciso*	Landlords must file an annual Rent Board Fee and report evictions. City tracks “at fault” vs. “no fault” evictions.
San Jose*	Rental registry under Apartment Rent Ordinance to track ownership, unit characteristics, and rents.
Santa Ana*	As of 2022 landlords are required to register or claim their rental unit as exempt under the Rent Stabilization and Just Cause Eviction Ordinance.
Santa Monica*	Landlords required to register with Rent Control Agency whenever a unit is rented to a new tenant.
Pasadena*	Rental registry established under voter-initiated City Charter amendment requires landlords to register units annually, supporting tracking of rent increases, eviction reasons, and unit characteristics.

*Charter Cities

The cities listed above require landlords to register their units in connection with enforcing their rent stabilization programs limiting annual increases to rent.

Based on the information collected from other agencies, implementing and maintaining a rental registry program requires significant resources. Program fees are common amongst cities with a rental registry program while some fees may be relatively modest other cities may enact higher fees to offset program administration costs. Fees may range from $29 to $400 per unit, with the most common fees falling in the range of $200 per unit. Further, staff found that establishing such a program requires substantial start-up expenses for the implementation of software technology and annual subscriptions. Costs are estimated at approximately $300,000 for implementation with on-going costs of approximately $85,000 for annual subscriptions. Lastly, to maintain a robust program, these cities have dedicated staff to administer the program and support a large number of rental units. A dedicated team may include up to seven staff members, which is comprised of a program manager, housing specialists, and administrative and clerical support staff. Cities have also reported significant additional impacts on departments such as Code Enforcement due to increased complaints and Finance due to payment processing.

Through this preliminary research, staff understand that a rental registry program is a complex undertaking. In order to fully comprehend the complexities of the program an in-depth analysis is

required that looks at both the opportunities and challenges, and necessary resources to implement this new program.

ALTERNATIVES:

The City Council may:

1. Receive and file the report.
2. Direct staff to further analyze and develop rental registry options and program budget and potential fees.
3. Direct staff to review and propose amendments to the City's current Tenant Protections Ordinance requiring noticing all (No-Fault and At-fault) evictions and proposal of additional resources necessary to track all evictions.

FISCAL REVIEW:

The City's $100,000 donation will be funded through the Contingency Fund in the General Fund (Fund 101).

Should the City Council choose to establish a rental registry program, staff would have to identify available funding in the adopted FY 2025-26 budget or propose the necessary funding during the budget development process for FY 2026-27.

LEGAL REVIEW:

The City Attorney has reviewed this report and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the Public's Safety and Improve the Quality of Life
- Diversify, stabilize, and increase housing to reflect community needs.

CONCLUSION:

City staff have conducted preliminary research on how cities use their rental registries in connection with their rent stabilization programs and eviction tracking. At this time, staff is requesting that the City Council provide further direction prior developing detailed cost estimates or program alternatives.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-436 **Meeting Date:** 9/2/2025

TITLE:

UPDATE ON OPTIONS FOR LEGAL ASSISTANCE FOR RESIDENTS AND POTENTIAL PARTICIPATION IN LAWSUIT CHALLENGING ROAMING IMMIGRATION ENFORCEMENT PATROLS

DEPARTMENT: **CITY ATTORNEY'S OFFICE**

PRESENTED BY: **KIMBERLY HALL BARLOW, CITY ATTORNEY**

CONTACT INFORMATION: **KIMBERLY HALL BARLOW, CITY ATTORNEY 714-754-5399**

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file this update on options to provide legal defense funding to assist residents in connection with federal immigration enforcement and direct staff accordingly.
2. Consider whether and how to participate in Perdomo, et al. v. Noem, et al., United States District Court for the Central District of California, Case No. 2:25-cv-05605-MEMF-SP.

BACKGROUND:

At the August 5, 2025 City Council Meeting, City Council provided direction to identify options available to the City to provide legal defense funding to provide legal assistance to residents in connection with federal immigration enforcement. Several specific potential partners were identified to which the City could provide funding, including the Public Law Center and Legal Aid. The City Attorney was also asked to identify any limitations on providing funding for such services.

ANALYSIS:

Legal Defense Funding

The City may elect to provide funding for legal assistance to residents who are detained or targeted for immigration enforcement. The only legal restrictions on such expenditures are that the City may not expend federal funds for such assistance, or grant or restricted funds. There are no limitations on the City's use of its General Fund for this purpose, however, due to the possible General Fund revenue stagnation, it is recommended that funding be allocated from available General Fund reserves.

The City could elect to create its own program for such legal assistance, however, the costs of creating and staffing such an endeavor are likely to be far more than providing funding to existing groups who provide this service. Existing staff does not have the expertise or training to provide the services necessary, and the City Attorney's Office does not provide immigration related services.

However, many existing programs are available to which the City could provide funding to assist its residents with legal issues relating to immigration enforcement.

The Public Law Center provides a wide range of services and resources relating to immigration issues, including:

Deportation Defense (removal defense); Relief under the Violence Against Women Act (VAWA) (victims of domestic violence by abusers with lawful immigration status); U Visa (victims of serious crimes); T Visa (victims of trafficking); Special Immigrant Juvenile Status (for undocumented minors who have been abused, neglected or abandoned by one or both of their parents); Adjustment of status (application for legal permanent residence); Asylum (for those fleeing persecution in their home countries); Deferred Action for Childhood Arrivals (for undocumented minors who entered the United States as children and were educated in the U.S.); Naturalization Assistance (for qualified immigrants who wish to become U.S. citizens); Counseling about Immigration Consequences of Criminal Charges; Other Miscellaneous Cases. The Public Law Center has indicated a willingness to discuss contracting with the City.

Community Legal Aid SoCal also provides legal assistance in the following areas:

VAWA Self Petitions; T Visas; U Visas; Naturalization; Special Immigrant Juvenile Status; Adjustment of Status; Cancellation of Removal; Removal Defense; Asylum Applications. However, because Community Legal Aid SoCal receives federal funding, it cannot provide services to undocumented immigrants who do not fall within approved service exceptions. Community Legal Aid SoCal has indicated it is willing to partner with the City to provide services to eligible Costa Mesa residents.

Legal Aid Association of California (LAAC) - This organization provides a wide range of resources relating to immigration issues, including:

Deportation, Removal, and Detention; Permanent Residence/Green Cards; Naturalization/ Citizenship; Family Petitions; Asylum, Refugee, and Special Immigrant Juvenile (SIJ); Immigrants & Domestic Violence; Citizenship through Military Service; and Interactions with ICE. LAAC does not itself provide legal services, but it supports and refers residents to specific types of legal providers. See https://www.lawhelpca.org/issues/immigration

The Immigrant Defenders Law Center (ImmDef) provides full-scale services and resources relating to immigration issues, including:

Deportation Defense (representation and education for detained and non-detained children and adults); Children's Representation (defense services for children applying for humanitarian protections such as asylum, special immigrant juvenile status, and visas for victims of crimes or trafficking); Litigation and Advocacy (cases addressing access to counsel, detention conditions, minors' rights, and systemic due process violations); Cross-Border Initiative (representation for individuals seeking asylum due to persecution based on race, religion, nationality, social group, or political opinion); Deported Veterans (representation for veterans seeking lawful return to the United States); Post-Conviction Relief (challenges to criminal convictions affecting immigration status or removal proceedings); National Qualified Representative Program (representation for immigrants in ICE detention with serious mental disorders entitled to court-appointed counsel); Client Wellness (case management connecting clients to mental health services, housing, transportation, food,

clothing, school enrollment, and post-release planning).

The State of California Department of Social Services has awarded grants to a number of additional Orange County providers for immigration related services, some of which may involve legal assistance. They are: Access California Services; BPSOS Center for Community Advancement, Inc.; Council of American-Islamic Relations (CAIR)Gay & Lesbian Community Services Center of Orange County; Orange County Labor Federation, AFL-CIO; Solidarity- Camino Immigration Services; and World Relief Corporation. If so directed, staff can explore specifics of what these organizations provide and how they might assist Costa Mesa residents.

Perdomo, et al. v. Noem, et al.

This lawsuit was brought by five individual plaintiffs and three membership associations, to challenge the "roving patrols" being used to detain individuals for immigration enforcement. The essence of the litigation is that individuals were being detained without reasonable suspicion that the person to be stopped is within the United States in violation of U.S. immigration law, in contravention of the Fourth Amendment. During the course of these "roving patrols" throughout Southern California, multiple citizens and lawful residents have been detained, taken into custody and even arrested.

The federal district court judge issued a Temporary Restraining Order (TRO), finding that the Plaintiffs are "likely to succeed in showing that the seizures are based upon the four enumerated factors" or a subset of them. Those factors are (1) apparent race or ethnicity; (2) speaking Spanish or speaking English with an accent; (3) presence at a particular location; and (4) the type of work one does. The district court then concluded that "sole reliance on the four enumerated factors does not constitute reasonable suspicion" either alone or in any combination. A copy of the TRO is included as Attachment 1. On August 1, 2025, the Ninth Circuit Court of Appeals upheld the Temporary Restraining Order against federal agents from roving patrols or other efforts to detain individuals solely on the basis of one or more of these factors. A copy of the Ninth Circuit's ruling is included as Attachment 2. The Trump Administration has filed a request for an emergency stay of the TRO with the United States Supreme Court.

Shortly before the TRO was upheld, the district court considered a Motion to Intervene by numerous public entities. The Department of Justice did not oppose the Motion, and the district court granted it on the basis that each of the applicant intervenors has a "significant protectable interest" relating to the action, the disposition of which may, as a practical matter, impair or impede the applicant's ability to protect that interest, and the applicant's interest is inadequately represented by the parties to the action. In the case of this particular motion to intervene, the intervenors seek relief that is broader than requested by the original plaintiffs, as well as showing that they face a different kind of impact and harm from the challenged conduct. The intervenors added are: City of Los Angeles, County of Los Angeles, Culver City, West Hollywood, Santa Monica, Pico Rivera, Montebello, Pasadena and Monterey Park (collectively, the "Plaintiffs in Intervention").

The existing Plaintiffs in Intervention have filed a First Amended Complaint which seeks to add intervenors, the City of Anaheim, the City of Bell Gardens, the City of Beverly Hills, the City of Carpinteria, the City of Huntington Park, the City of Long Beach, the City of Lynwood, the City of Oxnard, the City of Paramount, the City of Pomona, the City of Santa Ana, the City of Santa Barbara, and the City of South Gate. Along with the original intervenors, each City has alleged that the untargeted enforcement is causing harm to the City and its residents, impacting law enforcement

activities, crime enforcement and prosecution, use of public resources, reduction in tax revenue, and generalized fear in the community.

The existing and proposed Intervenors have filed an amicus brief with the Supreme Court in opposition to the Administration's emergency stay request and in support of the TRO. A copy of the amicus brief is included as Attachment 3. It seems likely that other amicus opportunities will present themselves throughout the litigation.

Recently, the City of Fullerton City Council voted to provide amicus support in the district court proceedings as it advances to a Preliminary Injunction and trial. Other Orange County cities have expressed interest, as well. Thus, Costa Mesa could partner with other cities to reduce the overall cost of supporting that effort.

ALTERNATIVES:

The City Council may:

1. Direct staff to explore funding agreement(s) with one or more of the identified entities or alternative providers and identify the amount of any such funding.
2. Direct staff to explore creating an in-house legal assistance team, but this alternative is not recommended.
3. Take action to participate in the Perdomo litigation and direct staff as to whether to seek intervention, participate with an amicus brief effort and/or otherwise support restrictions on roaming patrols/detentions of individuals without reasonable suspicion.
4. Receive and file the report.

FISCAL REVIEW:

The fiscal impact of Council's direction will depend on whether the City Council directs staff to move forward with implementing a legal defense program or partnership and whether and how it directs participation in the Perdomo litigation. The Fiscal Year 2025-2026 All Funds and General Fund Budget does not include any appropriations for this request.

LEGAL REVIEW:

The City Attorney has prepared this report.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Receive and file this update on options to provide legal defense funding to assist to assist residents in connection with federal immigration enforcement and direct staff accordingly.
2. Consider whether and how to participate in Perdomo, et al. v. Noem, et al., United States District Court for the Central District of California, Case No. 2:25-cv-05605-MEMF-SP.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Pedro Vasquez Perdomo, *et al.*,

Plaintiffs,

v.

Kristi Noem, *et al.*,

Defendants.

Case No.: 2:25-cv-05605-MEMF-SP

ORDER GRANTING PLAINTIFFS' EX PARTE APPLICATIONS FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE REGARDING PRELIMINARY INJUNCTION [ECF NOS. 38, 45]

On June 6, 2025, federal law enforcement arrived in Los Angeles to participate in what federal officials have described as "the largest Mass Deportation Operation . . . in History."[1] The individuals and organizations who have brought this lawsuit argue that this operation had two key features, both of which were unconstitutional: "roving patrols" indiscriminately rounding up numerous individuals without reasonable suspicion and, having done so, denying these individuals access to lawyers who could help them navigate the legal process they found themselves in. On this, the federal government agrees: Roving patrols without reasonable suspicion violate the Fourth

[1] ECF No. 45-19 Att. C.

Amendment to the Constitution and denying access to lawyers violates the Fifth Amendment to the Constitution. What the federal government would have this Court believe—in the face of a mountain of evidence presented in this case—is that none of this is actually happening.

Most of the questions before this Court are fairly simple and non-controversial, and both sides in this case agree on the answers.

- May the federal government conduct immigration enforcement—even large scale immigration enforcement—in Los Angeles? Yes, it may.
- Do all individuals—regardless of immigration status—share in the rights guaranteed by the Fourth and Fifth Amendments to the Constitution? Yes, they do.
- Is it illegal to conduct roving patrols which identify people based upon race alone, aggressively question them, and then detain them without a warrant, without their consent, and without reasonable suspicion that they are without status? Yes, it is.
- Is it unlawful to prevent people from having access to lawyers who can help them in immigration court? Yes, it is.

There are really two questions in controversy that this Court must decide today.

First, are the individuals and organizations who brought this lawsuit likely to succeed in proving that the federal government is indeed conducting roving patrols without reasonable suspicion and denying access to lawyers? This Court decides—based on all the evidence presented—that they are.

And second, what should be done about it? The individuals and organizations who have brought this lawsuit have made a fairly modest request: that this Court order the federal government to stop.

For the reasons stated below, the Court grants their request.

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Before the Court are two Ex Parte Applications for Temporary Restraining Order and Order to Show Cause Regarding Preliminary Injunction filed by Plaintiffs. ECF Nos. 38, 45. For the reasons stated herein, the Court GRANTS the Ex Parte Applications.

I. Background

A. Factual Background

The Court begins by summarizing the allegations in the First Amended Complaint. ECF No. 16 ("1AC").

i. Plaintiffs

Petitioner-Plaintiffs Pedro Vasquez Perdomo ("Vasquez Perdomo"), Carlos Alexander Osorto ("Osorto"), and Isaac Villegas Molina ("Villegas Molina") are residents of Pasadena, California, who were arrested at a bus stop as they were waiting to be picked up for a job on June 18, 2025. 1AC ¶¶ 12–14. They filed this action while detained in the basement of a Los Angeles downtown federal building, B-18. *Id.* ¶¶ 12–14.

Plaintiff Jorge Hernandez Viramontes ("Hernandez Viramontes") is a resident of Baldwin Park, California. *Id.* ¶ 15. He works at a car wash in Orange County, California, that has been visited three times by immigration agents, most recently on June 18, 2025, when he was questioned and detained by agents despite informing them that he is a U.S. citizen. *Id.*

Plaintiff Jason Brian Gavidia ("Gavidia") is a resident of East Los Angeles, California. *Id.* ¶ 16. He was stopped and questioned by immigration agents at a tow yard in Los Angeles County on June 12, 2025, despite explaining multiple times that he is a U.S. Citizen. *Id.*

Plaintiff Los Angeles Worker Center Network ("LAWCN") is a multi-racial, multi-ethnic, and multi-industry organization comprised of worker centers and labor organizations that work together to address injustices faced by low-wage workers in the greater Los Angeles area, including immigrant and non-English-speaking workers. *Id.* ¶ 17. LAWCN has worker center members, who in turn have individual members, including noncitizens with legal status and U.S. citizens. *Id.*

Plaintiff United Farm Workers ("UFW") is a farm worker union with approximately 10,000 members, with more members in California than in any other state. *Id.* ¶ 18. UFW's members in

California work at agricultural sites as well as non-agricultural sites within the District. *Id.* UFW's members include noncitizens with legal status and U.S. citizens. *Id.*

Plaintiff Coalition for Humane Immigrant Rights ("CHIRLA") is a nonprofit organization with its principal place of business in Los Angeles, California. *Id.* ¶ 19. CHIRLA was founded in 1986 to advance the human and civil rights of immigrants and refugees. *Id.* As a membership organization, CHIRLA has approximately 50,000 members across California, including both U.S. citizens and noncitizens of varying immigration status. *Id.* CHIRLA has members in every county in the District. *Id.*

Plaintiff Immigrant Defenders Law Center ("ImmDef") is a nonprofit organization having its principal place of business in Los Angeles, California. *Id.* ¶ 20. Besides Los Angeles, ImmDef has offices in Riverside, Santa Ana, and San Diego, California, and works across the U.S.-Mexico border in Tijuana. *Id.* ImmDef was founded in 2015 to protect the due process rights of immigrants facing deportation. *Id.*

The Court will refer to the five individual plaintiffs, LAWCN, UFW, and CHIRLA as "Stop/Arrest Plaintiffs." The Court will refer to ImmDef and CHIRLA as "Access/Detention Plaintiffs."[2] The Court will address all plaintiffs as "Plaintiffs."

ii. Defendants

Defendant Kristi Noem ("Noem") is the Secretary of the Department of Homeland Security ("DHS"), which is responsible for administering and enforcing the nation's immigration laws pursuant to 8 U.S.C. § 1103(a). *Id.* ¶ 21. Noem is sued in her official capacity. *Id.*

Defendant Todd M. Lyons ("Lyons") is the Acting Director of U.S. Immigration and Customs Enforcement ("ICE"), an agency of the United States within the DHS. *Id.* ¶ 22. ICE is responsible for the stops, arrests, and custody of individuals believed to be in violation of civil immigration law. *Id.* Lyons is sued in his official capacity. *Id.*

[2] Plaintiffs refer to ImmDef and CHIRLA as "Access/*Conditions*" Plaintiffs and "Access/*Detention*" Plaintiffs in the 1AC. *Compare* 1AC at 61 (referring to "Access/Conditions Plaintiffs" under the fifth and sixth causes of action), 62 (same, under the seventh cause of action) *with* ¶ 8 (referring to "Access/Detention Plaintiffs"), Prayer for Relief ¶ 8 (same). For consistency, the Court will use the term "Access/Detention Plaintiffs" throughout this Order.

Defendant Rodney S. Scott ("Scott") is the Commissioner of U.S. Customs and Border Protection ("CBP"), the agency within the DHS that is responsible for enforcing immigration laws at or close to the U.S. border. *Id.* ¶ 23. Scott has direct authority over all CBP policies, procedures, and practices related to stops, arrests, and detention. *Id.* Scott is sued in his official capacity. *Id.*

Defendant Michael W. Banks ("Banks") is Chief of the U.S. Border Patrol. *Id.* ¶ 24. Banks has direct authority over all Border Patrol policies, procedures, and practices related to stops, arrests, and detention. *Id.* Banks is sued in his official capacity. *Id.*

Defendant Kash Patel ("Patel") is Director of the U.S. Federal Bureau of Investigation ("FBI"). *Id.* ¶ 25. In that capacity, Patel is responsible for the direction and oversight of all operations of the FBI. *Id.* Patel is sued in his official capacity. *Id.*

Defendant Pam Bondi ("Bondi") is the U.S. Attorney General. *Id.* ¶ 26. Bondi is head of the Department of Justice ("DOJ") and is responsible for the direction and oversight of all operations of the DOJ. *Id.* Bondi is sued in her official capacity. *Id.*

Defendant Ernesto Santacruz Jr. ("Santacruz Jr.") is the Acting Field Office Director for the Los Angeles Field Office of ICE. *Id.* ¶ 27. Santacruz Jr. is responsible for the supervision of personnel within ICE's Enforcement and Removal Operations ("ERO") in the geographic area covered by the Los Angeles Field Office, which comprises the seven counties in the District, and facilities within the District, including B-18. *Id.* Santacruz Jr. is sued in his official capacity. *Id.*

Defendant Eddy Wang ("Wang") is the U.S. Homeland Security Investigations Special Agent in Charge for Los Angeles. *Id.* ¶ 28. Wang is responsible for the supervision of agents within ICE's Homeland Security Investigations ("HSI") in the Los Angeles area. *Id.* Wang is sued in his official capacity. *Id.*

Defendant Gregory K. Bovino ("Bovino") is the Chief Patrol Agent for the El Centro Sector of the CBP. *Id.* ¶ 29. In that capacity, Bovino is responsible for the supervision of agents in the El Centro Sector. *Id.* Bovino is sued in his official capacity. *Id.*

Defendant D. Stalnaker ("Stalnaker") is the Acting Chief Patrol Agent for the San Diego Sector of the CBP. *Id.* ¶ 30. In that capacity, Stalnaker is responsible for the supervision of agents in the San Diego Sector. *Id.* Stalnaker is sued in his official capacity. *Id.*

Defendant Akil Davis ("Davis") is the Assistant Director of the Los Angeles Office of the FBI. *Id.* ¶ 31. In that capacity, Davis is responsible for the supervision of all agents in the Los Angeles Office. *Id.* Davis is sued in his official capacity. *Id.*

Defendant Bilal A. Essayli ("Essayli"; together with all other defendants, "Defendants") is the U.S. Attorney for the Central District of California. *Id.* ¶ 32. Essayli has authority over federal law enforcement operations within the District. *Id.* Essayli is sued in his official capacity. *Id.*

iii. Arrests and Detentions

On June 6, 2025, federal agents detained multiple day laborers outside of the Westlake Home Depot. *Id.* ¶ 38. In the following days, similar raids occurred throughout the District. *Id.* Car wash workers,[3] farm and agricultural workers, street vendors, recycling center workers, tow yard workers, and packing house workers were targeted. *Id.* ¶¶ 39, 40 ("Between Monday, June 9, 2025, and June 13, 2025, at least 43 people were detained on farms in Ventura and Santa Barbara Counties"), 42. Various places have been targeted by federal agents. *Id.* ¶ 42 (listing farmers markets, swap meet, bus stops, parks, gym, and church). In one instance, the agents approached and prevented a non-white individual from walking away but not those who appeared to be Caucasians. *Id.* ¶ 43. In another, the agents arrived in unmarked vehicles, pointed a gun, and demanded to see identification without providing a reason for the stop. *Id.* ¶ 44; *see id.* ¶ 46 (describing "a military-style raid" at a swap meet). Yet in a different context, the agents provided no reason for stopping individuals at a church. *Id.* ¶ 45. Since they began on June 6, 2025, federal immigration raids have led to the arrest of over 1,500 people. *Id.* ¶ 165.

Agents and officers approach suddenly and in large numbers in military style or SWAT clothing, heavily armed with weapons displayed, masked, and with their vest displaying a generic "POLICE" patch (if any display at all). *Id.* ¶ 51. Agents typically position themselves around individuals, aggressively engage them, and/or shout commands, making it nearly impossible for individuals to decline to answer their questions. *Id.* ¶ 52. When individuals have tried to avoid an

[3] One of LAWCN's member organizations is CLEAN Carwash Worker Center ("CLEAN"), on whose behalf LAWCN brings this suit. 1AC ¶ 169; *see id.* ¶¶ 173 ("Dozens of CLEAN's members have been detained by immigration agents while at work. At least one identifiable CLEAN member, Jesus Aristeo Cruz Utiz, has been subjected to Defendants' unlawful stop and arrest practices.").

encounter with agents and officers, they have been followed and pushed to the ground, sometimes even beaten, and then taken away. *Id.* ¶ 53. These incidents have been widely reported in the news. *Id.* ¶ 54.

Defendants have a policy and practice of effectuating warrantless arrests without making an individualized flight risk determination. *Id.* ¶ 65. Defendants also have a policy and practice of not identifying themselves or explaining the basis for an arrest upon taking someone into custody. *Id.* ¶ 71. Agents and officers often show up masked, without any visible badges or insignia indicating what agency they work for, and have refused to identify themselves when asked. *Id.*

iv. Conditions at B-18

During the ongoing raids, and as an integral part of the policy and pattern of unlawful stops and arrests, Defendants have been taking individuals who are swept up to the basement of the federal building at 300 North Los Angeles Street in Los Angeles, commonly referred to as B-18. *Id.* ¶ 74. B-18 is a facility for immigrant detainees designed to hold a limited number of individuals *temporarily* so they can be processed and released, or processed and transported to a long-term detention facility. *Id.* It does not have beds, showers, or medical facilities. *Id.* Individuals taken to B-18 are being kept in small, windowless rooms with dozens or more other detainees in cramped quarters. *Id.* ¶ 76. Some rooms are so cramped that detainees cannot sit, let alone lie down, for hours at a time. *Id.* As of June 20, 2025, over 300 individuals were being held at B-18. *Id.* ¶ 77.

Detainees are also routinely deprived of food, and some have not even been given water other than what comes out of the combined sink and toilet in the group detention room. *Id.* ¶ 79. Upon asking for food, detainees have been told repeatedly that the facility has run out. *Id.*

Detainees are denied access to necessary medical care and medications. *Id.* ¶ 80. Individuals with conditions that require consistent medications and treatment are not given any medical attention, even when that information is brought to the attention of the officers on duty. *Id.*; *see id.* ¶ 91 ("On June 19, 2025, an ImmDef attorney arrived at B-18 to meet with detainees, including one who was scheduled for a chemotherapy appointment the next day. Despite showing a doctor's note confirming the appointment and specifying that missing the appointment would be detrimental to the detainee's health, the guards repeatedly would not allow the attorney to meet with the ill detainee.").

The facility cannot provide detainees with basic hygiene; individuals who are menstruating have had to wait long periods before receiving menstrual pads, if they receive them at all. *Id.*

v. Denial of Access to Counsel

Individuals detained at B-18 have had their access to prospective or retained counsel restricted. *Id.* ¶ 81. On June 6, 2025, attorneys and legal representatives from CHIRLA and ImmDef attempted to gain access to B-18 to advise detainees of their rights and assess their eligibility for relief, but they were not permitted to enter. *Id.* ¶ 82. When they returned to B-18 the next morning, attorneys identified a handwritten notice on the door of the family and attorney entrance at B-18 indicating that B-18 would not permit any visits that day. *Id.* ¶ 83. Federal officers then deployed an unknown chemical agent against family members, attorneys, and representatives. *Id.* The chemical agent caused everyone to cough and inflicted a burning sensation in the eyes, nose, and throat. *Id.* That same morning, numerous unmarked white vans quickly departed B-18 with a group of detainees. *Id.* ¶ 84. CHIRLA and ImmDef attorneys and representatives attempted to loudly share know-your-rights information with the detainees in the vans. *Id.* Federal agents blasted their horns. *Id.*

On the rare occasions when attorneys and family members were allowed access to their clients or loved ones, they were made to wait hours at a time to see them, and the resulting visits were limited to a mere five to ten minutes. *Id.* ¶ 87. In many cases, attorneys and family members were unable to determine whether a particular individual is even detained at B-18, or whether they had been transferred to another facility. *Id.* ¶ 88. B-18 officers have refused to provide clear answers to questions about detainees' whereabouts, or refused to answer questions altogether. *Id.* ICE's online locator, which provides information about detainees' location, is not updated in a timely manner. *Id.*

vi. Officially Sanctioned Conduct

In January, the administration gave ICE field offices an arrest quota of seventy-five (75) arrests a day. *Id.* ¶ 97. The administration also shut down multiple oversight agencies. *Id.* ¶ 99. The administration set a new arrest quota of 3,000 arrests per day and reportedly threatened job consequences if officials failed to meet arrest quotas. *Id.* ¶ 101.

vii. Individual Plaintiffs' Experiences

In the early morning of June 18, 2025, in Pasadena, California, Vasquez Perdomo was waiting at a bus stop across the street from Winchell's Donuts with several co-workers to be picked up for a job. *Id.* ¶ 111. About four cars converged on his location, and about half a dozen masked agents jumped out on either side of him. *Id.* ¶ 112. They had weapons and masks, and did not identify themselves. *Id.* Vasquez Perdomo tried to leave but was surrounded, grabbed, handcuffed, and put into one of the vehicles. *Id.* ¶ 113. No warrant was shown. *Id.* ¶ 115. It was only after he was brought to a nearby CVS parking lot that agents checked Vasquez Perdomo's identification. *Id.* ¶ 114. Agents did not inform Vasquez Perdomo that they were immigration officers authorized to make an arrest or of the basis for his arrest. *Id.* ¶ 119. At the time this action was filed, Vasquez Perdomo had been transported to and was being held at B-18. *Id.* ¶ 120. There, he experienced extremely crowded and unsanitary conditions, was given little to eat or drink, and slept on the floor. *Id.*

In the early morning of June 18, 2025, in Pasadena, California, Osorto was waiting to be picked up for work with his co-worker Vasquez Perdomo. *Id.* ¶ 124. When federal agents approached, he tried to run, but one of the agents caught up to him and pointed a taser at his head and said "stop or I'll use it!" *Id.* ¶ 125. Osorto stopped immediately. *Id.* Osorto was handcuffed and put into a vehicle. *Id.* ¶ 126. It was only after he was brought to a nearby CVS parking lot that agents asked Osorto if he had papers. *Id.* ¶ 128. No warrant was shown. *Id.* ¶ 129. Agents did not inform Osorto that they were immigration officers authorized to make an arrest or of the basis for his arrest. *Id.* ¶ 132. At the time this action was filed, Osorto had been transported to and was being held at B-18. *Id.* ¶ 133. The facility was full, and when people asked for help, officers told them there was no food, no water, and no medicine. *Id.* Today, he remains in custody at the Adelanto ICE Processing Center. *Id.*

In the early morning of June 18, 2025, in Pasadena, California, Villegas Molina was waiting to be picked up for work with his co-workers Vasquez Perdomo and Osorto. *Id.* ¶ 137. When federal agents approached, an agent yelled at Villegas Molina not to run, even though he was still and calm. *Id.* ¶ 139. He was told to provide his identification, and he provided his California ID, but the agent

kept questioning him. *Id.* No warrant was shown. *Id.* ¶ 141. Agents did not inform Villegas Molina that they were immigration officers authorized to make an arrest or of the basis for his arrest. *Id.* ¶ 144. At the time this action was filed, Villegas Molina had been transported to and was being held at B-18. *Id.* ¶ 145. He slept on the floor and was given almost nothing to eat. *Id.*

On the morning of June 18, 2025, Hernandez Viramontes was working at a car wash in Orange County, where he has worked for approximately ten (10) years, when immigration agents arrived. *Id.* ¶ 148. During this visit, the agents did not identify themselves. *Id.* ¶ 149. Agents asked Hernandez Viramontes whether he was a citizen, and he replied yes and explained that he was a dual citizen of the U.S. and Mexico. *Id.* ¶ 151. They asked for an ID, which he provided. *Id.* Agents then explained that his ID was not enough and because he did not have his passport, they were taking him. *Id.* Agents placed Hernandez Viramontes in a vehicle and transported him away. *Id.* ¶ 152. During this time, Hernandez Viramontes did not know whether they were going to take him to a detention center. *Id.* Agents verified his citizenship and, about twenty minutes later, brought him back to the car wash. *Id.* ¶ 153. When agents brought Hernandez Viramontes back to the car wash, they did not apologize. *Id.* ¶ 154. Shortly after agents returned Hernandez Viramontes to the car wash, yet another group of agents raided the carwash again. *Id.* ¶ 155.

In the afternoon of June 12, 2025, Gavidia, a U.S. citizen, was at a tow yard in Los Angeles County that was visited by immigration agents conducting a roving patrol. *Id.* ¶ 157. Around 4:30 p.m., upon hearing someone say that immigration agents may be at the premises, Gavidia went outside to confirm this. *Id.* ¶ 158. At the time, his clothes were dirty from working on his car. *Id.* On the sidewalk outside the gate, Gavidia saw a federal agent between two cars step forward. *Id.* ¶ 159. Soon after, Gavidia saw several other agents wearing similar vests with the words "Border Patrol Federal Agent." *Id.* He also noticed that the agents were carrying handguns and at least two of the agents had a military-style rifle. *Id.* When Gavidia attempted to head back inside the tow yard premises, a masked agent said, "Stop right there." *Id.* ¶ 160. While the agent approached Gavidia, another unmasked agent ran toward him and asked if he was American. *Id.* ¶ 161. Gavidia told the agent that he is American multiple times. *Id.* The agent responded by asking, "What hospital were you born in?" *Id.* Gavidia calmly replied that he did not know. *Id.* The agent repeated the same

question two more times, and each time Gavidia provided the same answer. *Id.* At that point, the agents pushed Gavidia up against the metal gated fence, put his hands behind his back, and twisted his arm. *Id.* Gavidia had been on his phone, and the masked agent also took his phone from his hand at that point. *Id.* Gavidia explained that the agents were hurting him and that he was American. Id. ¶ 162. The unmasked agent asked a final time, "What hospital were you born in?" *Id.* Gavidia responded again that he did not know and said East L.A. *Id.* Gavidia then told the agents that he could show them his Real ID. *Id.* The agents had not asked to see Gavidia's identification. *Id.* When Gavidia showed his Real ID to the agents, one of them took it from him. *Id.* ¶ 163. It ultimately took about twenty minutes for Gavidia to get his phone back, but the agents never returned his Real ID. *Id.*

viii. Harm to Organizational Plaintiffs and/or Their Members

LAWCN is a regional organization made up of eight worker centers and labor organizations that work together to build power and develop worker leadership organizing with Black, immigrant, and refugee workers and other workers of color in the Los Angeles region. *Id.* ¶ 167. At least one of LAWCN's member organizations, CLEAN, has been harmed by the ongoing raids in Southern California. *Id.* ¶¶ 169, 172 ("Carwashes have been a consistent and ongoing target of immigration agents during the course of the raids—at least two dozen have been raided so far.").

UFW's members have been harmed by the ongoing immigration raids in Southern California and fear being subjected to unlawful stops, arrests, and detention practices in the future. *Id.* ¶ 179. At least one UFW member has been subjected to Defendants' stop and arrest practices. *Id.*

As a result of Defendants' actions, CHIRLA's mission to serve the immigrant community, including through the provision of legal advice and services, is being frustrated. *Id.* ¶ 190. Throughout the month of June 2025, CHIRLA's attorneys and representatives have attempted to communicate with individuals at B-18 but were denied access and thwarted in their efforts to offer legal advice to even those detainees they saw at a distance. *Id.* CHIRLA also coordinates the Los Angeles Rapid Response Network ("LARRN") and educates its membership as well as the broader community through know-your-rights programming, workshops, social media, and educational literature about a variety of social services and benefits, including immigration law, financial

literacy, workers' rights, and civic engagement. *Id.* ¶ 188. Defendants' actions are also thwarting CHIRLA's work to coordinate the LARRN, as other attorneys and representatives summoned by CHIRLA to B-18 have been similarly denied access. *Id.* ¶ 190.

ImmDef's Rapid Response team is also part of LARRN, with CHIRLA, and monitors a hotline and responds to notifications about individuals detained in ICE immigration enforcement actions. *Id.* ¶ 193. As a result of Defendants' actions, ImmDef's mission to serve the immigrant community, including through the provision of legal advice and services, is being fundamentally frustrated. *Id.* ¶ 194.

B. Procedural History

On June 20, 2025, Petitioner-Plaintiffs filed a Petition for Writ of Habeas Corpus. ECF No. 1 ("Petition" or "Pet."). The Petition alleged five causes of action: (1) Warrantless Arrests Without Probable Cause of Flight Risk in violation of 8 U.S.C. § 1357(a)(2); (2) Warrantless Arrests Without Probable Cause of Flight Risk in violation of 8 C.F.R. § 287.8(c)(2)(ii); (3) Arrests Without Probable Cause in violation of the Fourth Amendment; (4) Failure to Identify Officers and Basis for Arrest in violation of 8 C.F.R. § 287.8(c)(2)(iii);[4] and (5) Violation of Due Process. *See generally id.*

On June 20, 2025, Petitioner-Plaintiffs filed an ex parte application and requested the Court grant their request for a temporary restraining order and enjoin Defendants Noem, Bondi, ICE, and Lyons from transferring Petitioner-Plaintiffs outside of this judicial district. *See generally* ECF No. 4. The same day, the parties stipulated to withdraw the ex parte application. ECF No. 9. The Court granted the stipulation on June 23, 2025. ECF No. 11.

Following the Magistrate Judge's July 1, 2025 Order Vacating Status Conference (ECF No. 15), the parties filed a Joint Notice Following Order Vacating Status Conference (ECF No. 36), through which they informed the Court that the Petitioner-Plaintiffs' bond hearings were set for July 3, July 7, and July 8, 2025. On July 8, 2025, the parties filed another Joint Notice Following Order Vacating Status Conference, informing the Court that Vasquez Perdomo was granted bond on July 3, 2025, and that Villegas Molina was granted bond on July 7, 2025. ECF No. 62.

[4] The Court finds that the Petition erroneously cites to 8 C.F.R. § 287.8(c)(3). Reading the regulation, it appears to the Court that 8 C.F.R. § 287.8(c)(2)(iii) is the correct citation.

On July 2, 2025, Plaintiffs filed the operative First Amended Complaint. 1AC. The 1AC adds as plaintiffs Viramontes, Gavidia, LAWCN, UFW, CHIRLA, and ImmDef. *Id.* ¶¶ 15–20. The 1AC also adds as defendants Scott, Bank, Patel, Santacruz Jr., Wang, Bovino, Stalnaker, Davis, and Essayli. *Id.* ¶¶ 23–32. Moreover, the 1AC contains class action allegations, *id.* ¶¶ 199–214, seeking to represent a class under Federal Rule of Civil Procedure 23(b)(2) consisting of three classes, *id.* ¶¶ 199 ("Suspicionless Stop Class"),[5] 202 ("Warrantless Arrest Class"),[6] 205 ("Failure to Identify Class").[7] Plaintiffs allege the following causes of action:

Count	Cause of Action	On Behalf of:	Against Defendants:
One	Violation of Fourth Amendment, Unreasonable Seizures	Stop/Arrest Plaintiffs and the Suspicionless Stop Class	All Defendants
Two	Violation of 8 U.S.C. § 1357(a)(2), Warrantless Arrests Without Probable Cause of Flight Risk	LAWCN, UFW, CHIRLA, and the Warrantless Arrest Class	All Defendants
Three	Violation of 8 C.F.R. § 287.8(c)(2)(ii), Standards for Stops and Warrantless Arrests	LAWCN, UFW, CHIRLA, and the Warrantless Arrest Class	All Defendants
Four	Violation of 8 C.F.R. § 287.8(c)(2)(iii), Failure to Identify Authority and Reason for Arrest	LAWCN, UFW, CHIRLA	All Defendants
Five	Violation of the Fifth Amendment, Access to Counsel	Access/Detention Plaintiffs	Noem, Lyons, and Santacruz Jr.
Six	Violation of 8 U.S.C. § 1362, Access to Counsel	Access/ Detention Plaintiffs	Noem, Lyons, and Santacruz Jr.
Seven	Violation of the Fifth Amendment,	Access/ Detention Plaintiffs	Noem, Lyons, and Santacruz Jr.

[5] The Suspicionless Stop Class is defined as "[a]ll persons who, since June 6, 2025, have been or will be subjected to detentive stop by federal agents in this District without a pre-stop, individualized assessment of reasonable suspicion concerning whether the person (1) is engaged in an offense against the United States or (2) is a noncitizen unlawfully in the United States." 1AC ¶ 199.

[6] The Warrantless Arrest Class is defined as "[a]ll persons, since June 6, 2025, who have been arrested or will be arrested in this District by federal agents without a warrant and without a pre-arrest, individualized assessment of probable cause that the person poses a flight risk." 1AC ¶ 202.

[7] The Failure to Identify Class is defined as "[a]ll persons who, since June 6, 2025, have been arrested or will be arrested in this District by federal agents, where agents (1) fail to identify as an immigration officer who is authorized to execute an arrest, and/or (2) fail to state that person is under arrest and the reason for arrest, after it is practical and safe to do so." 1AC ¶ 205.

	Conditions of Confinement		
Eight	Violation of Fifth Amendment, Due Process	Petitioner-Plaintiffs	Noem, Lyons, and Santacruz Jr.

On July 2, 2025, the Access/Detention Plaintiffs filed an Ex Parte Application for Temporary Restraining Order and Order to Show Cause Regarding Preliminary Injunction. ECF No. 38 ("Access/Detention TRO").[8] The same day, the Court ordered the parties to fully brief the Access/Detention TRO by July 9, 2025. ECF No. 42. After the Court's Order, Plaintiffs filed another Ex Parte Application for Temporary Restraining Order and Order to Show Cause Regarding Preliminary Injunction. ECF No. 45 ("Stop/Arrest TRO"). On July 7, 2025, the Court ordered the parties to follow the same briefing schedule outlined in its July 2, 2025 Order. ECF No. 51. Defendants filed their Oppositions on July 8, 2025. ECF Nos. 70 (Opposition to the Access/Detention TRO), 71 (Opposition to the Stop/Arrest TRO). On July 9, 2025, Plaintiffs filed their Replies. ECF Nos. 81 (Reply to the Stop/Arrest TRO), 82 (Reply to the Access/Detention TRO).

On July 7, 2025, States of Arizona, Colorado, Connecticut, Hawai'i, Illinois, Maryland, Maine, Michigan, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Vermont, Washington, and the Commonwealth of Massachusetts ("Amici States") filed a Motion for Leave to File Brief of Amici Curiae. ECF No. 49. The Court granted the motion on the same day. ECF No. 52; *see* ECF No. 49-1 ("Amici Curieae Brief").

On July 8, 2025, the City of Los Angeles, the County of Los Angeles, the City of Culver City, the City of Montebello, the City of Monterey Park, the City of Pasadena, the City of Pico Rivera, the City of Santa Monica, and the City of West Hollywood ("Plaintiffs-Intervenors") filed an Unopposed Ex Parte Application to Participate in July 10 TRO Hearing. ECF No. 63. The Court granted the ex parte application the same day. ECF No. 69.

On July 8, 2025, the Plaintiffs-Intervenors filed a Motion to Intervene, which remains pending. ECF No. 61. On July 10, 2025, the Court held a hearing on both TROs.

[8] The Access/Detention TRO is filed against Defendants Noem, Lyons, Santacruz Jr. *See* Access/Detention TRO at 1 n.1.

II. Applicable Law

The preliminary injunction and temporary restraining order standards are "substantially identical." *Stuhlbarg Int'l Sales Co. v. John D. Brush & Co.*, 240 F.3d 832, 839 n.7 (9th Cir. 2001). Accordingly, the Court will outline the governing law for granting a preliminary injunction. A preliminary injunction is an extraordinary remedy never awarded as of right. *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008). "A plaintiff seeking a preliminary injunction must establish that [it] is likely to succeed on the merits, that [it] is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in [its] favor, and that an injunction is in the public interest." *Id.* at 20 ("*Winter* Test").

The Ninth Circuit also recognizes a "serious questions" variation of the *Winter* Test. *See All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011). Under this variation, "a preliminary injunction is proper if there are serious questions going to the merits; there is a likelihood of irreparable injury to the plaintiff; the balance of the hardships tips sharply in favor of plaintiff; and injunction is in the public interest." *Lopez v. Brewer*, 680 F.3d 1068, 1072 (9th Cir. 2012).

A preliminary injunction is "an extraordinary and drastic remedy" and "should not be granted unless the movant, *by clear showing*, carries the burden of persuasion." *Id.* at 1072 (emphasis in original) (quotations omitted). At this stage, the Court is only determining whether Plaintiffs have met their burden for a preliminary injunction. *See Los Angeles Mem'l Coliseum Comm'n v. Nat'l Football League*, 634 F.2d 1197, 1200 (9th Cir. 1980). **Accordingly, this Order is not a final decision on the merits of any claim, nor is it a decision on the merits of the factual assertions either party made in support of any claim.**

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EX PARTE APPLICATIONS

I. Applicable Law

"[C]ircumstances justifying the issuance of an ex parte order are extremely limited." *Reno Air Racing Ass'n., Inc. v. McCord*, 452 F.3d 1126, 1131 (quoting *Granny Goose Foods, Inc. v. Teamsters*, 415 U.S. 423, 438–39 (1974)). "Consistent with [the Supreme Court's] overriding concern, courts have recognized very few circumstances justifying the issuance of an ex parte TRO." *Id.* (discussing parties' failure to provide notice under Fed. R. Civ. P. 65(b)).

In this District, ex parte applications are solely for extraordinary relief and are rarely justified. *Mission Power Eng'g Co. v. Cont'l Cas. Co.*, 883 F. Supp. 488, 490 (C.D. Cal. 1995). A party filing an ex parte application must support its request for emergency relief with "evidence . . . that the moving party's case will be irreparably prejudiced if the underlying motion is heard according to regularly noticed motion procedures," and a showing "that the moving party is without fault in creating the crisis that requires ex parte relief, or that the crisis occurred as a result of excusable neglect." *Id.* at 492. "Ex Parte applications are not intended to save the day for parties who have failed to present requests when they should have." *Id.* at 493 (internal quotation marks omitted).

This Court's operative Civil Standing Order states: "Counsel are reminded that ex parte applications are solely for extraordinary relief. Applications that do not meet the requirements set forth in Local Rule 7-19 will not be considered. Sanctions may be imposed for misuse of ex parte applications." Civil Standing Order § XII.

II. Discussion

Defendants argue that Plaintiffs cannot establish that they are entitled to seek the instant TRO on an ex parte basis because (1) they delayed filing the 1AC and the two TROs that are before this Court by over a month, and (2) they elected not to file a new case but instead joined a "largely mooted" small habeas petition. ECF No. 70 at 6–7. Defendants further argue that Plaintiffs have not

satisfied the *Mission Power* standard.[9] *See id.* at 6; ECF No. 71 at 6 ("[Plaintiffs'] application does not even mention [the *Mission Power*] threshold legal standard, which they do not meet."). Plaintiffs have shown that they are entitled to seek relief on an ex parte basis under *Mission Power*.

The Court finds that Plaintiffs acted expeditiously in this case. It is undisputed that the events underlying this action started in early June 2025 and that Plaintiffs filed the 1AC on July 2, 2025. Defendants contend that this month-long delay should be construed against Plaintiffs, but provide no authority holding that a month is an unacceptable amount of time for purposes of ex parte applications. *See generally* ECF No. 70 at 6. Rather, the Court finds that a month is a reasonable amount of time for Plaintiffs to prepare a class action complaint alongside the instant TROs in this case, especially considering that Plaintiffs would have needed just as much, if not more, time to intake, investigate, request a summons, and complete service if they decided to file a new case. Similarly, Defendants provide no authority holding that the "highly anomalous procedural status" of a case should be grounds to deny an ex parte application. *See generally id.* at 7. Rather, considering the totality of the circumstances—in particular, the alleged ongoing denial of access to counsel that continued at least until the filing of the instant TRO, *see* ECF No. 38-9 ("Salas Declaration" or "Salas Decl.") ¶ 33 ("To date [July 2, 2025], access to detainees at B-18 has been sporadic and ineffective."); ECF No. 38-11 ("Toczylowski Declaration" or "Toczylowski Decl.") ¶¶ 51–52 (testifying that the access to counsel issue persists today based on an ImmDef attorney's failure to have a confidential conversation with a client on June 27, 2025)—the Court finds that Plaintiffs acted swiftly to file the 1AC and the instant TROs.

As Plaintiffs also note, there is no binding authority indicating that a party seeking a TRO must meet the *Mission Power* standard in addition to the TRO standard and the requirements of Rule

[9] During the hearing, Defendants additionally argued that the ex parte nature of these TROs is inappropriate because it gave too little time for them to review and collect evidence. But the Court is not persuaded. As the Court will note later, Defendants did not provide even the documents related to the named individual plaintiffs, such as the *three* Petitioner-Plaintiffs, in support of their Oppositions. The only post-detention record related to the Petitioner-Plaintiffs, ECF No. 81-1 at 8–12 (Form I-213, Record of Deportable/Inadmissible Alien), was provided by Plaintiffs, not Defendants, despite the record having been prepared by the DHS.

65.[10] And even if they did, in light of the exigent circumstances alleged in the 1AC and the TROs and the relatively expeditious manner in which Plaintiffs appear to have proceeded, the Court finds that the *Mission Power* standard has been met.

As such, the Court proceeds to evaluating the merits of the TROs.

THE ACCESS/DETENTION TRO [ECF NO. 38]

I. Discussion

A. The Access/Detention Plaintiffs Have Shown that They Have Standing.

The Access/Detention Plaintiffs assert that they have standing because Defendants have impeded their "ability to engage in the representation of immigrants and refugees that is at the core of their founding mission." *See* ECF No. 38 at 11 (collecting cases). Defendants respond that the Access/Detention Plaintiffs have not established standing. *See* ECF No. 70 at 10–15. The Court finds that the Access/Detention Plaintiffs have standing.

To establish standing, a plaintiff must show first that they have suffered an "injury in fact – an invasion of a legally protected interest which is (a) concrete and particularized . . . and (b) actual or imminent, not conjectural or hypothetical[.]" *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992) (internal quotation marks omitted). The plaintiff must then show causation and redressability. *Id.* at 560–61.

Where it is alleged that a defendant's conduct has "perceptibly impaired" an organization's "ability to provide counseling and referral services" for indigent population, "there can be no question that the organization has suffered injury in fact." *Havens Realty Corp. v. Coleman*, 455 U.S. 363, 379 (1982); *FDA v. All. for Hippocratic Med.*, 602 U.S. 367, 395 (explaining that in

[10] Although it is true that this Court has relied on *Mission Power* in its past orders on ex parte applications, it has done so as persuasive authority to provide the context in which the Court has made its rulings—that is, the parties seeking ex parte applications generally have not shown that a regularly noticed motion is insufficient and that they are not at fault for creating the crisis that requires an ex parte relief. The standard the Court has applied—including Rule 65—accomplishes essentially the same purpose here. Considering the totality of circumstances before this Court and the members of this District allegedly face, the Court finds that Plaintiffs' failure to make explicit arguments based on *Mission Power* is of no moment for purposes of these TROs.

Havens Realty, "[the defendant's] action directly affected and interfered with [the plaintiff organization's] core business activities").[11]

The Court finds that the Access/Detention Plaintiffs have established an injury in fact. Specifically, the Court first finds that Plaintiffs have sufficiently shown that the Access/Detention Plaintiffs' missions are to provide legal representation and counsel to immigrants, such as the detainees at B-18. CHIRLA was founded to "advance the human and civil rights of immigrants and refugees" and that it has become "one of the largest and most effective advocates for immigrant rights, organizing, educating and defending immigrants and refugees in the streets, in the courts, and in the halls of power." 1AC at ¶ 19. Its staff includes "attorneys and Department of Justice (DOJ) accredited representatives who provide pro bono legal services to clients in removal proceedings, including those who are detained." *Id.* Similarly, ImmDef is a nonprofit organization that "focuse[s] on ensuring that every immigrant before the immigration court had a lawyer by their side." *Id.* at ¶ 20. ImmDef has "expanded its mission beyond helping individuals facing deportation to also work towards systemic changes" and providing "deportation defense, legal representation, legal education, and social services to detained and non-detained children and adults." *Id.* These allegations are supported by the testimony of Angelica Salas, the Executive Director of CHIRLA, and Lindsay Toczylowski, the President and Chief Executive Officer of ImmDef. Salas Decl. ¶¶ 2, 3; Toczylowski Decl. ¶ 2. Defendants have not presented any evidence to seriously dispute this.[12]

The Court further finds that Plaintiffs have adequately shown the Access/Detention Plaintiffs' missions have been frustrated by Defendants' actions. In particular, Toczylowski represents that multiple ImmDef attorneys were unable to provide legal counsel to—let alone meet with—clients. *See id.* ¶¶ 5–14 (on June 6, 2025, ImmDef attorneys could not enter B-18; although two attorneys were eventually permitted to enter, they were unable to meet with any clients), 18–19 (on June 7, 2025, ImmDef attorneys attempted to yell legal advice to the detainees who were being

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[11] In light of the holding in *Alliance for Hippocratic Medicine*, albeit in a different "context" than *Havens Realty*, the Court finds Defendants' warning that *Havens Realty* should not apply here unavailing. *See* ECF No. 70 at 10 n.7.

[12] Instead, they say without support that "organizational Plaintiffs are publicly dedicated to preventing and obstructing federal immigration enforcement." ECF No. 71 at 10.

transported by vans, but the guards added partitions to obstruct the attorneys' view of the vans and began to honk "whenever the attorneys spoke"), 23–24 (on June 8, 2025, a handwritten sign was on the door of the facility, reading, "Attorney/Family Visit Temporary Cancelled Today," without further explanation), 25–31 (ImmDef attorneys were unable to meet with clients the following week); *see also* ECF No. 82-6 ("Toczylowski Supp. Decl.") ¶ 8 (on July 8, 2025, an ImmDef attorney was unable to meet with a person referred to ImmDef). Salas similarly testifies that CHIRLA attorneys and representatives were denied access to the detainees at B-18. *See* Salas Decl. ¶¶ 12–15 (denied access on June 6, 2025), 16–23 (denied access on June 7, 2025), 32–36 ("To date, access to detainees at B-18 has been sporadic and ineffective. CHIRLA attorneys, representatives, and members are not given adequate information to locate clients and family members. CHIRLA attorneys and representatives have not been able to provide legal advice or representation to detainees at B-18 . . . ."); *see also* ECF No. 82-5 ("Thompson-Lleras Supp. Decl.) ¶¶ 13–15 (CHIRLA attorney was not able to meet with detainees on July 8, 2025). Toczylowski and Salas further testify that the attorneys were sprayed with "an unknown chemical agent" that caused "everyone to cough and inflicted a burning sensation in the eyes, nose, and throat." *Id.* ¶¶ 17–24; Toczylowski Decl. ¶¶ 21, 24. This testimony aligns with the allegations of the 1AC regarding denied access to counsel. *See* 1AC ¶¶ 81– 92. Again, Defendants do not present evidence controverting this in any meaningful way; they merely attempt to minimize the impact of these facts or characterize them as limited to a short period of time justified by nearby civil unrest.[13]

[13] During the hearing, Defendants contended that because normal operations at B-18 have resumed, there is no likelihood that the Access/Detention Plaintiffs would again be sprayed or honked at. This argument misses the point. At issue are the denial of access to counsel and interference with the Access/Detention Plaintiffs' core missions, not that the attorneys were sprayed or honked at (although one would hope not to be sprayed or honked at during the course of their job). That there is no likelihood of spraying and honking does not eliminate the likelihood that the Access/Detention Plaintiffs' missions will continue to be interrupted, especially in light of the evidence submitted alongside the Reply that the attorneys were still denied access as of July 9, 2025. *See* Toczylowski Supp. Decl. ¶¶ 15 (an attorney could not speak with a detainee), 16 (the private rooms at B-18 was not accessible).

Considering that the denial of access issue persists despite there being no protests of similar scale, the Court also finds Defendants' arguments based on *Clapper v. Amnesty Int'l USA*, 568 U.S. 398 (2013)—that Plaintiffs rely on a highly attenuated chain of events—fall flat.

Based on these allegations and supporting testimony, the Court finds that the Access/Detention Plaintiffs have sufficiently established that their missions of providing legal representation to immigrants, such as those allegedly detained at B-18, have been frustrated by Defendants' actions. Further, insofar as the Access/Detention Plaintiffs were not able to meaningfully meet with the detainees at B-18 as of the filing of this TRO and even afterwards, the Court finds that they have alleged "continuing, present adverse effects" *and* a "sufficient likelihood that [they] will again be wronged in a similar way" for purposes of standing.[14] *See City of Los Angeles v. Lyons*, 461 U.S. 95, 102–03 (1983).

Having found that the Access/Detention Plaintiffs have established injury in fact, the Court also finds that they have sufficiently alleged causation (i.e., Defendants denied access, including by not permitting entry, blocking the attorneys' vision with vans, honking, and spraying chemicals) and redressability (i.e., the instant TRO seeks restoration of opportunities to meet with detainees to resume the Access/Detention Plaintiffs' core missions).

The Court also finds that CHIRLA has associational standing. An organization has standing to bring suit on its members' behalf if (1) its members would otherwise have standing to sue in their own right, (2) the interests it seeks to protect are germane to the organization's purpose, and (3) neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit. *Hunt v. Wash. State Apple Advert. Comm'n*, 432 U.S. 333, 343 (1977). Here, the evidence presented shows that the members of CHIRLA satisfy Article III standing on their own in light of their reasonable fear of imminent detention without access to counsel. 1AC ¶ 189; *see* Salas Decl. ¶¶ 24–31 (testifying that CHIRLA's individual members are fearful of being stopped, arrested, detained, and deported). The Court has already found that the Access/Detention Plaintiffs' core missions are being interrupted. Considering the ability of the Access/Detention Plaintiffs to litigate this matter (investigating and collecting evidence, preparing and presenting briefs and arguments),

[14] As such, the Court finds Defendants' repeated arguments that the Access/Detention Plaintiffs failed to show actual or future injury to themselves unavailing. *See* ECF No. 70 at 9 ("Plaintiffs have presented no evidence that any alleged misconduct will occur in the future."), 11 ("Here, at bottom, Plaintiffs lack standing to pursue claims based on injuries they are unlikely to experience in the future.").

the Court finds that neither the claim asserted nor the relief sought requires individual members' participation. As such, the Court finds that CHIRLA also has associational standing.[15]

Defendants' arguments against the Access/Detention Plaintiffs are not persuasive. They argue that the Access/Detention Plaintiffs failed to identify any "statute or regulations that confers on them 'legally cognizable interests' to pursue their mission in representing unidentified individuals currently held at B-18," ECF No. 70 at 12 (citing *Spokeo Inc. v. Robins*, 578 U.S. 330, 341 (2016)), but *Spokeo* does not require such a showing. Rather, as Defendants quote, the Supreme Court in *Spokeo* held that "Article III standing requires a *concrete injury* even in the context of a statutory violation"—that is, a plaintiff must satisfy the injury in fact element to establish Article III standing, which this Court has already found that the Access/Detention Plaintiffs have done. *Id*. Moreover, the Court finds Defendants' argument that the Access/Detention Plaintiffs are merely concerned about loss of "prospective clients" to be based on a misreading of the TRO. *See* ECF No. 70 at 12. Rather, as the allegations and the evidence identified above show, the Court finds that the Access/Detention Plaintiffs are asserting injury in fact based on the alleged interference with their ability to carry on their core missions, which is to provide legal services to immigrants and refugees; finding "new clients" is a mischaracterization and improperly focuses on a tangential issue at best. *See* 1AC at ¶¶ 19, 20; Salas Decl. ¶¶ 2, 3; Toczylowski Decl. ¶ 2. Defendants also argue that the Access/Detention Plaintiffs cannot establish "next friend standing," but as the Court has already found that they have shown organizational standing under *Havens Realty* as well as associational standing, there is no need to evaluate this argument. *See* ECF No. 70 at 13–15.

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[15] Defendants argue that the Access/Detention Plaintiffs need to assert their own "liberty interest" independent of their members' liberty interest. *See* ECF No. 70 at 18 (quoting *Erickson v. U.S. ex rel. Dep't. of Health and Human Servs*., 67 F.3d 858, 861 (9th Cir. 1995)). But this argument appears to be based on the assumption that the Access/Detention Plaintiffs lack standing to sue on their members' behalf. Because the Court has found that they have associational standing, and Defendants do not provide binding authority holding that an organization that has associational standing needs to have its own, independent liberty interest, the Court finds this argument unavailing.

Even assuming that the Access/Detention Plaintiffs are required to show that they have independent liberty interest and could not show it, the Court finds that under the "sliding scale" approach the Ninth Circuit applies to TROs, the evidence submitted show such "serious questions going to the merits" that the requested relief is warranted. *See Lopez*, 680 F.3d at 1072.

In sum, the Court finds that the Access/Detention Plaintiffs have established standing for this action.

B. The Access/Detention Plaintiffs Have Established that They Are Likely to Succeed on the Merits.

The Access/Detention Plaintiffs argue that they are likely to succeed on their Fifth Amendment-based causes of action. In particular, they argue that Defendants "have obstructed established attorney-client relationship and prevented CHIRLA and ImmDef attorneys from providing legal advice to B-18 detainees." *See id.* at 9–10. They also argue that Defendants prevented the organizations' "prospective clients from accessing CHIRLA's and ImmDef's legal services as well" and that "the lack of contact with the outside world . . . raises the concern that Defendants are holding detainees at B-18 incommunicado, which also violates the Fifth Amendment." *Id.* at 10–11. The Access/Detention Plaintiffs have also alleged and submitted testimony that their members have a fear of being detained. *See* 1AC ¶ 189. Defendants respond that the restrictions on the Access/Detention Plaintiffs' communication with current and prospective clients were not punitive or excessive, and that there is no showing of a liberty interest, ECF No. 70 at 18, or error or prejudice, *id.* at 19. The Court finds that the Access/Detention Plaintiffs have established likelihood of success on the merits on the Violation of the Fifth Amendment claim.

"Rooted in the Due Process Clause . . . , noncitizens have the right to counsel in removal proceedings[.]" *Usubakunov v. Garland*, 16 F.4th 1299, 1303 (9th Cir. 2021); *see Biwot v. Gonzales*, 403 F.3d 1094, 1098 (9th Cir. 2005) ("The right to counsel in immigration proceedings is rooted in the [Fifth Amendment] Due Process Clause[.]"); *Orantes-Hernandez v. Thornburgh*, 919 F.2d 549, 554, 565 (9th Cir. 1990) (recognizing that "aliens have a due process right to obtain counsel of their choice at their own expense," and affirming injunction against government practices "the cumulative effect of which was to prevent aliens from contacting counsel and receiving any legal advice," including the practice of denying visits with counsel); *Colmenar v. INS*, 210 F.3d 967, 971 (9th Cir. 2000) ("The Fifth Amendment guarantees due process in deportation proceedings. . . . As a result, an alien who faces deportation is entitled to a full and fair hearing of his claims and a reasonable opportunity to present evidence on his behalf."). Consequently, immigrants are entitled to "a

reasonable time to locate counsel, and permit counsel to prepare for [immigration] hearing." *Rios-Berrios v. INS*, 776 F.2d 859, 863 (9th Cir. 1985). The government cannot impose restrictions on access to counsel that undermine the immigrant's opportunity to obtain one. *See Orantes-Hernandez*, 919 F.2d at 554, 565 (construing the government's failure to provide an accurate legal services list as "prevent[ing] aliens from contacting counsel and receiving any legal advice"). Such impediments to "an established, on-going attorney-client relationship" constitute a "constitutional deprivation." *See Comm. of Cent. Am. Refugees v. INS*, 795 F.2d 1434, 1439 (9th Cir. 1986).

CHIRLA has members who this Court finds "reasonably fear being subject to the stop and arrest practices challenged in this case and *subsequent detention at B-18*." 1AC ¶ 189 (emphasis added); *see* Salas Decl. ¶¶ 24–31 (testifying that CHIRLA's individual members are fearful of being stopped, arrested, detained, and deported). In light of the allegations and declaration testimony regarding the ongoing denial of access to counsel and the evidence submitted in support thereof, the Court finds that fear of being detained without access to counsel among the members of CHIRLA in the absence of the requested TRO is well-grounded on the facts of this case and therefore reasonable. And insofar as denial of access to counsel may constitute a violation of CHIRLA's members' Fifth Amendment rights, the Court finds that Access/Detention Plaintiffs have demonstrated the likelihood of success on the merits for the fifth cause of action.

The same is true of ImmDef. As another court in this district recently found, standing and likelihood of success may be found where an organization alleges "ongoing or potential relationships with" individual plaintiffs or proposed class. *Immigrant Defenders Law Ctr. v. Noem*, No. CV 20-9893 JGB (SHKx), 2025 WL 1172442, *21, *22 (C.D. Cal. April 16, 2025). Here, the Toczylowski Declaration presents ample anecdotal evidence that ImmDef attorneys have been unable to meet with the detainees at B-18. *See generally* Toczylowski Decl. (recounting repeated failed attempts to meet with the detainees). Moreover, the Court finds that Defendants' arguments that any restrictions on counsel are "not punitive or excessive" are based on the misreading of the TRO and the evidence submitted in support thereof. For instance, contrary to Defendants' argument that there is no evidence of "recurring misconduct," the Access/Detention Plaintiffs' declaration evidence shows

that the attorneys were denied (meaningful) access as recently as July 8, 2025.[16] *See* Salas Decl. ¶ 33; Toczylowski Decl. ¶ 51–53 (an attorney was denied access on June 27, 2025, because she did not have her "bar card"); Toczylowski Supp. Decl. ¶ 9 ("Another attorney who was at B-18 [on July 8, 2025] to visit a client that same day was unable to do so because her potential client had also been transferred."); Thompson-Lleras Supp. Decl. ¶¶ 13–15 (on July 8, 2025, CHIRLA attorney was unable to meet with three detainees). Similarly, Defendants' recount of what happened on various dates in June are not consistent with what the evidence shows. For example, Defendants argue that on June 6, 2025, "one employee [who was told by a different attorney that B-18 was full] was never denied entry," ECF No. 70 at 4, but the TRO and the underlying Salas Declaration show that the attorney was indeed denied access, Salas Decl. ¶¶ 13–15 (CHIRLA employee was not allowed into B-18). Further, based on the events on June 7, 2025, Defendants argue that the Access/Detention Plaintiffs do not allege that any of the detainees are their clients, but the evidence shows that the attorneys could not have had a clear view of the "group" of detainees who were being transported because the agents blocked them with vans. *See* Salas Decl. ¶ 19 ("Several unmarked vans were also parked inside the garage in such a way as to obstruct the view through the garage gates of detainees being walked through and loaded into vehicles."); ECF No. 70 at 4 (omitting Salas's testimony of obstructed view). Most telling, Defendants argue that a chemical was sprayed "about the same time that law enforcement was attempting to clear a large protest from an adjacent building," *id.* at 5 n.2, but the news article in support of this argument shows the date of July 8, 2025, whereas the spray incident occurred the previous day, *see* Salas Decl. ¶ 20 (testifying that "federal agents sprayed an unknown chemical irritant" on July 7, 2025).

[16] At the hearing, Defendants argued that because the normal operations at B-18 resumed as of June 24, 2025, the Access/Detention Plaintiffs cannot show that the denial of access issue will reoccur. But the evidence before the Court shows that the harm persists.

Defendants also argued that detainees often provide false names, which contributes to the attorney's inability to meet their clients or prospective clients. But Defendants provide no evidence with regard to the frequency or severity of this false-name issue. As such, the Court finds this argument unconvincing.

Such misreading of the evidence,[17] coupled with the effect on the Access/Detention Plaintiffs and their members (even if the limitations were "responsive to the volatile situation at hand," ECF No. 70 at 18), compels this Court to conclude that Defendants' conduct—even if not necessarily intended to be so—was punitive and had the effect of unlawfully "prevent[ing] aliens from contacting counsel and receiving any legal advice." *See Block v. Rutherford*, 468 U.S. 576, 583–84 (1984); *Orantes-Hernandez*, 919 F.2d at 565. And it was not rationally related to any legitimate purpose as even when there were "no protests happening," B-18 was not accessible to attorneys.[18] Toczylowski Decl. ¶¶ 30–31 (visit on June 16, 2025).

As such, the Court finds the first *Winter* factor weighs in favor of granting this TRO.

In addition, the injunctive relief requested is tailored to the specific harms identified. *See Melendres v. Arpaio*, 784 F.3d 1254, 1265 (9th Cir. 2015). The Access/Detention Plaintiffs merely ask for the same access to legal visitation and confidential telephone calls at B18 as at other locations. Although Defendants argue that the requested TRO is overbroad, ECF No. 82 at 21, the Court finds that restoring visitations and permitting confidential telephone calls are sufficiently narrow and "necessary to give prevailing party the relief to which they are entitled." *E. Bay Sanctuary Covenant*, 993 F.3d at 680. Contrary to the Defendants' opposition, *Schmidt* does not stand for the proposition that it is improper to craft an injunction requiring adherence to existing law.

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[17] The Court notes that Defendants miss the point on the telephones. It appears to the Court that in addition to lack of access to the telephones at B-18, the Access/Detention Plaintiffs' concern is over the lack of *confidential* telephone conversations. *See* ECF No. 38-1 at 2 (Proposed Order for the Access/Detention TRO, seeking Defendants to provide "confidential telephone calls with attorneys . . . ."). Moreover, although Defendants argued at the hearing that there are attorney rooms at B-18 such that attorneys and their clients can have confidential conversations, where an attorney is denied access to B-18 (as alleged and shown here) or denied access to a client even when they are permitted to enter B-18 (*see* Toczylowski Supp. Decl. ¶ 15 (ImmDef attorney was "told that she could not speak to the individual because she did not have the individual's A number"), the existence of these rooms are a moot point. Furthermore, there is evidence that the private rooms are insufficient or unavailable. Toczylowski Supp. Decl. ¶ 16 ("[ImmDef attorneys] noted that they could still hear officers clearly from the rooms. One attorney was prevented from using a room at all because she did not have a bar card. When she tried explaining to the officer that she did not have a bar card because she was barred in a state that did not provide them and offered to show him her letter of good standing, he still refused to give her access to a private room."). Defendants did not dispute this evidence during the hearing, except by repeating that there are private rooms at B-18.

[18] At the hearing, Defendants asserted that if "riots" resumed and the requested TRO was in place, they would not be able to protect their employees and the detainees at B-18. But granting access to counsel is not the same as granting unrestricted access to the public. Similarly, permitting confidential telephone attorney-client calls is not the same as granting physical access into B-18. As such, the argument fails.

ECF No. 71 at 9; *Schmidt v. Lessard*, 414 U.S. 473 (1974). In *Schmidt*, the injunction—such as it was—merely advised the defendants in these terms: "not to enforce 'the present Wisconsin scheme'" against class members. 414 U.S. at 476. This is a far cry from the specific provisions of the requested TRO here. Further, given that the requested TRO is limited to this one basement facility, the Court finds Defendants' concern over a "universal injunction" unwarranted. *See* ECF No. 38-1 at 2 (seeking visitations and confidential telephone calls at B-18).

At the hearing, Defendants did raise a legitimate concern about the need to make adjustments to access in exigent circumstances, which the Court has accommodated in its order.

C. The Access/Detention Plaintiffs Have Established that They Will Suffer Irreparable Harm.

The Access/Detention Plaintiffs argue that they have shown that they will suffer irreparable harm. ECF No. 38 at 11–12. The Court finds that they have done so.

Government action that frustrates an organization's core missions gives rise to irreparable harm. *See E. Bay Sanctuary Covenant v. Biden*, 993 F.3d 640, 677–78 (9th Cir. 2021) (finding irreparable harm where governmental action prompted organizations "to change their core missions"). Expediency in applying for a preliminary injunction (or a TRO) suggests "urgency and impending irreparable harm." *Id.* at 678; *California v. Azar*, 911 F.3d 558, 581 (9th Cir. 2018) ("That the [state government plaintiffs] filed an action following [the federal government defendants' action] also weighs in their favor.").

The Court finds that the Access/Detention Plaintiffs' missions will be—and have been—frustrated by Defendants' actions for the same reasons that the Court has found that they established their standing. *See* Section I.A, *supra*.

Considering the fear of being separated from their families as a result of the enforcement actions taken by Defendants, the Court finds that CHIRLA's members are at an imminent risk of irreparable harm. *See Washington v. Trump*, 847 F.3d 1151, 1169 (9th Cir. 2017) (finding "separated families" a "substantial," even "irreparable," injury).

The Court finds that the alleged irreparable harm is also imminent. The Court finds that Plaintiffs have been expedient in filing this action (June 20, 2025), the 1AC (July 2, 2025), and the

instant TRO (July 2, 2025). This supports a finding of imminent irreparable harm. *See E. Bay Sanctuary Covenant*, 993 F.3d at 678; *Azar*, 911 F.3d at 581. Moreover, that the above-described events at B-18 took place only slightly more than one month ago supports the Court's finding of imminence.

In sum, because the Access/Detention Plaintiffs have shown that their core missions have been frustrated by Defendants, that CHIRLA's members will suffer irreparable harm if subjected to detention without meaningful access to counsel, and that they have acted expeditiously and without delay in seeking the TRO, the Court finds that the second *Winter* factor weighs in their favor.

D. The Access/Detention Plaintiffs Have Established that the Balance of Equities Tips in Their Favor.

The Access/Detention Plaintiffs argue that the balance of equities tips in their favor because the requested TRO "merely requires Defendants to comply with a well-established due process right of access to counsel by providing individuals detained at B-18 with the same access that the government already affords those held at immigration detention facilities." ECF No. 38 at 12–13 (emphasizing that the requested TRO "is the same legal visiting schedule that the government agreed to" in *Julio Castellano et al v. Janet Napolitano et al*, Case No. 2:09-cv-02281-PA-VBK (C.D. Cal. April 1, 2009)). They further argue that the cost to Defendants would be far outweighed by the harm to constitutional rights in the absence of an injunction. *Id.* at 13 (quoting *Hernandez v. Sessions*, 872 F.3d 976, 995 (9th Cir. 2017)). Defendants provide no response on this point. The Court finds that the balance of equities tips in the Access/Detention Plaintiffs' favor.

The Court finds that Defendants' National Detention Standards already provide that detainees at their immigration facilities are entitled to "legal visitation seven days a week, including holidays. [Facilities] shall permit legal visits for a minimum of eight hours per day on regular business days, and a minimum of four hours per day on weekends and holidays." U.S. Immigration and Customs Enforcement, National Detention Standards at 166 (2025).[19] Similarly, ICE permits legal visitations at "non-dedicated facilities," such as "facilities that house both inmates and [ICE]

[19] The Standards may be found at https://www.ice.gov/doclib/detention-standards/2025/nds2025.pdf.

detainees," under the same schedule. U.S. Immigration and Customs Enforcement, Non-Dedicated Intergovernmental Service Agreement Standards at 11 (2025) ("[T]he Service Provider [county and local government partners] shall permit legal visits seven days per week, for at least eight hours per day on weekdays and four hours per day on weekends and holidays.").[20] Because it appears that Defendants already provide the same visitation schedule to ICE detainees at their facilities, the Court finds that any prejudice to Defendants, e.g., cost of implementing the visitation schedule for B-18 detainees, would be minimal. Further, in light of the harm that has been (and likely to be) imposed on the Access/Detention Plaintiffs in that their missions have been obstructed by denied legal visitations, the Court finds that the balance of equities tips in the Access/Detention Plaintiffs' favor.

In sum, the third *Winter* factor weighs in favor of granting the TRO.

E. The Access/Detention Plaintiffs Have Established that the Temporary Restraining Order is in the Public Interest.

The Access/Detention Plaintiffs argue that public interest "heavily favors" them because the requested injunction would "ensure that Defendants' conduct complies with the law." ECF No. 38 at 13. Defendants respond that the government has a legitimate and significant interest in ensuring that immigration laws are enforced. ECF No. 70 at 20. The Court finds that the Access/Detention Plaintiffs have made their required showing.

"Generally, public interest concerns are implicated when a constitutional right has been violated, because all citizens have a stake in upholding the Constitution." *Preminger v. Principi*, 422 F.3d 815, 826 (9th Cir. 2005).

Violation of the Fifth Amendment raises public interest concerns, not only for those who are currently detained, but also for those who may be arrested and/or detained in the future. *See* Section I.B, *supra* (collecting cases regarding immigrants' right to counsel). Although the instant TRO was filed by the Access/Detention Plaintiffs, the Court finds that the risk imposed on their core mission and on CHIRLA's members as well as the general public warrants finding that the requested TRO is in the public interest. *See also Preminger*, 422 F.3d at 826 ("The public interest inquiry primarily

[20] The Non-Dedicated Intergovernmental Service Agreement Standards may be found at https://www.ice.gov/doclib/detention-standards/2025/ndids2025.pdf.

addresses [the] impact on non-parties rather than parties.") (citation omitted). Moreover, although it is true that the government has an interest in enforcing immigration laws, Defendants make no showing that immigration enforcement cannot be conducted without undermining the rights afforded to immigrants under the Fifth Amendment. *See generally* ECF No. 70 at 20. As the Ninth Circuit said in a case concerning alleged Fourth Amendment violations by another law enforcement agency, requiring law enforcement to comply with the Constitution does not prevent law enforcement from enforcing the law. *Easyriders Freedom F.I.G.H.T. v. Hannigan*, 92 F.3d 1486, 1502 (9th Cir. 1996). As such, the fourth *Winter* factor weighs in the Access/Detention Plaintiffs' favor.

In sum, the Court finds that all four *Winter* factors supporting granting the requested TRO.

F. The Court Does Not Find a Bond Warranted.

"The court may issue a preliminary injunction or a temporary restraining order only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained." Fed. R. Civ. P. 65(c). "Rule 65(c) invests the district court with discretion as to the amount of security required, *if any.*" *Johnson v. Couturier*, 572 F.3d 1067, 1086 (9th Cir. 2009) (emphasis in original; cleaned up). "[T]he district court may dispense with the filing of a bond when it concludes there is no realistic likelihood of harm to the defendant from enjoining his or her conduct." *Id.*

As the Court has found above, the requested TRO is identical to what Defendants already provide to other detainees at their facilities. *See* Section I.D, *supra*. The Court finds that there is no realistic likelihood of harm to Defendants from requiring them to permit legal visitations in a manner consistent with their existing schedules. As such, the Court concludes that there is no need for a bond. *See* ECF No. 70 at 20–21 (requesting bond without specific amount).[21]

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[21] Defendants rely on the Supreme Court's recent holding that district courts do not have equitable power to issue a "universal injunction." *See* ECF No. 70 at 21. Because the requested injunction is only District-wide and not nationwide, the Court finds Defendants' concerns unavailing.

THE STOP/ARREST TRO [ECF NO. 45]

I. Discussion

A. This Court Has Jurisdiction.

Similar to the arguments they raised in *United Farm Workers v. Noem*, No. 1:25-cv-00246 JLT CDB (E.D. Cal. April 29, 2025), Defendants contend here that this Court lacks jurisdiction under 8 U.S.C. §§ 1252(a)(5) and (b)(9). ECF No. 71 at 14. Defendants additionally assert that 8 U.S.C. § 1252(g) bars this Court from considering Plaintiffs' claims. *Id.* at 15. Although Defendants raise these arguments under the first *Winter* factor, the Court will address this issue first, as jurisdiction is a "threshold matter." *See Steel Co. v. Citizens for Better Environment*, 523 U.S. 83, 94-95 (1998) ("The requirement that jurisdiction be established as a threshold matter springs from the nature and limits of the judicial power of the United States") (cleaned up); *see also Garland v. Gonzalez*, 596 U.S. 543, 548 (2022) (the "threshold question" was "whether the District Courts had jurisdiction to entertain respondents' requests for class-wide injunctive relief").

The Immigration and Nationality Act ("INA") sets forth jurisdictional limitations in Section 1252, entitled "Judicial review of orders of removal." *See* 8 U.S.C. § 1252. Pursuant to Section 1252(a)(5), "a petition for review filed with an appropriate court of appeals in accordance with this section shall be the sole and exclusive means for judicial review of an order of removal entered or issued under any provision of [the] Act . . . ." 8 U.S.C. § 1252(a)(5). In addition, Section 1252(b)(9) indicates: "Judicial review of all questions of law and fact, including interpretation and application of constitutional and statutory provisions, arising from any action taken or proceeding brought to remove an alien from the United States under this subchapter shall be available only in judicial review of a final [removal] order under this section." 8 U.S.C. § 1252(b)(9).

This Court rejects Defendants' arguments based upon Sections 1252(a)(5) and (b)(9). The key authority with respect to these provisions is *Jennings v. Rodriguez*, 583 U.S. 281 (2018), *Dep't of Homeland Sec. v. Regents of the Univ. of California*, 140 S. Ct. 1891, 1907 (2020), and *Gonzalez v. U.S. Immigration & Customs Enf't*, 975 F.3d 788 (9th Cir. 2020). In particular, the binding authority dictates that treating everything related to and leading up to removal proceedings as "arising from" a removal action is an incorrect reading of the relevant statutes. As the Supreme

Court held in *Jennings*, "cramming review of . . . questions [concerning inhumane detention conditions or a claim related to actions during detention] into the review of final removal orders would be absurd." 583 U.S. at 293. The same is true here. If even challenges to detention conditions are not barred, then it appears to this Court that the manner in which an individual is first arrested and detained is also not barred.[22] Similarly, the Supreme Court held that Section 1252(b)(9) is "certainly not a bar where, as here, the parties are not challenging any removal proceedings." *Regents of the Univ. of California*, 140 S. Ct. at 1907. And as the Ninth Circuit held in *J.E.F.M.*, "claims that are independent of or collateral to the removal process do not fall within the scope of § 1252(b)(9)." *J.E.F.M. v. Lynch*, 837 F.3d 1026, 1032 (9th Cir. 2016). Finally, although a motion to suppress in the context of removal proceedings was permitted in *Sanchez v. Sessions*, 904 F.3d 643 (9th Cir. 2018), *Sanchez* does not stand for the provision that all such constitutional claims may only be brought in removal proceedings. And how could they? This would mean that U.S. citizens—who Plaintiffs allege have also been unlawfully stopped, arrested, and detained—would have no venue to raise their claims. *See, e.g.*, ECF No. 45-9 ("Gavidia Declaration" or "Gavidia Decl.") (a U.S. citizen testifying that he was stopped and questioned "just because of the way I look—because I am brown, Latino"). This cannot be, and none of the authority cited by Defendants says it is.[23]

The Court similarly finds Defendants' argument based on 8 U.S.C. § 1252(g) without merit. The provision reads: "Except as provided in this section and notwithstanding any other provision of law (statutory or nonstatutory), including section 2241 of Title 28, or any other habeas corpus provision, and sections 1361 and 1651 of such title, no court shall have jurisdiction to hear any cause or claim by or on behalf of any alien arising from the decision or action by the Attorney General to commence proceedings, adjudicate cases, or execute removal orders against any alien under this chapter." 8 U.S.C. § 1252(g). The Supreme Court held that "[t]he provision applies only to three discrete actions that the Attorney General may take: her 'decision or action' to '*commence*

[22] Another district court in this Circuit came to a similar conclusion in a case raising similar facts where the defendants made similar arguments as the Defendants do here. *United Farm Workers v. Noem*, No. 1:25-cv-00246 JLT CDB (E.D. Cal. April 29, 2025), ECF No. 47

[23] *See also Hernandez v. Sessions*, 872 F.3d 976 (2017) (rejecting similar jurisdictional challenges to immigration-related claims).

proceedings, *adjudicate* cases, or *execute* removal orders.'" *Reno v. Am.-Arab Anti-Discrimination Comm.*, 525 U.S. 471, 482 (1999) (emphasis in original). Plaintiffs are not raising constitutional claims related to the Attorney General's decision or action to commence proceedings, adjudicate cases, or execute removal orders; rather, the claims here concern "issues which ripened before removal proceedings began," such as stop and detention of even those who cannot be subject to removal proceedings without reasonable suspicion. This is in contrast, for instance, from the cases cited by Defendants where the claims did arise from removal proceedings. Insofar as the instant action and the TRO seeks prohibiting Defendants from engaging or ratifying pre-removal-proceeding conduct that may violate the public's constitutional rights, the Court finds that 8 U.S.C. § 1252(g) is not a bar to this Court's jurisdiction over this action.

As such, the Court finds that the above-referenced statutes do not bar district court jurisdiction over Plaintiffs' Fourth Amendment-based claims.

B. The Requested TRO is Sufficiently Specific.

Defendants argue that the requested TRO is overbroad and insufficiently specific. ECF No. 71 at 8–9 ("[The TRO] putatively orders the government to comply with extant law."). The Stop/Arrest Plaintiffs argue that the TRO "specifies the illegal behavior to be enjoined." ECF No. 81 at 9. The Court finds that the TRO is sufficiently specific in light of the conduct at issue.

"[I]njunctive relief must be tailored to the specific harm alleged." *Melendres v. Arpaio*, 784 F.3d 1254, 1265 (9th Cir. 2015). "[A] district court has broad discretion in fashioning a remedy." *Id.*

Here, the Stop/Arrest Plaintiffs largely seek to enjoin Defendants from conducting "detentive stops without the legally required reasonable suspicion" and from solely relying on four enumerated factors alone or in combination.[24] ECF No. 81 at 9 (internal quotation marks omitted); ECF No. 45-22 at 5 (Proposed Order). In light of the allegations and the evidence submitted in support thereof, the Court finds that these forms of injunctive relief are "narrowly tailored to remedying the specific constitutional violations at issue." *See Melendres*, 784 F.3d at 1267 (affirming most of the district court's injunction order prohibiting defendants from carrying out "unconstitutional policy of

[24] The four factors are: (1) apparent race or ethnicity, (2) speaking Spanish or speaking English with an accent; (3) presence at a particular location; or (4) the type of work one does. ECF No. 45-22 at 5.

considering race as a factor in determining where to conduct patrol operations, in deciding whom to stop and investigate for civil immigration violations, and in prolonging the detentions of Latinos while their immigration status was confirmed"). It is not a mere "obey the law" injunction, and *Schmidt*—cited by Defendants—does not remotely suggest that it is, given the vagueness of the purported injunction in that case. *See* 414 U.S. at 476 ("Rather, the defendants are simply told not to enforce 'the present Wisconsin scheme' against [class members]."). Similarly, the Court finds Defendants' concern over the breadth without justification because, as Defendants concede, "any law enforcement officials within the Department of Justice" are authorized to "exercise immigration enforcement authorities." ECF No. 71 at 2. The Court concludes that the requested TRO is narrowly tailored in light of Defendants' own representation that a broad body of government officials are authorized to conduct—and *are* conducting—immigration enforcement.

As such, the Court finds that the requested TRO is sufficiently specific. The Court discusses below—after addressing likelihood of success on the merits—why the specific injunction requested is tailored to the specific harm alleged.

C. Standing is Established.

Defendants argue that (1) the organizational plaintiffs lack standing and (2) the named plaintiffs lack standing to seek relief for others. ECF No. 71 at 11–14.

"In a class action, standing is satisfied if at least one named plaintiff meets the requirements." *Bates v. United Parcel Serv., Inc.*, 511 F.3d 974, 985 (9th Cir.2007) (en banc).

The Court finds that Plaintiffs have established standing for this putative class action at this time. As the Ninth Circuit instructs, only one plaintiff needs to meet the standing requirement in a class action, and the Court finds that the individual plaintiffs here have adequately alleged facts that give rise to standing. In particular, Gavidia testifies that despite being a U.S. citizen, he was stopped, "forcefully pushed up against the metal gated fence," and questioned by individuals wearing "a green vest" and "similar vests with the words 'Border Patrol Federal Agent.'" Gavidia Decl. ¶¶ 7–11. He further testifies that "[i]t was the worst experience I have ever felt. I felt like I was going to die; in fact, one agent literally racked a chamber in his rifle. And going forward, I am disturbed and deeply concerned that federal agents will stop me and violate my rights again for the same reason"—

"based on my skin color . . . because I am brown, Latino." *Id.* ¶ 12. The Court finds that this testimony sufficiently shows that Gavidia meets the Article III standing requirements under *Lujan*: he has suffered an "invasion of a legally protected interest which is (a) concrete and particularized . . . and (b) actual or imminent, not conjectural or hypothetical[.]" 504 U.S. at 560. And insofar as Gavidia, a named plaintiff, meets this requirement, the Court concludes that Plaintiffs have standing for this putative class action.[25]

The Court also rejects Defendants' arguments based upon *Rizzo v. Goode*, 423 U.S. 362, 371 (1976) and *City of Los Angeles v. Lyons*, 461 U.S. 95, 110 (1983) that there has not been a requisite showing that the conduct complained of will recur. Those cases are wholly distinguishable. In *Rizzo*, there was no link between various incidents of police misconduct and any plan or policy or other approval or authorization of such conduct. The Stop/Arrest Plaintiffs have pointed to a plethora of statements suggesting approval or authorization pointing to a high likelihood that the conduct will continue.[26] And in *Lyons*, there was no finding that Lyons faced a real and immediate threat of being illegally choked again. Here, this Court affirmatively finds that there is a real and immediate threat that the conduct complained of will continue. Numerous individuals have been subjected to multiple stops, including Gavidia. All of the evidence adduced suggests a high likelihood of recurrent injury, as required. *See LaDuke v. Nelson*, 762 F.3d 1318, 1324 (9th Cir. 1985).

D. Preliminary Injunction is Available Even in the Absence of Class Certification.

Defendants briefly argue that absent class certification, Plaintiffs cannot seek the requested TRO. ECF No. 71 at 23. However, "[w]hile injunctive relief generally should be limited to apply only to named plaintiffs where there is no class certification . . . 'an injunction is not necessarily made overbroad by extending benefit or protection to persons other than prevailing parties in the lawsuit-even if it is not a class action-*if such breadth is necessary to give prevailing parties the relief*

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[25] As such, the Court declines to evaluate the remaining arguments about standing. *See* ECF No. 71 at 11–14.

[26] One such statement occurred just one day before the hearing. *See* Melissa Gomez et al., *Heavily Armed Immigration Agents Descend on L.A.'s MacArthur Park*, L.A. TIMES (July 7, 2025), https://www.latimes.com/california/story/2025-07-07/immigration-agents-descend-on-macarthur-park. (describing a "show of force" at MacArthur Park in Los Angeles, and discussing a statement by Defendant Bovino that "We may well go back to MacArthur Park or other places in and around Los Angeles. Illegal aliens had the opportunity to self deport, now we'll help things along a bit.").

to which they are entitled." *Easyriders*, 92 F.3d at 1502 (emphasis in original). As will be discussed below, the Court finds that the breadth of the TRO is necessary to give Plaintiffs what they are entitled to.

To be clear—to provide complete relief to the named Stop/Arrest Plaintiffs, even without considering the unnamed class members and the propriety of certifying a class—this Court must enjoin the conduct of all law enforcement engaged in immigration enforcement throughout the District. Particularly given how these enforcement actions appear to have been conducted, it would be a fantasy to expect that law enforcement could and would inquire whether a given individual was among the named Stop/Arrest Plaintiffs or the (putative) class before proceeding with a seizure. *See id.* ("Because the CHP policy regarding helmets is formulated on a statewide level, other law enforcement agencies follow the CHP's policy, and it is unlikely that law enforcement officials who were not restricted by an injunction governing their treatment of all motorcyclists would inquire before citation into whether a motorcyclist was among the named plaintiffs or a member of Easyriders, the plaintiffs would not receive the complete relief to which they are entitled without statewide application of the injunction.").

E. The Stop/Arrest Plaintiffs Have Established that They Are Likely to Succeed on the Merits.

The Stop/Arrest Plaintiffs argue that they are likely to succeed on the merits of their Fourth Amendment-based claims because they are likely to succeed in showing that (1) Defendants are conducting seizures that require at least reasonable suspicion, but (2) their seizures are not supported by reasonable suspicion. ECF No. 45 at 18–22. Defendants respond that the Stop/Arrest Plaintiffs have failed to show likelihood of success because (i) this Court lacks jurisdiction,[27] and (ii) they have not shown violation of the Fourth Amendment or 8 U.S.C. § 1357(a)(7). ECF No. 70 at 17–21. The Court finds that the Stop/Arrest Plaintiffs have sufficiently shown that they are likely to succeed on their Fourth Amendment claims.

[27] Because the Court has already found that it has jurisdiction, Section I.A, *supra*, the Court will address only the second of Defendants' arguments.

i. The Stop/Arrest Plaintiffs Are Likely to Succeed in Showing Seizures Requiring Reasonable Suspicion Have Occurred.

First, the Court finds that seizures requiring reasonable suspicion have occurred. *Id.* at 18–19.

"The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated . . . ." U.S. Const. amend. IV. "A seizure occurs when a law enforcement officer, through coercion, physical force, or a show of authority, in some way restricts the liberty of a person." *United States v. Washington*, 387 F.3d 1060, 1068 (9th Cir. 2004) (cleaned up). Generally speaking, an officer's actions rise to the level of a seizure if any one of the following occurs: "if there is a threatening presence of several officers, a display of a weapon by an officer, some physical touching of the person of the citizen, or the use of language or tone of voice indicating that compliance with the officer's request might be compelled." *United States v. Washington*, 490 F.3d 765, 771 (9th Cir. 2007) (internal quotation and citation omitted).

The Stop/Arrest Plaintiffs have provided ample evidence that seizures have occurred. The Petitioner-Plaintiffs testify that when they were waiting at a Metro stop in Pasadena on June 18, 2025, four large, unmarked, tinted cars suddenly pulled up—one crossed in front of them and stopped to their right, the others stopped to their left. ECF No. 45-1 ("Vazquez Perdomo Declaration" of "Vazquez Perdomo Decl.") ¶ 5. Men in masks with guns ran toward them. *Id.* The men grabbed Vazquez Perdomo, put his hands behind his back, and handcuffed him. *Id.* ¶ 6. Vazquez Perdomo was put into a car, still handcuffed; was driven to a nearby CVS and asked for identification; was put in chains on his feet, wrist, and hands; and eventually was taken to a detention center in Los Angeles. *Id.* ¶ 7. Osorto's and Villegas Molina's declarations echo Vazquez Perdomo's testimony. *See* ECF No. 45-2 ("Osorto Declaration" or "Osorto Decl.") ¶¶ 4–8 (testifying that one of the masked men pointed "what looked like a gun" over Osorto's heart and yelled, "Stop or I'll use it!"); ECF No. 45-3 ("Villegas Molina Declaration" or "Villegas Molina Decl.") ¶¶ 4–9 ("Then they shackled us all on our feet, waist, and wrists."). The Petitioner-Plaintiffs all report feeling afraid and that the encounter "felt like a kidnapping." Vazquez Perdomo Decl. ¶ 6; *see* Osorto Decl. ("I was terrified. I didn't know who the men were and I was afraid that they would hurt me."); Villegas Molina Decl. ¶¶ 5, 6 ("I thought we were being kidnapped. . . . I was afraid to

move."). This testimony adequately shows that there was "a threatening presence of several officers," as well as "a display of a weapon," "physical touching of the person," and "the use of language or tone of voice indicating that compliance with the officer's request might be compelled." *See Washington*, 490 F.3d at 771 (holding that the occurrence of any one of such events is enough to give rise to a seizure). And these seizures do not appear to be isolated or accidental. Plaintiffs point to numerous other similar incidents reported in the media and a plethora of public comments by government officials which appear to support the conduct described. *See* ECF No. 45 at 5–6.

Given the Ninth Circuit's guidance as to seizures, and all the evidence submitted by the Stop/Arrest Plaintiffs that such events have occurred on an ongoing basis throughout the District, the Court finds that Defendants are conducting seizures requiring reasonable suspicion. *See* ECF No. 45 at 9–13 (describing in detail the most recent stops and arrests with citations to the underlying testimony).

Having found that seizures are occurring, the Court considers whether they are supported by reasonable suspicion.

ii. The Stop/Arrest Plaintiffs Are Likely to Succeed in Showing the Seizures Are Not Supported by Reasonable Suspicion.

The Court also finds that the Stop/Arrest Plaintiffs are likely to succeed in showing the seizures that have occurred are not supported by reasonable suspicion.[28]

"Except at the border and its functional equivalents," immigration agents may stop individuals in public only after identifying "specific articulable facts, together with rational inferences from those facts, that reasonably warrant suspicion that [the persons stopped are noncitizens] who may be illegally in the country." *United States v. Brignoni-Ponce*, 422 U.S. 873, 884 (1975). Reasonable suspicion comprises two elements: "the assessment must be based upon the

[28] Defendants argue that the Court "should not consider whether a violation of 8 C.F.R. § 287(b)(2) occurred because Plaintiffs did not raise that argument." ECF No. 70 at 18. 8 C.F.R. § 287(b)(2) states: "If the immigration officer has a reasonable suspicion, based on specific articulable facts, that the person being questioned is, or is attempting to be, engaged in an offense against the United States or is an alien illegally in the United States, the immigration officer may briefly detain the person for questioning." Contrary to Defendants' assertion, the Court finds that Plaintiffs have raised the argument. *See* ECF No. 45 at 20–22 (section titled, "Defendants' seizures are not supported by reasonable suspicion."). As such, the Court will evaluate whether the seizures were supported by reasonable suspicion.

totality of the circumstances," and it "must arouse a reasonable suspicion that *the particular person being stopped* has committed or is about to commit a crime." *United States v. Montero-Camargo*, 208 F.3d 1122, 1129 (9th Cir. 2000) (emphasis in original). "[T]o establish reasonable suspicion, an officer cannot rely solely on generalizations that, if accepted, would cast suspicion on large segments of the law-abiding population." *United States v. Manzo-Jurado*, 457 F.3d 928, 935 (9th Cir. 2006). "Where, as here, the majority (or any substantial number) of people share a specific characteristic, that characteristic is of little or no probative value in such a particularized and context-specific analysis." *Montero-Camargo*, 208 F.3d at 1131; *see id.* at 1135 ("Hispanic appearance is … of such little probative value that it may not be considered as a relevant factor where particularized or individualized suspicion is required."); *Manzo-Jurado*, 457 F.3d at 937 ("By itself . . . an individual's inability to understand English will not justify an investigatory stop because the same characteristic applies to a sizable portion of individuals lawfully present in this country.").

The Stop/Arrest Plaintiffs have provided ample evidence that seizures occurred based solely upon the four enumerated factors, either alone or in combination, and that reliance solely upon the four enumerated factors either alone or in combination does not meet the requirements of the Fourth Amendment.

1. The Stop/Arrest Plaintiffs Are Likely to Succeed in Showing the Seizures Are Based Upon the Four Enumerated Factors

The Court begins by addressing the evidence adduced regarding the basis upon which the seizures were made. The Petitioner-Plaintiffs all testify that they were waiting to be picked up for their work on the morning of June 18, 2025, while having coffee. Vazquez Perdomo Decl. ¶ 4; Osorto Decl. ¶ 4; Villegas Molina Decl. ¶ 4. They were suddenly approached by four unmarked cars, and the Petitioner-Plaintiffs were eventually taken to a detention facility. Vazquez Perdomo Decl. ¶ 5–8; Osorto Decl. ¶¶ 5–8; Villegas Molina Decl. ¶¶ 5–9. Nothing in the Petitioner-Plaintiffs' declarations suggests that they are in the country without proper documentation or otherwise have or are about to commit a crime. *See* ECF No. 81-1 at 11 (Form I-213 for Vazquez Perdomo, indicating no criminal history). Nevertheless, the masked and armed men proceeded to seizing them. In fact, the one report regarding Vazquez Perdomo's seizure provides no details as to how Vazquez

Perdomo was initially identified. *Id.* Rather, it provides only general terms about the various enforcement operations conducted by the government, further supporting the notion that there was no requisite reasonable suspicion here. *Id.* And the other declarations submitted in support of the instant TRO show a similar pattern of seizure without any basis outside of the four enumerated factors. *See* ECF No. 45 at 6–9 (describing in detail the instances of "racial profiling" with citations to the underlying testimony).

Defendants contest the idea that they relied solely on these factors. They contend, in reliance on the declarations of Andre Quinones and Kyle C. Harvick, that the seizures were based upon a particularized assessment of reasonable suspicion based upon articulable facts. ECF No. 71 at 19–21. But these declarations do not support this contention in the slightest, particularly as they do not appear to acknowledge the existence of roving patrols at all. For instance, Deputy Field Officer Quinones merely describes what officers are *trained* to do. *See, e.g.*, ECF 71-1 ¶ 5 ("ERO Los Angeles officers are *trained* that . . . brief detention for questioning requires an immigration officer to have reasonable suspicion, based on specific, articulable facts, that the person being questioned is an alien illegally in the United States. ERO Los Angeles officers are *trained* that an arrest requires probable cause that the person being arrested is an alien illegally in the United States."). And Patrol Agent in Charge Harvick speaks only in general terms about what CBP agents and officers have done in Los Angeles. *See* ECF No. 71-2 ¶ 8 ("Prior to engaging in investigative detentions, officers and agents had reasonable suspicion that the individual had committed or was committing a federal crime or federal immigration violation. This reasonable suspicion was based on various factors including intelligence sources, information from law enforcement and open-source databases, analysis of trends, facts developed in the field by agents, rational inferences that led an agent or officer to suspect criminal or immigration violations, and the officers or agents' observations, training, and experience."). And in doing so, he seems to confirm that he and his colleagues are relying solely on these factors. *See id.* ¶ 7 ("CBP agents and officers are typically divided into teams, composed of three to five agents, who contact individuals in public places such as streets and sidewalks, parking lots, or the publicly-accessible portions of businesses. Certain types of businesses, including car washes, have been selected for encounters because past experiences have

demonstrated that illegal aliens utilize and seek work at these locations."). This evidence is entirely too general to show what factors the agents relied upon in seizing the Petitioner-Plaintiffs. In fact, these two declarations do not even discuss the Petitioner-Plaintiffs or any other individuals at all.

During the hearing, Defendants pointed to the arrests effected at consecutive visits to a car wash in Whittier as evidence that their stops are based upon factors beyond the enumerated factors. In particular, Defendants argued that because their first two visits resulted in arrests, this provided a basis to stop and question Omar Andres Gamez, a U.S. citizen. *See* ECF No. 45-5 ("Gamez Declaration" or "Gamez Decl."). But Defendants did not provide any details[29] as to the factors considered other than that Gamez was at the very *location* where the agents previously made arrests. *See Montero-Camargo*, 208 F.3d at 1129; *see also Brignoni-Ponce*, 422 U.S. at 886 n.11 (declining to consider "any weight to the location of the stop" because the officers gave no other meaningful reasons). This reasoning is circular at best, and no details were provided to support the idea that the multiple visits were indeed based upon "intelligence" or investigation rather than reliance upon one of the enumerated factors.

And despite having nearly a week to produce information demonstrating the basis of any one of the Stop/Arrest Plaintiffs' arrests or any of the numerous media reports, Defendants have failed to do so. The Court therefore concludes that the Stop/Arrest Plaintiffs have sufficiently shown at this stage a likelihood of success on the question of whether the stops and arrests at issue have been based solely upon the enumerated factors.[30]

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[29] Instead of specific details, Defendants explained that what may appear arbitrary to the public may actually give rise to reasonable suspicion to Defendants' field agents, especially in light of the surveillance and intelligence data they share with the agents. Be that as it may, the Court notes that Defendants still failed to provide any concrete details as to what factors led Defendants to stop and question Gamez specifically nor indicate the nature of surveillance and intelligence data gathered that would give rise to reasonable suspicion.

[30] To the extent that the Defendants point to any specific factors besides these enumerated factors, they do not show that they support reasonable suspicion. For example, Defendants do not explain why fleeing upon seeing unidentified masked men with guns exiting from tinted cars without license plates raises suspicion. ECF No. 71 at 20, 21; *see United States v. Brown*, 925 F.3d 1150, 1157 (9th Cir. 2019) ("Given that racial dynamics in our society—along with a simple desire not to interact with police—offer an 'innocent' explanation of flight . . . .").

2. The Stop/Arrest Plaintiffs Are Likely to Succeed in Showing that Sole Reliance on the Four Enumerated Factors Does Not Constitute Reasonable Suspicion.

Having reached this conclusion, the Court turns to the question of whether sole reliance on these factors could give rise to reasonable suspicion.

First, the Court considers whether race could give rise to reasonable suspicion.[31] Binding authority makes clear it cannot in these circumstances. The Ninth Circuit's holding in *Montero-Camargo* bears repeating:

> [W]e are confronted with the narrow question of how to square the Fourth Amendment's requirement of individualized reasonable suspicion with the fact that the majority of the people who pass through the checkpoint in question are Hispanic. In order to answer that question, we conclude that, at this point in our nation's history, and given the continuing changes in our ethnic and racial composition, Hispanic appearance is, in general, of such little probative value that it may not be considered as a relevant factor where particularized or individualized suspicion is required. Moreover, we conclude, for the reasons we have indicated, that it is also not an appropriate factor.

Montero-Camargo, 208 F.3d at 1135.

Second, the Court considers whether speaking Spanish or speaking English with an accent could give rise to reasonable suspicion. There is no case law that supports that it could. In *United States v. Manzo-Jurado*, 457 F.3d 928, 937 (9th Cir. 2006), the Ninth Circuit indicated that "[a]n individual's *inability to speak English* may support an officer's reasonable suspicion that the individual is in this country illegally, [but] [by] itself, however, an individual's *inability to understand English* will not justify an investigatory stop because the same characteristic applies to a sizable portion of individuals lawfully present in this country." Defendants point to no case law addressing speaking Spanish or speaking English with an accent, and obviously neither of those activities demonstrates an *inability* to speak English. This, therefore, appears to be a factor akin to those described as having "such a low probative value that no reasonable officer would have relied

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[31] At the hearing, Defendants vehemently denied any reliance on race and disputed that the reference to "appearance" in their briefing was a reference to race, even though the cases cited were specifically speaking about a particular racial appearance. ECF No. 71 at 20; *Orhorhaghe v. I.N.S.*, 38 F.3d 488, 498 (9th Cir. 1994) ("foreign-looking appearance"); *United States v. Brignoni-Ponce*, 422 U.S. 873, 885-886 (1975) ("characteristic appearance of persons who live in Mexico" "apparent Mexican ancestry").
").;

on them to make an investigative stop [such that it] must be disregarded as a matter of law." *Montero-Camargo*, 208 F.3d at 1132.

Third, the Court considers whether presence at a particular location or the type of work one does could give rise to reasonable suspicion. The Court considers them together as they appear to be overlapping factors. With respect to the Petitioner-Plaintiffs, Defendants do not explain why being at a bus stop in Pasadena raises suspicion that the Petitioner-Plaintiffs may be undocumented immigrants. *Id.* at 19–20. Although Patrol Agent in Charge Harvick indicates that "past experiences have demonstrated that illegal aliens utilize and seek work at" "certain types of businesses, including car washes," this is insufficient to make these factors fit the particularized assessment needed. In fact, the Ninth Circuit addressed similar factor in *Manzo Jurado*, where one of the factors relied upon was a group's "appearance as a work crew." *Manzo-Jurado*, 457 F.3d at 937. Although the agent in that case had experience that local work crews "on occasion included illegal aliens," they did not provide evidence about how many local work crews did not. *Id.* at 938. Nor did they have any information about the employer of the specific work crew at issue. *Id.* In the same vein, knowledge that undocumented individuals use and seek work at car washes falls woefully short of the reasonable suspicion needed to target any particular individual at any particular car wash. The same is true of the other locations and other occupations at issue.

Defendants' reliance on authority such as *Orhorhaghe v. INS* and *Brignoni-Ponce* to support seizures based upon the factors identified by the Stop/Arrest Plaintiffs is misplaced. Those cases actually stand for the proposition that factors like race are insufficient and often wholly improper. To the extent that either of those cases even permit consideration of "appearance," it is clearly only in connection with other factors actually correlated to immigration status. *Orhorhaghe*, 38 F.3d 488, 503 ("Like *one's appearance*, one's name is frequently correlated with one's racial or ethnic background, and in both instances the racial or ethnic background which results in adverse action by immigration officers *almost always is that of people of color*") (emphasis added). And as discussed extensively in *Montero-Camargo*, the Supreme Court's holding in *Brignoni-Ponce* was based upon outdated census data from three decades ago. 422 U.S. 873, 886 n.12 (1975). The demographics of

this district in 2025 are clearly very different from 1970, and Defendants do not point to any demographic data in support of their enforcement approach. *See Montero-Camargo*, 208 F.3d 1136.

At best, in support of their reliance on these factors, Defendants rely heavily on the "experience" of law enforcement, but the Ninth Circuit has already held that an agent's experience cannot provide unbridled discretion and is no substitute for objective facts, rational inferences, permissible deductions capable of rational explanation. *Orhorhaghe*, 38 F.3d at 499. The factors that Defendants appear to rely on for reasonable suspicion seem no more indicative of illegal presence in the country than of legal presence—such as working at low wage occupations such as car wash attendants and day laborers. This is insufficient and impermissible, and is the proper subject of an injunction.[32]

For the reasons discussed above, the Stop/Arrest Plaintiffs are likely to succeed in showing that the four enumerated factors taken alone or in combination do not demonstrate reasonable suspicion for any particular stop. "Although an officer, to form a reasonable suspicion of criminality, may rely in part on factors composing a broad profile, he must also observe *additional* information that winnows the broad profile into an objective and particularized suspicion of the person to be stopped." *Manzo-Jurado*, 457 F.3d at 939 (emphasis added).

During the hearing, Defendants argued that Plaintiffs did not carry their burden of proof by failing to produce evidence that (1) race is a motivating factor of the allegedly unconstitutional stops and arrests, (2) any one particular agent engaged in unconstitutional stops and arrests, and (3) that the stops and arrests are not consensual. But the evidence before the Court at this time portrays the reality differently. For instance, Plaintiffs have provided citations to news articles where those who appear to be the members of this District feel that the stops and arrests are overwhelmingly focused

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[32] At the hearing, Defendants relied on *U.S v. Arvizu* to argue that even seemingly innocuous actions, such as children's waiving of hands, can give rise to reasonable suspicion. 534 U.S. 266 (2002). But there, the factors were much more detailed. *See id.* at 277 (the respondent used "little-traveled route"; it was unlikely that the respondent and the respondent family was on a picnic because "the minivan had turned away from the known recreational areas"; children's knees were "elevated," suggesting "the existence of concealed cargo in the passenger compartment"; and "the children's mechanical-like waving, which continued for a full four to five minutes"). In contrast, Defendants provided no such detailed factors individualized to any of the Petitioner-Plaintiffs.

on Latinos.[33] *See* ECF No. 45 at 3–6; ECF No. 81 at 6. The declarants in support of the TRO also testify that they believe that race is a motivating factor. *E.g.*, Gavidia Decl. ¶ 12; ECF No. 45-12 ¶ 27 ("Based on the raids I have heard about from LAWCN's member organizations, the immigrant agents seem to target non-white, Spanish-speaking workers, regardless of whether they have long-standing ties to the community or lawful presences in the United States."): ECF No. 45-10 ¶ 11 ("I believe that the agents only stopped people who look Latino. Two of my coworkers at the car wash have light skin. One of them is Persian, and the other is from Russia. Neither of them was approached by immigration agents, and they were not arrested with us."). Moreover, it is undisputed that the agents are masked and often do not identify themselves[34]; absent such identifying information readily available to Plaintiffs, the Court finds Defendants' argument about failure to identify a particular agent unconvincing. Lastly, at least one news article reports that people were dragged out of the *bathrooms* at a swap meet, which makes Defendants' arguments that their stops and arrests are consensual unpersuasive. *See* ECF No. 45 at 6 n.37. In light of this evidence, the Court finds that Plaintiffs have, for purposes of the TRO, shown that they carried their burden.[35]

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[33] The Court finds that this pattern of conduct is sufficient evidence even if there is no "official" policy to engage in "roving patrols." In *LaDuke v. Nelson*, the Ninth Circuit found that the field agents' testimony (that it was "INS policy to conduct complete sweeps of all community residences, with or without information as to specific residences"), which contradicted the official policy of the defendant agency (that such sweeps should be done only upon "individualized suspicion"), was sufficient to affirm the district court's grant of an injunction. *See* 762 F.2d 1318, 1331, 1327 n.12 (9th Cir. 1985). Here, although there is no testimony from Defendants' field agents with respect to the policy being carried out on the streets, the Court finds that based on the evidence that is before the Court, Plaintiffs have sufficiently shown that Defendants' policies are being carried out differently.

For this reason, the Court also finds that it is not dispositive that Plaintiffs have not pointed to any "official" policy that authorizes or ratifies the alleged "roving patrols" for purposes of this TRO.

[34] Defendants speculated in the hearing that the agents may wear masks in light of COVID-19, in light of the "extraordinary violence" they have faced, and to avoid "doxing."

[35] In the criminal context, such as when a defendant brings a motion to suppress based on a Fourth Amendment violation, all a defendant needs to show in the first instance is that there was a warrantless stop or search. *Rakas v. Illinois*, 439 U.S. 128, 130 n.1 (1978). Afterwards, the burden shifts to the government to show that the stop or search was justified. *U.S. v. Cervantes*, 703 F.d3 1135, 1141 (9th Cir. 2012). Even if no similar burden-shifting operates in the immigration context, it points to the fact that where a person claims to have been arrested without probable cause or searched without reasonable suspicion, it will nearly always be the case that she lacks direct evidence of what led to the arrest or search. Therefore, the absence of this direct evidence at this stage does not cause this Court to conclude that there is no likelihood of success on the merits of this claim.

For the foregoing reasons, the Court finds that the Stop/Arrest Plaintiffs have shown that they are likely to succeed on the merits of their Fourth Amendment-based claims.

In addition, the Court finds that the injunction they seek is tailored to the specific harm alleged. They seek only to enjoin reliance *solely* on these four enumerated factors alone or in combination. They do not seek to enjoin reliance on these factors along with other factors, nor—contrary to Defendants' mischaracterizations—seek to require that Defendants ignore these factors or "put blinders on" when they run across these factors.

F. The Stop/Arrest Plaintiffs Have Established that They Will Suffer Irreparable Harm.

The Stop/Arrest Plaintiffs argue that Defendants' policies and practices are causing and will continue to cause irreparable harm to the organizational plaintiffs and their members. ECF No. 45 at 22–23. Defendants assert that Plaintiffs have not shown irreparable harm. ECF No. 71 at 22. The Court finds that the Stop/Arrest Plaintiffs have shown that the third *Winter* factor weighs in their favor.

"It is well established that the deprivation of constitutional rights unquestionably constitutes irreparable injury." *Melendres*, 695 F.3d at 1002. "When an alleged deprivation of a constitutional right is involved, most courts hold that no further showing of irreparable injury is necessary." *Warsoldier v. Woodford*, 418 F.3d 989, 1001–02 (9th Cir. 2005) (cleaned up) (quoting from treatise). Irreparable harm exists where plaintiffs face "a real possibility" that they will "again be stopped or detained and subjected to unlawful detention." *Melendres*, 695 F.3d at 1002.

The Stop/Arrest Plaintiffs have established that the organizational plaintiffs and their members have experienced significant harm and that they are likely to suffer irreparable harm unless the instant TRO is granted. In particular, with the widespread news reporting of stops and arrests, like the one that the Petitioner-Plaintiffs experienced, the organizational plaintiffs' members have increasingly become afraid to go outside. *See* Salas Decl. ¶ 25 (testifying that CHIRLA members are "experiencing significant levels of fear over the possibility of being grabbed and snatched in immigration raids in public areas based on racial profiling"); ECF No. 45-13 ("Melendrez Declaration" or "Melendrez Decl.") ¶¶ 15–17 (testifying as to awareness of "dozens of CLEAN's

members [] hav[ing] been stopped and arrested" and that "many members and their families . . . are feeling anxious, worried, and fearful about their safety and the safety of their loved ones because of the ongoing immigration raids happening through Southern California"). Moreover, insofar as Plaintiffs assert the first cause of action—Violation of the Fourth Amendment, Unreasonable Seizures—on behalf of the Suspicionless Stop Class, the Court finds that the broader public may also be in fear of having their constitutional rights violated by seizures without reasonable suspicion, especially in light of the ongoing reports of stops and arrests as recently as July 1, 2025. *See* ECF No. 45 at 15 (listing dates and locations of recent stops and arrests); ECF No. 81 at 6 (listing more dates, with emphasis in early July); *see also* ECF No. 45-18 ("Price Declaration" or "Price Decl.") (containing a list of videos on various social media platforms showing members of the public being detained). The Court finds that this evidence supports a finding of "real possibility" that irreparable harm will continue absent the instant TRO in place.

As such, the Court finds that the second *Winter* factor weighs in favor of granting the TRO.

G. The Stop/Arrest Plaintiffs Have Established that the Balance of Hardships Tips in Their Favor and that District-Wide Injunction is Permissible and in the Public Interest.

The Stop/Arrest Plaintiffs argue that the requested TRO is warranted because it would simply require Defendants to "adhere to the Fourth Amendment" and it is always in the public interest to prevent constitutional violations. ECF No. 45 at 23–24. Defendants respond that because "the government's practices comply with the Constitution . . . alteration to the status quo is unnecessary." ECF No. 71 at 23. The Court finds that the last two *Winter* factors are in the Stop/Arrest Plaintiffs' favor.

The Court does not find prejudice to Defendants. As the Stop/Arrest Plaintiffs point out, compliance with the Fourth Amendment is nothing new, contrary to Defendants' claims. *LaDuke*, 762 F.2d at 1333 (upholding permanent injunction against warrantless searches of workplace housing); *Melendres*, 695 F.3d at 1002 (upholding injunction against state officer practice of detaining people for civil immigration offenses); *Easyriders*, 92 F.3d at 1501 (collecting cases awarding injunctions against Fourth Amendment violations). Complying with the law does not impose harm. *Zepeda v. INS*, 753 F.2d 719, 727 1146 (9th Cir. 1983) (an agency "cannot reasonably

assert that it is harmed in any legally cognizable sense by being enjoined from constitutional violations"). Additionally, the Court has already found that the seizures at issue occurred unlawfully, without reasonable suspicion; therefore, Defendants' arguments regarding an alteration to the status quo fail. *See* ECF No. 71 at 23. And, as stated above, requiring law enforcement to comply with the Constitution does not prevent law enforcement from enforcing the law. As such, the third *Winter* factor is in the Stop/Arrest Plaintiffs' favor.

Moreover, as "public interest concerns are implicated when a constitutional right has been violated, because all citizens have a stake in upholding the Constitution," and the instant TRO raises Fourth Amendment issues, the Court finds that the fourth *Winter* factor weighs in favor of granting the TRO. *See Preminger*, 422 F.3d at 826.

In sum, the Court finds that all four *Winter* factors point to granting the requested TRO.[36]

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[36] Defendants additionally argue that bond is necessary. ECF No. 71 at 23–24. At the hearing, Defendants specified that they seek a $30 million bond because they would need to re-train the agents if the instant TRO were to be issued. The Court concludes that a bond is not necessary, as the TRO does not require any deviation from the training and the policies that appear to be in place, but rather compliance with the existing law.

CONCLUSION

For the foregoing reasons, the Court ORDERS as follows:

1. The Access/Detention Plaintiffs' Ex Parte Application for TRO (ECF No. 38) is GRANTED.

    a. Defendants Kristi Noem, Todd M. Lyons, and Ernesto Santacruz Jr. shall provide access to Room B-18 of the Federal Building located at 300 North Los Angeles Street, Los Angeles, CA 90012 ("B-18") for legal visitation by current and prospective attorneys, legal representatives, and legal assistants. Legal visitation shall be permitted seven days per week, for a minimum of eight hours per day on business days (Monday through Friday), and a minimum of four hours per day on weekends and holidays. Should exigent circumstances require closure for the safety of human life or the protection of property, the Defendants must notify Access/Detention Plaintiffs as soon as practicable and certainly within four (4) hours to make alternative arrangements for legal visitation and/or notice to affected detainees and attorneys, legal representatives, and legal assistants. No such closure shall last any longer than reasonably necessary for the safety of human life or the protection of property.

    b. Defendants Kristi Noem, Todd M. Lyons, and Ernesto Santacruz Jr. shall provide individuals detained at B-18 with access to confidential telephone calls with attorneys, legal representatives, and legal assistants at no charge to the detainee. Such legal telephone calls shall not be screened, recorded, or otherwise monitored.

    c. The Court, having found a strong likelihood of success on the merits and that the balance of the equities overwhelmingly favors CHIRLA and ImmDef, further ORDERS that no security shall be required under Federal Rule of Civil Procedure 65(c).

    d. Defendants Kristi Noem, Todd M. Lyons, and Ernesto Santacruz Jr. are each hereby ordered to show cause on a date to be set by the Court, or as soon

thereafter as counsel may be heard in the courtroom of the Honorable Maame Ewusi-Mensah Frimpong, located at 350 West First Street, Los Angeles, CA 90012, why they should not be enjoined from further violations of the Fifth Amendment to the United States Constitution pending the final disposition of this action.

2. The Stop/Arrest Plaintiffs' Ex Parte Application for TRO (ECF No. 45) is GRANTED.

   a. As required by the Fourth Amendment of the United States Constitution, Defendants shall be enjoined from conducting detentive stops in this District unless the agent or officer has reasonable suspicion that the person to be stopped is within the United States in violation of U.S. immigration law.

   b. In connection with paragraph (1), Defendants may not rely solely on the factors below, alone or in combination, to form reasonable suspicion for a detentive stop, except as permitted by law:

      i. Apparent race or ethnicity;

      ii. Speaking Spanish or speaking English with an accent;

      iii. Presence at a particular location (e.g. bus stop, car wash, tow yard, day laborer pick up site, agricultural site, etc.); or

      iv. The type of work one does.

   c. The Court, having found a strong likelihood of success on the merits and that the balance of equities overwhelmingly favors Plaintiffs, further ORDERS that no security shall be required under Federal Rule of Civil Procedure 65(c).

   d. Defendants are each hereby ORDERED TO SHOW CAUSE on a date to be set by the Court or as soon thereafter as counsel may be heard in the courtroom of the Honorable Maame Ewusi-Mensah Frimpong, located at 350 West First Street, Los Angeles, CA 90012, why a preliminary injunction should not issue ordering that:

      i. As required by the Fourth Amendment of the United States Constitution, Defendants are enjoined from conducting detentive stops in this District

unless the agent or officer has reasonable suspicion that the person to be stopped is within the United States in violation of U.S. immigration law;

ii. In connection with paragraph (a), Defendants may not rely solely on the factors below, alone or in combination, to form reasonable suspicion for a detentive stop, except as permitted by law;

1. Apparent race or ethnicity;
2. Speaking Spanish or speaking English with an accent;
3. Presence at a particular location (e.g. bus stop, car wash, tow yard, day laborer pick up site, agricultural site, etc.); or
4. The type of work one does.

iii. Defendants will maintain and provide documentation of detentive stops, including factors supporting reasonable suspicion, to Plaintiffs' counsel on a regular schedule.

iv. Defendants will develop guidance concerning how agents and officers should determine whether "reasonable suspicion" exists when conducting detentive stops.

v. Defendants will implement associated training for Defendants' agents and officers involved in immigration operations in this District.

3. The parties shall meet and confer and file a joint status report with respect to re-designating this case in light of the Petitioner-Plaintiffs' bond hearings and their outcome. The joint status report shall be filed within three (3) days of the outcome of the last bond hearing and shall address whether any of the submissions currently on the docket should be sealed or redacted.

4. In light of the concerns raised by Defendants regarding the time needed to address these issues, the Court shall seek the views of the parties before setting a date for the Order to

Show Cause hearing noted above.[37] The parties shall meet and confer and file a joint status report regarding their proposed date for the Order to Show Cause hearing, including a proposed briefing schedule. The joint status report shall be filed by 5pm Wednesday, July 16, 2025.

IT IS SO ORDERED.

Dated: July 11, 2025

MAAME EWUSI-MENSAH FRIMPONG
United States District Judge

[37] The request for a stay is DENIED. Defendants have failed to address the applicable law governing stays or make any showing that such a stay is warranted besides stating that they want time to determine whether to appeal and seek a stay pending appeal. ECF No. 71 at 24.

FOR PUBLICATION

FILED

AUG 1 2025

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

PEDRO VASQUEZ PERDOMO *et al.*, Plaintiffs - Appellees, v. KRISTI NOEM, Secretary, Department of Homeland Security, *et al.*, Defendants - Appellants.	No. 25-4312 D.C. No. 25-cv-05605 ORDER

Appeal from the United States District Court
for the Central District of California
Maame Ewusi-Mensah Frimpong, District Judge, Presiding

Argued and Submitted July 28, 2025
San Francisco, California

Before: Ronald M. Gould, Marsha S. Berzon, and Jennifer Sung, Circuit Judges.

PER CURIAM:

On June 6, 2025, U.S. Customs and Border Patrol agents and officers were sent to join officers from the Enforcement and Removal Operations directorate of U.S. Immigration and Customs Enforcement to carry out "Operation At Large" in Los Angeles, California. According to Defendants, this operation involves "contact teams" that "typical[ly] . . . consist of three to five agents who contact individuals in public places such as streets, sidewalks, and publicly accessible portions of

businesses." Defendants further explain, "Certain types of businesses, including carwashes, were selected for [contact team] encounters because past experience demonstrated that they are likely to employ persons without legal documentation. During operations in Los Angeles, [federal] agents temporarily detained individuals, and made arrests for immigration violations and federal criminal statutes."

Plaintiffs refer to these contact teams as "roving patrols" and allege they have detained individuals without reasonable suspicion, in violation of the Fourth Amendment's safeguard against unreasonable seizures by the government.

To give just one example, Plaintiff Jason Brian Gavidia is a U.S. citizen who was born and raised in East Los Angeles and identifies as Latino. On the afternoon of June 12, he stepped onto the sidewalk outside of a tow yard in Montebello, California, where he saw agents carrying handguns and military-style rifles. One agent ordered him to "Stop right there" while another "ran towards [him]." The agents repeatedly asked Gavidia whether he is American—and they repeatedly ignored his answer: "I am an American." The agents asked Gavidia what hospital he was born in—and he explained that he did not know which hospital. "The agents forcefully pushed [Gavidia] up against the metal gated fence, put [his] hands behind [his] back, and twisted [his] arm." An agent asked again, "What hospital were you born in?" Gavidia again explained that he did not know which

hospital and said "East L.A." He then told the agents he could show them his Real ID. The agents took Gavidia's ID and his phone and kept his phone for 20 minutes. They never returned his ID.

On July 3, Plaintiffs filed an application for a temporary restraining order, which Defendants opposed. After a hearing, the district court determined that Plaintiffs had shown they are likely to succeed in proving that seizures requiring—but not supported by—reasonable suspicion have occurred as part of Operation At Large in Los Angeles, and that Defendants have authorized or approved that practice. The district court issued the requested TRO on July 11.

On July 17, Defendants filed an emergency motion for a stay pending their appeal of the TRO.[1] Defendants focus their arguments on Plaintiffs' standing to seek equitable relief and the terms and scope of the TRO. For the following reasons, we deny Defendants' motion for a stay except as to a single clause.

I. BACKGROUND

In this putative class action, five individual plaintiffs and three membership associations allege that Defendants, twelve senior federal officials who share responsibility for directing federal immigration enforcement in the Los Angeles area, "have an ongoing policy, pattern, and/or practice of conducting detentive

[1] Defendants filed their first emergency motion for a stay pending appeal on July 14. We denied that motion without prejudice for failure to comply with Federal Rule of Appellate Procedure 8(a)(2)(A).

stops in [the Central District of California] without reasonable suspicion that the person to be stopped is within the United States in violation of U.S. immigration law, in contravention of the Fourth Amendment." Plaintiffs allege that government agents are engaging in these "unlawful stop and arrest practices" when conducting roving patrols and other immigration enforcement operations throughout the Central District.[2]

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[2] Plaintiffs contend that these practices stem in part from an official target of 3,000 arrests per day by Immigration and Customs Enforcement (ICE).

During oral argument, we asked Defendants' counsel whether the federal government has a policy of directing ICE field offices to make 3,000 arrests or deportations per day—whether that directive may come from ICE, the President, or some other official in the administration. Defense counsel replied that he was aware of no such policy. We asked him to look into the matter and submit a 28(j) letter with an answer.

Defendants submitted a 28(j) letter, which states:

> In response to the Court's inquiry at oral argument, DHS has confirmed that neither ICE leadership nor its field offices have been directed to meet any numerical quota or target for arrests, detentions, removals, field encounters, or any other operational activities that ICE or its components undertake in the course of enforcing federal immigration law.
>
> Plaintiffs' allegation that the government maintains a policy mandating 3,000 arrests per day appears to originate from media reports quoting a White House advisor who described that figure as a "goal" that the Administration was "looking to set." That quotation may have been accurate, but no such goal has been set as a matter of policy, and no such directive has been issued to or by DHS or ICE.
>
> To be sure, enforcement of federal immigration law is a top priority for DHS, ICE, and the Administration. But the government conducts its enforcement activities based on individualized assessments, available resources, and evolving operational priorities—not volume

The Central District includes Los Angeles County, Ventura County, Santa Barbara County, San Luis Obispo County, Orange County, Riverside County, and San Bernardino County. Those counties have a combined estimated population of 19,233,598 people, including 9,096,334 people that identify as "Hispanic or Latino." That means people who identify as "Hispanic or Latino" make up almost half—about 47.3%—of the estimated population of the Central District.

Plaintiffs applied for an ex parte TRO seeking to prohibit federal officials "from conducting detentive stops for the purposes of immigration enforcement without first establishing individualized, reasonable suspicion that the person to be stopped is unlawfully in the United States." The district court did not grant the application for an ex parte TRO and instead ordered full briefing and a hearing.

> metrics. Enforcement activity is firmly anchored in binding legal constraints—constitutional, statutory, and regulatory requirements that apply at every stage, from identification to arrest to custody—with multiple layers of supervisory review to ensure compliance with the law. This framework, not anonymous reports in the newspapers, governs ICE's operations.

(footnote omitted).

We note that, on May 28, 2025, White House Deputy Chief of Staff Stephen Miller stated during an interview with Fox News: "Under President Trump's leadership, we are looking to set a goal of a minimum of 3,000 arrests for ICE every day, and President Trump is going to keep pushing to get that number up higher each and every single day." Hannity, *Stephen Miller says the admin wants to create the strongest immigration system in US History*, FOX NEWS (May 28, 2025, 6:29 pm PT), available at https://www.foxnews.com/video/6373591405112 (last visited July 31, 2025).

In support of their TRO, Plaintiffs submitted 21 sworn declarations. Five were from the individual named plaintiffs and described the circumstances in which they were stopped by Defendants. Three were declarations from representatives of two of the plaintiff organizations, describing the effect of Defendants' operation on their members, including instances in which particular members were subjected to detentive stops. Five other declarants described being seized by Defendants conducting roving patrols, and five described witnessing such seizures. Plaintiffs also submitted social media posts and cited numerous news articles that documented Defendants' roving patrols.

Defendants opposed Plaintiffs' TRO application and submitted two declarations in support of their opposition. One was from an official affiliated with ICE's Enforcement and Removal Operations (ERO). It described training of ERO officers and described ERO's general practices of creating targeting packets for individuals to be arrested and conducting consensual interviews with other individuals they encounter. The other declaration came from an official affiliated with Customs and Border Control (CBP). It described CBP's participation in operations in Los Angeles, including both consensual encounters and investigative detentions. Neither declaration rebuts Plaintiffs' evidence regarding any particular stop.

The district court held a hearing on the TRO on July 10. The parties discussed the factors that Defendants use when making stops, the terms of Plaintiffs' proposed TRO, and whether imposing those terms would be consistent with the Fourth Amendment's requirements for reasonable suspicion.

Based on all the evidence presented, including Defendants' evidence opposing the TRO, the district court determined that Plaintiffs are likely to succeed in proving their factual allegations regarding Defendants' stop and arrest practices. Defendants do not challenge that determination (either in whole or in part) in their motion for a stay of the TRO pending appeal. Therefore, for purposes of deciding that motion, we assume Plaintiffs will likely succeed in proving those factual allegations and summarize the pertinent facts below.

A. Since June 6, 2025, Defendants have been conducting "Operation At Large" in Los Angeles.

On June 6, 2025, federal law enforcement arrived in Los Angeles to participate in what federal officials have described as "the largest Mass Deportation Operation . . . in History."[3] As part of this operation, Defendants are dispatching

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[3] *Vasquez Perdomo v. Noem*, Case No. 2:25-cv-05605-MEMF-SP, 2025 WL 1915964, at *1 (C.D. Cal. July 11, 2025) (quoting Donald J. Trump (@realDonaldTrump), TRUTH SOCIAL (June 16, 2025, 12:43 AM), https://truthsocial.com/@realDonaldTrump/posts/114690267066155731). According to a declaration submitted by Defendants: "On June 6, 2025, in support of U.S. Immigration and Customs Enforcement, CBP agents and officers were sent to Los Angeles, California in support of Immigration and Customs Enforcement-Enforcement and Removal Operations (ICE-ERO). As part of this operation, CBP

what they call "contact teams," and what Plaintiffs refer to as "roving patrols." As described by the Deputy Incident Commander for Defendants' operation in Los Angeles, Kyle Harvick: "CBP agents and officers are typically divided into teams, composed of three to five agents, who contact individuals in public places such as streets and sidewalks, parking lots, or the publicly-accessible portions of businesses. Certain types of businesses, including carwashes, have been selected for encounters because past experiences have demonstrated that illegal aliens utilize and seek work at these locations."[4]

B. As part of Operation At Large, agents have stopped and interrogated the individual plaintiffs.

i. Jason Brian Gavidia

Plaintiff Jason Brian Gavidia is a U.S. citizen, born and raised in East Los Angeles. He lives and works in Los Angeles County. He is of Latino ethnicity, a proud Christian, and a businessman. He is also an active volunteer in his church

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agents and officers, along with their federal partners, participate in a variety of different law enforcement encounters and enforcement actions as part of the operation in Los Angeles. These activities have included consensual encounters, investigative detentions, warrantless arrests made where probable cause is developed in the field, arrests carried out pursuant to federal immigration warrants, and criminal arrests under judicial warrants."

[4] At oral argument, Defendants asserted that the contact teams engage only in "voluntary interactions" with individuals who are not the subject of a "targeting packet." But the district court found that Plaintiffs were likely to succeed in showing that those interactions occurred under objectively coercive circumstances, making them detentive stops for which reasonable suspicion is required. Defendants do not dispute that determination in their motion for a stay.

and supporter of his community. He rents space from a tow yard in Montebello, California, to work on cars. On June 12, 2025, around 4:30 p.m., he was working on his car in the tow yard when he heard someone say that immigration agents might be at the premises. Out of curiosity, he went outside to see whether agents were present.

While standing on the sidewalk outside the tow yard gate, he saw agents wearing green vests; some were carrying handguns, but at least two had military-style rifles. When Gavidia started to head back inside the tow yard, a masked agent said, "Stop right there." Gavidia stopped because he is a "law-abiding citizen," and he "felt [he] could not leave, and that the agent had stopped [him]." While the masked agent approached him, another "unmasked agent ran towards [him]" and questioned him, asking whether he is American. Gavidia told him, "I am an American." The agent repeated the question, and Gavidia responded the same way, at least two more times. Then the agent asked Gavidia what hospital he was born in. Gavidia "calmly replied that [he] did not know." The agent repeated the same question two more times, and each time, Gavidia explained that he did not know which hospital he was born in. At that point, "the agents forcefully pushed [him] up against the metal gated fence, put [his] hands behind [his] back, and twisted [his] arm." The agent asked again, "What hospital were you born in?" Gavidia responded again that he did not know and said "East L.A." He then told the agents

he could show them his Real ID. When he showed his Real ID, an agent took it from him. They also took his phone. After about 20 minutes, they returned his phone, but they never returned his Real ID.

ii. Jorge Luis Hernandez Viramontes

Plaintiff Jorge Luis Hernandez Viramontes is a 29-year-old resident of Baldwin Park, California. He is a dual citizen of the United States and Mexico. He is of Latino ethnicity. He has lived in the United States for about 11 years, and he is married to a Legal Permanent Resident. They have two young children, both of whom are U.S. citizens. Hernandez Viramontes has worked at a carwash in Whittier, California, for about 10 years; he is currently a manager. On June 9, 2025, masked agents arrived at the carwash in unmarked vehicles, many wearing "military style clothing." When they arrived, "the agents started grabbing people and asking their status." On June 14, 2025, agents arrived again, this time driving border patrol vehicles and wearing clothing that identified them as border patrol. The agents asked both workers and customers if they were citizens.

On June 18, 2025, around 10:30 a.m., agents again arrived in unmarked vehicles and started asking employees their status. Hernandez Viramontes and some of his coworkers asked the agents if they had a warrant. The agents responded only by saying, "Shut the fuck up." An agent asked Hernandez Viramontes if he was a citizen, and Hernandez Viramontes answered, "Yes." The

agent asked for ID, and Hernandez Viramontes gave him his California driver's license. The agent asked Hernandez Viramontes where he was born, and he responded, "Mexico." The agent asked Hernandez Viramontes if he had his passport. Hernandez Viramontes asked if as a dual citizen he was required to carry his passport. The agent told Hernandez Viramontes his driver's license wasn't enough, and that because he didn't have his passport with him, he had to go with the agents. The agent grabbed his arm and escorted him to a silver SUV. Agents took him to a warehouse area nearby. After about 20 minutes, they took him back to the carwash. The agents never identified themselves, and they did not wear any visible badges.

iii. Pedro Vasquez Perdomo, Carlos Alexander Osorto, and Isaac Antonio Villegas Molina

Plaintiffs Pedro Vasquez Perdomo, Carlos Alexander Osorto, and Isaac Antonio Villegas Molina live in Pasadena, California. Each is of Latino ethnicity. Vasquez Perdomo is 54 years old and has lived in Pasadena since he was a young man. Osorto is 50 years old; he has lived in Pasadena for about 14 years, and he is the proud grandfather to seven U.S. citizen grandchildren. Villegas Molina is 47 years old; in 2010, he won a scholarship to study culinary arts and English in Florida, and he moved to Pasadena about 13 years ago. The three men are day laborers and coworkers. Villegas Molina is new to the trade; Vasquez Perdomo and Osorto have built homes all over Los Angeles.

On the morning of June 18, 2025, Vasquez Perdomo, Osorto, and Villegas Molina waited to be picked up for a construction job at a Metro bus stop in front of a Winchell's Donuts in Pasadena. They were drinking coffee. Vasquez Perdomo and Osorto sat on the bench, and Villegas Molina stood next to them. Suddenly, four unmarked cars pulled up and surrounded them. The cars were large and black with tinted windows and had no license plates. The doors opened and men in masks with guns started running at them aggressively. One of the men had a "large" military-style gun. The masked men wore regular clothes, they had no visible badges, and they did not identify themselves. Vasquez Perdomo, Osorto, and Villegas Molina were afraid they were being kidnapped. Vasquez Perdomo tried to move away but was immediately surrounded by several men with guns. They grabbed him, put his hands behind his back, and handcuffed him. Then, one of the men asked him for identification. Vasquez Perdomo said in English, "I have the right to remain silent."

Villegas Molina stood still and tried to remain calm. A masked and armed man came up to him and yelled, "Don't run!" Villegas Molina responded calmly, in English, "I'm not going to run." The man asked Villegas Molina to show his ID, and Villegas Molina provided his California Driver's license. Then the man asked Villegas Molina if he had any papers, and he said no. The man handcuffed Villegas Molina.

Osorto did not know the men were government agents. Terrified, he tried to run. The men yelled "stop" but did not identify themselves as law enforcement officers. Soon, one of the men caught up to Osorto, pointed a taser over his heart, and yelled, "Stop or I'll use it!" Osorto stopped immediately, and the man handcuffed him.

The unidentified, masked, and armed men put Vasquez Perdomo, Osorto, and Villegas Molina into separate cars and drove them to a parking lot where they interrogated them further. Eventually, the men chained each plaintiff at the hands, waist, and feet and took them to a Los Angeles detention center. The men never identified themselves to the plaintiffs, never stated they were immigration officers authorized to make arrests, never stated that they had arrest warrants, and never informed the plaintiffs of the bases for their arrests.[5] Vasquez Perdomo and

[5] In opposing the TRO, Defendants submitted a declaration from Andre Quinones, the Deputy Field Office Director of the Los Angeles Field Office ERO. Quinones attested that ERO Los Angeles officers sometimes apprehend illegal aliens by using "targeted investigations" which "focus on aliens with final removal orders and/or serious criminal history." "Individual targeting packages, consisting of the targeted alien's immigration history and/or status, criminal history, last known residence and employment information are prepared during the targeted investigation, prior to contact with the targeted alien." "When non-targeted individuals are encountered during the targeted operations, ERO Los Angeles officers are trained to develop reasonable suspicion through consensual encounters. ERO Los Angeles officers identify themselves to the arrestee at the time of arrest/encounter or as soon as practicable when safe to do so." Defendants did not provide any evidence that any of the stops experienced by the individual Plaintiffs

Villegas Molina have since been released on bond, and the district court ordered that Osorto be released on bond on July 30, 2025.

C. Because of Operation At Large, members of the plaintiff associations have been detained and interrogated or credibly fear they will be detained, regardless of immigration status.

i. United Farm Workers of America

The United Farm Workers of America (UFW) is the largest farm worker union in the country. As of June 2025, UFW has approximately 10,000 members, the majority of whom reside in California, including counties across the Central District. Elizabeth Strater, National Vice President of UFW, attests that the manner in which immigration enforcement operations have been conducted—"including by individuals hiding behind masks, who fail to identify themselves, and wearing military gear—has UFW members and staff fearing for their safety," regardless of

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or described in Plaintiffs' other evidence involved the detention or arrest of a targeted individual.

When Defendants filed their motion for a stay of the TRO, they provided a supplemental declaration by Quinones in which he states: "Regarding the allegations of Plaintiffs Pedro Vasquez Perdomo, Carlos Alexander Osorto, and Issac Villegas Molina, all three arrests arose or were the result of a targeted enforcement action at a particular location where past surveillance and intelligence had confirmed that the target or individuals associated with him were observed to have recruited illegal aliens to work on landscaping jobs. It was also determined to be a location where the target and the workers would get food before heading off for a job." Notably, Quinones represents only that these Plaintiffs were at a location where the target had been seen in the past. Quinones does not state that any of the Plaintiffs are the target or associates of the target. Nor does Quinones state that agents observed the target at or near the bus stop when they detained the Plaintiffs there.

their immigration status. UFW members who are U.S. citizens and lawful permanent residents, and those who have employment authorization documents, such as H-2A temporary agricultural visas, T-visas, Temporary Protected Status, Deferred Action for Labor Enforcement, or Deferred Action for Childhood Arrivals, nevertheless express fear about being swept up in enforcement actions and seized, arrested, or detained without regard to their authorization to be in the U.S. Through her role as a UFW officer, Strater received a report about a UFW member, "Angel."

Angel is a U.S. citizen who identifies as Latino. Angel was walking to a community center with a coworker when two vehicles "pulled up to them suddenly." One was a U.S. Customs and Border Patrol truck, the other was a "plain, white car filled with what appeared to be soldiers wearing military clothing." The agent driving the truck asked Angel where he was born. Angel responded, "Simi Valley." The agent then asked: "What hospital?" Angel provided the hospital's name. The agent then turned to Angel's coworker, asking, "What about you?" The coworker, Roberto, responded in Spanish. The agents exited their vehicle, grabbed Roberto, and loaded him into their truck. Angel started walking away, but the agents demanded that he return. Angel told them again that he is a U.S. citizen. The agents directed Angel to show them his identification. They did

not let him leave until he showed them his California ID. Angel fears that agents will stop him again simply because of his apparent race or profession.

ii. Los Angeles Worker Center Network

The Los Angeles Worker Center Network (LAWCN) has eight member organizations. These include CLEAN Carwash Worker Center, the Garment Worker Center, the Koreatown Immigrant Workers Alliance, the Los Angeles Black Worker Center, the Philipino Workers Center, the Warehouse Worker Resource Center, the UCLA Labor Center, and Bet Tzedek Legal Services. LAWCN's member organizations currently represent over 3,800 workers.

CLEAN has approximately 1,800 individual members, all of whom are carwash workers in Southern California. CLEAN has members that live or work in Los Angeles, Orange, San Bernadino, Ventura, and Riverside counties. CLEAN's members are "predominantly Latine, with many being immigrants or the children of immigrants." CLEAN's Executive Director is Flor Melendrez.

Since Defendants' operation commenced in June 2025, dozens of CLEAN members who work at carwashes in Los Angeles and Orange counties have been stopped or arrested by immigration agents. Melendrez is also aware of dozens more carwash workers who work alongside CLEAN's members who have been detained or arrested by immigration agents. Based on reports from members, members' families, and staff, Melendrez understands that "carwashes have been a

consistent and ongoing target of immigration agents" and that "agents have targeted some carwashes more than once."

Plaintiffs submitted a declaration from CLEAN member Jesus Aristeo Cruz Uitz. Cruz Uitz has been a member of CLEAN since 2020. He is 51 years old and has four U.S. citizen children, ages five to sixteen. Before the events at issue in this case, Cruz Uitz had lived in the U.S. for more than 30 years, and he was a resident of Inglewood, Los Angeles County, California. He had no criminal convictions, and no encounters with immigration or law enforcement.

On Sunday, June 8, 2025, Cruz Uitz went to work at a carwash in Los Angeles, where he had been working for about eight years. At about 3:30 p.m., six vehicles pulled up in a "very fast and intimidating" manner and parked at the entrance. Some vehicles were unmarked, others had green stripes that said Border Patrol. About two agents came out of each vehicle, wearing masks. Some of the carwash workers ran, but Cruz Uitz stayed where he was. One of the people who got out of the vehicles approached Cruz Uitz "angrily and grabbed [Cruz Uitz's] arms. He was wearing green pants and a black vest. His clothes did not have any symbols or letters. He had a pistol. He asked [Cruz Uitz] in Spanish, 'Do you have papers?'" As soon as Cruz Uitz answered, the agent began handcuffing Cruz Uitz without saying anything else. Cruz Uitz told the agent, "You're hurting me." The agent responded, "You're not understanding. We're kicking you out." The agent

pushed Cruz Uitz into the backseat of a vehicle, causing Cruz Uitz "to hit into a metal median." When Cruz Uitz explained that the handcuffs were hurting him, the agent ignored him. About a minute later, the agents brought in one of Cruz Uitz's coworkers. Two of Cruz Uitz's coworkers "have light skin"—one is Persian, and the other is from Russia—and neither of them was approached by immigration agents or arrested.

iii. Coalition for Humane Immigrant Rights

The Coalition for Humane Immigrant Rights (CHIRLA) is a nonprofit and membership organization headquartered in Los Angeles, California, with eight offices throughout California.

CHIRLA's activities include providing legal services and education. It has approximately 50,000 active members across California. Its membership is predominantly Latino and includes U.S. citizens, non-U.S. citizens with lawful status, and non-U.S. citizens without lawful status. Many of its members belong to mixed-status families—that is, families consisting of both individuals with citizenship or lawful status and individuals without. Many of its members "are day laborers who wait outside Home Depots, carwash workers, and street vendors who sell their products on public sidewalks."

CHIRLA's Executive Director, Angelica Salas, attests that many of CHIRLA's members "are experiencing significant levels of fear over the

possibility of being grabbed and snatched in immigration raids in public areas based on racial profiling." Even CHIRLA members with U.S. citizenship, work authorization, or pending applications for legal permanent residency have changed their daily routines out of fear that they will be detained based on their Latino appearance.

D. The District Court's TRO

The district court found that Plaintiffs "are likely to succeed in showing [that] seizures requiring reasonable suspicion have occurred."[6] Reviewing Plaintiffs' evidence regarding the circumstances surrounding the stops, it found that the conditions were coercive enough that the interactions were not consensual. The district court also found that Plaintiffs are "likely to succeed in showing that the seizures are based upon the four enumerated factors" or a subset of them. Those factors are (1) apparent race or ethnicity; (2) speaking Spanish or speaking English with an accent; (3) presence at a particular location; and (4) the type of work one does. The district court then concluded that "sole reliance on the four enumerated

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[6] Two of the association plaintiffs also challenge "denial of access to counsel and illegal conditions of confinement" at a federal facility in Los Angeles. **Complaint at 6.** Those plaintiffs applied for a separate TRO based on those practices. **ECF 38.** The district court granted both TRO applications in a single order. Defendants appealed only the district court's grant of the Stop/Arrest TRO application. Although the complaint also challenges Defendants' stop-and-arrest practices on statutory and regulatory bases, because the Stop/Arrest TRO was based only on Plaintiffs' Fourth Amendment claim, we do not address in detail Plaintiffs' other claims and allegations. **ECF 89.**

factors does not constitute reasonable suspicion." And, finally, the district court found that Defendants' stops based only on the four factors were part of an officially-sanctioned "pattern of conduct." Particularly, the court found that, despite there being no evidence of an "official policy" of making stops based only on the four factors and without reasonable suspicion, there was sufficient evidence to show that Defendants were routinely doing so. The court also observed that "a plethora" of public statements by high-level officials supported the finding that the challenged practice was approved or authorized by officials. Based on those findings, the district court granted Plaintiffs' application for the TRO.

The TRO provides:[7]

> a. As required by the Fourth Amendment of the United States Constitution, Defendants shall be enjoined from conducting detentive stops in this District unless the agent or officer has reasonable suspicion that the person to be stopped is within the United States in violation of U.S. immigration law.
> b. In connection with paragraph [a], Defendants may not rely solely on the factors below, alone or in combination, to form reasonable suspicion for a detentive stop, except as permitted by law:
> i. Apparent race or ethnicity;
> ii. Speaking Spanish or speaking English with an accent;
> iii. Presence at a particular location (e.g., bus stop, car wash, tow yard, day laborer pick up site, agricultural site, etc.); or
> iv. The type of work one does.

[7] In the district court's order, paragraph b. references "paragraph (1)," not "paragraph a." We think it obvious that the district court meant to refer to paragraph a. Accordingly, we have corrected that typographical error in our recitation of the TRO's terms. We note that, in challenging the TRO, Defendants do not rely on paragraph b.'s reference to "paragraph (1)."

E. Defendants' Motion for a Stay Pending Appeal

Defendants filed a notice of appeal and an emergency motion to stay the district court's TRO pending appeal.

It is important to note the issues Defendants did *not* raise in their motion for a stay. Defendants did not dispute the district court's finding that detentive stops requiring reasonable suspicion have occurred. They did not dispute that these detentive stops have been based solely on the four enumerated factors. They did not challenge the district court's findings that those stops are part of a pattern of conduct that has apparent official approval. And, finally, they did not meaningfully dispute the district court's conclusion that sole reliance on the four enumerated factors, alone or in combination, does not satisfy the constitutional requirement of reasonable suspicion. Their motion so states in a single sentence, without argument or citation to any legal authority. In their reply, they addressed that issue in three paragraphs, only one of which makes any reference to legal authority.

Here are the arguments that Defendants *do* make: They first argue that Plaintiffs cannot show a sufficient likelihood of future injury to support standing for injunctive relief and, even if they can meet the Article III threshold, they still cannot show a "real and immediate threat" that they will be harmed again sufficient to justify injunctive relief. As to the substance of the TRO, they argue

that it is impermissibly vague, inconsistent with the Fourth Amendment, and exceeds what is necessary to provide the Plaintiffs "complete relief."

II. JURISDICTION

We begin with two threshold questions: statutory jurisdiction and Article III standing.

A. Statutory Jurisdiction

We have jurisdiction under the All Writs Act, 28 U.S.C. § 1651, to consider a motion for a stay of a TRO pending appeal. *Newsom v. Trump*, 141 F.4th 1032, 1043 (9th Cir. 2025). The question whether the TRO is appealable informs the likelihood Defendants will succeed on the merits of their appeal; the answer does not affect our jurisdiction to consider a stay while the question is litigated. *Id.* at 1044.

B. Article III Standing

We have jurisdiction to consider "Cases" and "Controversies" "in Law and Equity." U.S. Const. Art. III. For there to be a "Case," a plaintiff must have a "personal stake" such that he or she is "the proper party to bring [the] suit." *Raines v. Byrd*, 521 U.S. 811, 818 (1997). Standing is jurisdictional; we consider it de novo and sua sponte. *Summers v. Earth Island Inst.*, 555 U.S. 488, 493 (2009).

To satisfy the "irreducible constitutional minimum of standing," a plaintiff "must have suffered an 'injury in fact'—an invasion of a legally protected interest which is (a) concrete and particularized, and (b) actual or imminent, not

conjectural or hypothetical." *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560–61 (1992) (cleaned up). There also must be "a causal connection between the injury and the conduct complained of," and "it must be likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision." *Id.* (cleaned up).

"Because standing is 'an indispensable part of the plaintiff's case,' it 'must be supported in the same way as any other matter on which the plaintiff bears the burden of proof, *i.e.*, with the manner and degree of evidence required at the successive stages of the litigation.'" *Washington v. Trump*, 847 F.3d 1151, 1159 (9th Cir. 2017) (quoting *Lujan*, 504 U.S. at 561). "At this very preliminary stage of the litigation, [plaintiffs] may rely on the allegations in their Complaint and whatever other evidence they submitted in support of their TRO motion to meet their burden." *Id.* "With these allegations and evidence, [plaintiffs] must make a 'clear showing of each element of standing.'" *Id.* (quoting *Townley v. Miller*, 722 F.3d 1128, 1133 (9th Cir. 2013)).

The record shows—and Defendants do not dispute—that each of the individual plaintiffs, and members of both UFW and LAWCN, were stopped by government agents as part of the challenged operation. That is enough to make a "clear showing" of injury in fact. *Id.* Defendants challenge only Plaintiffs' standing to seek prospective injunctive relief.

To have standing to seek an injunction against future unlawful conduct, a plaintiff must show a "sufficient likelihood" that they will suffer a similar injury in the future. *City of Los Angeles v. Lyons*, 461 U.S. 95, 111 (1983); *see also LaDuke v. Nelson*, 762 F.2d 1318, 1324 (9th Cir. 1985). "Although questions of standing are reviewed de novo, we will affirm a district court's ruling on standing when the court has determined that the alleged threatened injury is sufficiently likely to occur, unless that determination is clearly erroneous or incorrect as a matter of law." *Mayfield v. United States*, 599 F.3d 964, 970 (9th Cir. 2010).

Here, the district court found that plaintiff Gavidia had standing to seek prospective injunctive relief because "there is a real and immediate threat that the conduct complained of will continue," and "[a]ll of the evidence adduced suggests a high likelihood of recurrent injury."

In their motion for a stay, Defendants argue that none of the plaintiffs have standing to seek prospective injunctive relief. We consider first whether the individual plaintiffs have standing to obtain equitable relief, and then whether the association plaintiffs have standing to obtain such relief on their members' behalf.[8]

[8] Only one plaintiff with standing is sufficient for Article III. Still, we consider the standing of each plaintiff to address Defendants' argument about the scope of relief. *See infra*, Section III.A.4.

1. Individual Plaintiffs

We conclude that each of the individual plaintiffs has standing to seek injunctive relief because there is a "realistic[] threat[]" that each will be stopped without reasonable suspicion as part of Defendants' Operation at Large. *Lyons*, 461 U.S. at 106.

As we have explained, a plaintiff can show that an injury is likely to recur by "demonstrat[ing] that the harm is part of a pattern of officially sanctioned behavior, violative of the plaintiffs' federal rights." *Melendres v. Arpaio*, 695 F.3d 990, 998 (9th Cir. 2012) (cleaned up). The district court here found that Plaintiffs' evidence demonstrated "a pattern of conduct," and that "a plethora of statements suggest[ed] approval or authorization" of the challenged stop-and-arrest practices, including a recent statement by Defendant Gregory K. Bovino, the Chief Patrol Agent for the El Centro Sector of the CBP. Defendants do not meaningfully dispute these findings, and they are well supported by the record. The sworn declarations describe more than a dozen stops based on less than reasonable suspicion—targeting Hispanic or Latino people in public places and at businesses like Home Depots and carwashes. Defendants' declarations corroborate key allegations regarding the commencement of Operation At Large in Los Angeles and the dispatching of "contact teams" to public places and businesses. Their general descriptions of training regarding the requirements for a lawful seizure do little to

overcome Plaintiffs' specific evidence showing a series of similar detentive stops without reasonable suspicion. On this record, we agree with the district court that Plaintiffs have shown that the challenged conduct is "part of a pattern of officially sanctioned behavior" and thus that the alleged injury is "likely to recur." *Id.* at 997–98 (cleaned up).

Defendants argue that the record fails to show that any specific plaintiff is likely to be stopped again. As they note, the record shows only one individual, J.M.E., has been stopped by Defendants twice. But that one recurrence is significant, especially considering that Defendants' agents stopped J.M.E. twice in just 10 days—first on June 9, and again on June 19. Gavidia and the other individual plaintiffs were each stopped only once.[9] But Defendants made all those stops and dozens more in a single month. Defendants commenced Operation at Large in Los Angeles on June 6, and Plaintiffs submitted their evidence of stops on July 3. Additionally, the record shows that Defendants' ongoing Operation At Large involves sending contact teams to public places and types of businesses, such as carwashes and Home Depots that they believe are "utilized" by illegal immigrants. And, the record includes evidence that Defendants have sent teams to the same place repeatedly. Accordingly, we conclude that there is a "real and

[9] We agree with Defendants that the district court's finding that Gavidia has been subjected to multiple stops was clearly erroneous.

immediate threat," *Lyons*, 461 U.S. at 102, that Defendants' patrols will send contact teams to the same locations and encounter the same individuals.

Our conclusion is consistent with the Supreme Court's holding in *Lyons.* In that case, police officers subjected Lyons to a chokehold during a routine traffic stop. Lyons sought an injunction against future use of chokeholds by police officers under circumstances "which do not threaten death or serious bodily injury." *Id.* at 100. The Supreme Court concluded that Lyons lacked standing to pursue injunctive relief because it was "no more than speculation to assert [] that Lyons himself" would again be subject to a chokehold. *Id.* at 108.

This case is a far cry from *Lyons*. To start, Plaintiffs seek to enjoin the stops themselves, not some subsequent conduct that might occur only after a stop, like a chokehold. In *Lyons* and other cases where the asserted future injury was insufficient to confer standing, "there was either little indication in the record that the plaintiffs had firm intentions to take action that would trigger the challenged governmental action, or little indication in the record that, even if plaintiffs did take such action, they would be subjected to the challenged governmental action." *Associated Gen. Contractors of Cal. v. Coal. for Econ. Equity*, 950 F.2d 1401, 1407 (9th Cir. 1991); *see also Lyons*, 461 U.S. at 111 (concluding that Lyons's risk of future injury was speculative, in part because his claim of future injury depended on him being stopped for a traffic violation or some other offense). The

same is not true here. Unlike in *Lyons*, the individual plaintiffs here cannot escape future injury by avoiding unlawful activity. There is no predicate action that the individual plaintiffs would need to take, other than simply going about their lives, to potentially be subject to the challenged stops.

Further, the district court in *Lyons* did not make an explicit finding about the likelihood of recurrence, and the record in *Lyons* did not establish a policy of chokeholds "authorized absent some resistance or other provocation." 461 U.S. at 110. Here, in contrast, the district court specifically found that the evidence indicates that the challenged stops are part of an officially-sanctioned pattern and that, as a result, there is "a high likelihood of recurrent injury."

In sum, unlike in *Lyons*, the district court in this case made an explicit finding of likelihood of recurrence, there is evidence that the complained-of conduct stems from a pattern or practice by Defendants, and there is no specific predicate action required by Plaintiffs to trigger Defendants' challenged practice. We distinguished *Lyons* on those same bases in *Melendres v. Arpaio*, explaining that the district court did not err in finding that the threatened constitutional injury was likely to occur again where "the district court expressly found that the Plaintiffs [were] sufficiently likely to be seized in violation of the Fourth Amendment," the plaintiffs presented evidence that defendants "engaged in a pattern or practice of conducting [the challenged] stops," and the plaintiffs could not "avoid injury by

avoiding illegal conduct." 695 F.3d at 998 (cleaned up). Defendants suggest that Plaintiffs must provide "direct evidence of an unlawful policy" to establish standing. But no official statement or express policy is required to demonstrate a "pattern of officially sanctioned behavior, violative of the plaintiffs' federal rights." *Armstrong v. Davis*, 275 F.3d 849, 861 (9th Cir. 2001) (cleaned up). In *Nicacio v. INS*, for example, we held plaintiffs had standing to seek injunctive relief where the district court found that "the INS was engaged in a pattern of unlawful stops to interrogate persons of Hispanic appearance traveling by automobile on Washington highways," based on the plaintiffs' testimony about their experiences. 797 F.2d 700, 701–04 (9th Cir. 1985).

We therefore conclude that the individual plaintiffs have made a sufficient showing of future injury to establish standing to seek injunctive relief.

2. Association Plaintiffs

To establish "associational" standing and bring suit on behalf of its members, an association must show that: "(a) its members would otherwise have standing to sue in their own right; (b) the interests it seeks to protect are germane to the organization's purpose; and (c) neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit." *Students for Fair Admissions, Inc. v. President & Fellows of Harvard Coll.*, 600 U.S. 181, 199 (2023) (quoting *Hunt v. Wash. St. Apple Adver. Comm'n*, 432 U.S. 333, 343

(1977)). Further, "[w]here it is relatively clear, rather than merely speculative, that one or more members have been or will be adversely affected by a defendant's action, and where the defendant need not know the identity of a particular member to understand and respond to an organization's claim of injury," the organization is not required to "identify by name the member or members injured" to establish associational standing. *Nat'l Council of La Raza v. Cegavske*, 800 F.3d 1032, 1041 (9th Cir. 2015). *See also Fla. State Conf. of NAACP v. Browning*, 522 F.3d 1153, 1163 (11th Cir. 2008) (holding that, "[t]o satisfy the requirements of associational standing, all that plaintiffs need to establish is that at least one member faces a realistic danger of" being injured by the challenged practice).

a. Members' Standing

At least some of each association's members would have standing to sue in their own right. UFW and LAWCN each submitted evidence regarding individual members' experiences of detentive stops. As to CHIRLA, the district court found that it has members who "reasonably fear being subject to the stop and arrest practices challenged in this case." Based on this reasonable fear, the record shows that CHIRLA members have changed their routines and tried to avoid leaving their homes.

As with the individual plaintiffs, we conclude that the associations' individual members can establish standing to seek injunctive relief based on a real and

immediate threat of future injury. *Lyons*, 461 U.S. at 105. The associations have thousands of members across California and the Central District, and the evidence suggests that Defendants are engaged in a high-volume, District-wide practice of making detentive stops with less than reasonable suspicion. The large scale of the association plaintiffs' Los Angeles-area memberships "increases the threat of future harm to [the association plaintiffs'] members." *Cal. Rest. Ass'n v. City of Berkeley*, 89 F.4th 1094, 1100 (9th Cir. 2024) (quoting *Nat. Res. Def. Council v. U.S. E.P.A.*, 735 F.3d 873, 878 (9th Cir. 2013)). In these circumstances, it is highly likely that at least one member of each association will be subject to Defendants' challenged practices. *See id.*; *see also Fla. State Conf. of N.A.A.C.P.*, 522 F.3d at 1163 (concluding that plaintiff associations had standing to seek prospective relief against a state statute barring voter registrations in the event of social security or drivers' license number "mismatches" because it was "highly unlikely—even with only a one percent chance of rejection for any given individual—that not a single [association] member will have his or her application rejected due to a mismatch").

b. Associations' Interests

The interests the association plaintiffs seek to protect are germane to their purposes. Each of the association plaintiffs has a mission to defend the rights of low-wage workers with various immigration statuses. The association plaintiffs' stated "institutional goals" to protect "a broad range of rights" for their members is

sufficient for purposes of establishing associational standing. *Cal. Rural Legal Assistance, Inc. v. Legal Servs. Corp.*, 917 F.2d 1171, 1174 (9th Cir. 1990).

c. Members' Participation

Lastly, neither the claim asserted nor the relief requested requires the participation of the associations' individual members in this lawsuit. As a general matter, membership organizations may bring constitutional claims on behalf of their members. *See, e.g.*, *Students for Fair Admissions*, 600 U.S. at 200–01; *Stavrianoudakis v. U.S. Fish & Wildlife Serv.*, 108 F.4th 1128, 1143 (9th Cir. 2024) (holding organization had associational standing to seek injunctive relief to protect its members' Fourth Amendment rights). Because Plaintiffs allege an ongoing pattern of unconstitutional detentive stops, demonstrating the likelihood of future such stops does not require the participation of individual members. And because Plaintiffs seek only prospective injunctive relief (not damages), individual participation is not necessary for effective relief. *See, e.g.*, *id.*; *Columbia Basin Apartment Ass'n v. City of Pasco*, 268 F.3d 791, 799 (9th Cir. 2001) (holding that claims for injunctive relief "do not require individualized proof" of harm). Finally, associational standing is particularly appropriate where the "constitutional rights of persons who are not immediately before the Court could not be effectively vindicated except through an appropriate representative before the Court." *NAACP v. Ala. ex. Rel. Patterson*, 357 U.S. 449, 459 (1958). Here, the intense fear of

discriminatory stops that Defendants' roving patrols have provoked may prevent the association plaintiffs' members from active participation in the lawsuit.[10]

In sum, we have jurisdiction to decide whether to stay the district court's TRO pending appeal, and all Plaintiffs—the individuals and associations—have established their standing to seek prospective equitable relief.

III. DISCUSSION

We next turn to the central question before us: Should we stay the district court's TRO during the appeal proceedings?

We consider the four "*Nken* factors" in deciding whether to grant a stay pending appeal. The factors are: (A) "whether the stay applicant has made a strong showing that [it] is likely to succeed on the merits" of its appeal; (B) "whether the applicant will be irreparably injured absent a stay"; (C) "whether issuance of the stay will substantially injure the other parties"; and (D) "where the public interest lies." *Newsom*, 141 F.4th at 1044 (quoting *Nken v. Holder*, 556 U.S. 418, 426

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[10] The associations are bringing claims on behalf of their members to vindicate their *members'* personal rights; they are not seeking to benefit themselves by asserting a third party's rights. The cases cited by Defendants involving parties seeking either to exclude evidence or to assert a 42 U.S.C. § 1983 claim based on the violation of a third party's Fourth Amendment rights are inapplicable. *See Rakas v. Illinois*, 439 U.S. 128, 138–40 (1979) (third-party exclusionary rule); *Mabe v. San Bernardino Cnty., Dep't of Pub. Soc. Servs.*, 237 F.3d 1101, 1111 (9th Cir. 2001) (third-party § 1983 claim). Moreover, the practical considerations that counsel against extending the exclusionary rule to third parties are not at issue here. *See Heartland Acad. Cmty. Church v. Waddle*, 427 F.3d 525, 532 (8th Cir. 2005).

(2009)). A stay pending appeal is "an exercise of judicial discretion"; "[a] stay is not a matter of right, even if irreparable injury might otherwise result." *Nken*, 556 U.S. at 433 (cleaned up). "The party requesting a stay bears the burden of showing that the circumstances justify an exercise of that discretion." *Id.* at 433–34.

A. Likelihood of Success on the Merits of Appeal

The first stay inquiry is whether Defendants have "made a strong showing" that they are likely to succeed on the merits of their appeal. *Nken*, 556 U.S. at 434. Because Defendants cannot succeed on the merits of their appeal unless the TRO is appealable, we begin by addressing that issue. Then we address each of Defendants' bases for appealing the TRO.

1. Appealability of the TRO

We first address the threshold jurisdictional question that will be a precondition to the merits of Defendants' appeal: Is the district court's TRO appealable?

Under 28 U.S.C. § 1291(a)(1), we have jurisdiction over appeals of "[i]nterlocutory orders . . . granting . . . injunctions." "Ordinarily, a TRO is not an appealable order." *E. Bay Sanctuary Covenant v. Trump*, 932 F.3d 742, 762 (9th Cir. 2018). But a TRO can be appealed if it has the "same effect as a preliminary injunction." *Id.* "We treat a TRO as a preliminary injunction where an adversary hearing has been held, and the court's basis for issuing the order is strongly

challenged." *Id.* (cleaned up). "Further, a key distinction . . . is that a TRO may issue without notice and remains in effect for only 14 days." *Id.* at 762–63.

Here, the district court entered the TRO on appeal after notice, expedited briefing, and a hearing. Defendants "strongly challenged" the district court's basis for entering the TRO. *Id.* at 762. The TRO will remain in effect for longer than 14 days.

We therefore conclude that Defendants are likely to succeed in establishing that the district court's TRO is appealable under § 1291(a)(1).

2. Sufficient Likelihood of Injury to Warrant Equitable Relief

Defendants argue that, even if Plaintiffs have shown injury sufficient for Article III standing, "they cannot come close to showing the threat of immediate and irreparable harm that is necessary for an injunction."

For this argument, Defendants principally rely on *Hodgers-Durgin v. de la Vina*, 199 F.3d 1037 (9th Cir. 1999). In *Hodgers-Durgin*, this court assumed that even if plaintiffs had established a sufficient threat of future injury to confer Article III standing to seek prospective relief, the asserted injury was not sufficiently immediate to warrant an injunction as a matter of the law of equitable remedies. *Id.* at 1042. In that case, the plaintiffs had sought an injunction against Border Patrol practices. But the two named plaintiffs had each been stopped "only once in 10 years." *Id.* at 1044. Based on this record, this court concluded that the

plaintiffs had not established that it was sufficiently likely they would be stopped again. *Id.*

This case is decisively different. It is undisputed that Defendants have been conducting a massive and ongoing immigration enforcement operation in the Los Angeles region since early June. The record shows Defendants' agents have conducted many stops in the Los Angeles area within a matter of weeks, not years, some repeatedly in the same location. For the association plaintiffs, the likelihood of harm corresponds with the likelihood that one or more of their members will be stopped by one of Defendants' agents—which, for the reasons discussed above, is considerable.

Based on this record, the district court did not clearly err in "affirmatively find[ing] that there is a real *and immediate* threat that the conduct complained of will continue." (Emphasis added). And "[i]t is well established that the deprivation of constitutional rights 'unquestionably constitutes irreparable injury.'" *Melendres v. Arpaio*, 695 F.3d at 1002 (quoting *Elrod v. Burns*, 427 U.S. 347, 373 (1976)).

3. Objections to the Terms of the TRO

Defendants primarily argue that portions of the TRO constitute an impermissibly vague "follow-the-law" injunction. They also argue that the TRO is inconsistent with the Fourth Amendment. We address each argument in turn.

i. Vagueness

Federal Rule of Civil Procedure 65(d)(1) requires that any injunction or TRO be "specific in terms" and "describe in reasonable detail—and not by reference to the complaint or other document—the act or acts sought to be restrained." "[T]he specificity provisions of Rule 65(d) are no mere technical requirements. The Rule was designed to prevent uncertainty and confusion on the part of those faced with injunctive orders, and to avoid the possible founding of a contempt citation on a decree too vague to be understood." *Schmidt v. Lessard*, 414 U.S. 473, 476 (1974). The terms of the injunction should be clear enough to be understood by a lay person, not just by lawyers and judges. *Reno Air Racing Ass'n v. McCord*, 452 F.3d 1126, 1134 (9th Cir. 2006).

Whether the TRO is sufficiently clear is a context-specific inquiry that "must be applied in the light of the circumstances surrounding the order's entry," including "litigation history." *Id.* at 1133-34 (cleaned up); *see also Melendres v. Skinner*, 113 F.4th 1126, 1138 (9th Cir. 2024) (interpreting district court's injunction in light of previous orders and "the [district] court's exchanges . . . at a status conference before the issuance of the" injunction). When interpreting the district court's order, we consider the text of the order itself together with the "accompanying opinion" and other documents attached to the order. *See Schmidt*, 414 U.S. at 476; *cf. Reno Air Racing*, 452 F.3d at 1132 (permitting incorporation

by reference of an exhibit attached to an order). We will not set aside an injunction under Rule 65 unless it is "so vague" that it has "no reasonably specific meaning." *Skinner*, 113 F.4th at 1140 (cleaned up).

As previously noted, the TRO at issue here provides:

> a. As required by the Fourth Amendment of the United States Constitution, Defendants shall be enjoined from conducting detentive stops in this District unless the agent or officer has reasonable suspicion that the person to be stopped is within the United States in violation of U.S. immigration law.
> b. In connection with paragraph [a], Defendants may not rely solely on the factors below, alone or in combination, to form reasonable suspicion for a detentive stop, except as permitted by law:
> i. Apparent race or ethnicity;
> ii. Speaking Spanish or speaking English with an accent;
> iii. Presence at a particular location (e.g., bus stop, car wash, tow yard, day laborer pick up site, agricultural site, etc.); or
> iv. The type of work one does.

As Defendants point out, paragraph b. prohibits sole reliance on the four factors to form reasonable suspicion to support a detentive stop, "except as permitted by law." We agree with Defendants that the "except as permitted by law" clause makes paragraph b. impermissibly vague: what is "permitted by law" is not clear to lawyers and judges, much less lay persons who are the "target of the injunction." *Reno Air Racing*, 452 F.3d at 1134. We therefore conclude that Defendants are likely to succeed on the merits as to that specific clause. Defendants, however, are not likely to succeed on their remaining arguments.

Defendants contend that paragraph a. is impermissibly vague because it simply "restates the constitutional requirement of reasonable suspicion." The first paragraph, standing alone, could be an impermissible follow-the-law injunction. But, as the TRO states, paragraph a. must be read "[i]n connection with" with paragraph b., which specifies exactly what Defendants are prohibited from doing. When read together, paragraphs a. and b. prohibit Defendants from making detentive stops based solely on the four factors, or some combination of them. The TRO does not expose Defendants to the threat of contempt when they make a stop based on other factors—even if a court later concludes that Defendants lacked reasonable suspicion for the stop.

ii. Fourth Amendment

As Defendants correctly note, when making reasonable-suspicion determinations, "reviewing courts . . . must look at the 'totality of the circumstances' of each case to see whether the detaining officer has a 'particularized and objective basis' for suspecting legal wrongdoing." *United States v. Arvizu*, 534 U.S. 266, 273 (2002) (quoting *United States v. Cortez*, 449 U.S. 411, 417 (1981)). Further, in light of *Arvizu*, we have recognized that "the nature of the totality-of-the-circumstances analysis" precludes courts from "holding that certain factors are presumptively given no weight without considering those factors in the full context of each particular case." *United States*

v. Valdes-Vega, 738 F.3d 1074, 1079 (9th Cir. 2013) (en banc). Thus, in *Valdes-Vega*, we concluded that earlier Ninth Circuit decisions "holding that certain factors are *per se* not probative or are *per se* minimally probative do not now comply with Supreme Court precedent." *Id.* at 1079. As the *Arvizu* Court explained, a "divide-and-conquer" analysis of individual factors is inappropriate because, even when each in a series of facts is innocent on its own, those facts may give rise to reasonable suspicion when viewed together. 534 U.S. at 274.

Defendants primarily argue that the TRO runs afoul of *Valdes-Vega* because, in their view, the TRO enjoins them from relying on the four factors at all, even in combination with other factors. This argument misreads the TRO. The TRO does not prohibit Defendants from relying on the four factors at all. Rather, the TRO clearly states that "Defendants may not rely *solely* on the [four factors], alone or in combination, to form reasonable suspicion for a detentive stop." (Emphasis added.) The TRO is clear, but if Defendants remain confused, they need only read the accompanying opinion. In adopting Plaintiffs' proposed TRO, the district court explained that the proposed TRO would "enjoin reliance *solely* on these four enumerated factors alone or in combination." (Emphasis in original.) It would "not . . . enjoin reliance on these factors along with other factors, nor—contrary to Defendants' mischaracterizations—[would it] require that Defendants ignore these factors or 'put blinders on' when they run across these factors." The district court

clarified the same point in the TRO hearing, confirming that the proposed TRO would prohibit sole reliance on the four factors, but it would not prohibit reliance on those factors in combination with unlisted factors.

Defendants also argue that, even if the TRO prohibits only detentive stops based solely on the four factors, the TRO creates a categorical rule about the relevance of those factors which, in Defendants' view, is inconsistent with the general principle that reasonable-suspicion determinations depend on the "totality of the circumstances." This argument fails for several reasons.

To begin, the TRO does not create a categorical rule. Rather, the TRO prohibits Defendants from relying solely on the four factors in the context of the current enforcement activities in a particular place, the Central District. The district court concluded that, in that context, the four factors establish only a "broad profile" that, without "additional information that winnows the broad profile into an objective and particularized suspicion of the person to be stopped," "do[es] not demonstrate reasonable suspicion for any particular stop." Additionally, the TRO does not establish an impermissible *per se* rule because it says nothing about how to weigh the four factors in other circumstances or if other relevant factors are present. If future stops are based on additional, relevant facts, those scenarios will be unaffected by the TRO.

Moreover, the TRO's rule—that Defendants may not rely solely on the four factors to form reasonable suspicion for a detentive stop in the Central District—is entirely consistent with the general principle that reasonable-suspicion determinations must be based on the totality of the circumstances. Courts routinely assess specific groupings of factors to determine whether those factors together give rise to reasonable suspicion. That is exactly what a reasonable-suspicion determination entails. *See, e.g.*, *Ornelas v. United States*, 517 U.S. 690, 698 (1996). Moreover, in *Ornelas*, the Supreme Court held that a de novo standard of review for reasonable suspicion determinations is appropriate because "de novo review tends to unify precedent and will come closer to providing law enforcement officers with a defined set of rules" regarding what constitutes reasonable suspicion. *Id.* at 697. In so holding, the Court acknowledged that, "because the mosaic which is analyzed for a reasonable-suspicion or probable-cause inquiry is multi-faceted, one determination will seldom be a useful precedent for another." *Id.* (cleaned up). "But," the Court explained, "there are exceptions." *Id.* The Court went on to identify multiple pairs of cases in which the circumstances of two cases "were so alike" that precedent compelled the same reasonable-suspicion determination in the later case. *Id.* Consistent with *Ornelas*, the TRO provides Defendants with appropriate guidance regarding a particular set of circumstances that appears repeatedly in the record of this case.

Finally, Defendants argue that the TRO is improper because "some combination of the enumerated factors will at least sometimes support reasonable suspicion for a stop." Because Defendants "fail[ed] to develop" this argument by offering any analysis, legal authority, or examples in support, we are not obligated to consider it. *See, e.g.*, *Iraheta-Martinez v. Garland*, 12 F.4th 942, 959 (9th Cir. 2021). We nonetheless address Defendants' argument to explain why the TRO is consistent with the Fourth Amendment.

The TRO prohibits Defendants from making a detentive stop based only on the following four factors, or some subset of these factors: (1) the person's apparent race or ethnicity; (2) that the person speaks Spanish or speaks English with an accent; (3) the person's presence at a particular location—whether that be a random location, such as a sidewalk or front yard, or a location selected "because past experiences have demonstrated that illegal aliens utilize or seek work at these locations"; and (4) the type of work the person does or appears to do, even if that is a job that, in the officers' experience, is more often performed by illegal immigrants than are other jobs.

"The Fourth Amendment applies to all seizures of the person, including seizures that involve only a brief detention short of traditional arrest." *United States v. Brignoni-Ponce*, 422 U.S. 873, 884 (1975). In *Brignoni-Ponce*, the Supreme Court considered the Border Patrol's authority to stop automobiles in

areas near the Mexican border. The Court held that, "[e]xcept at the border and its functional equivalents," the Fourth Amendment does not allow immigration enforcement officers to make detentive stops unless they are "aware of specific articulable facts, together with rational inferences from those facts, that reasonably warrant suspicion" that the persons stopped or detained "may be illegally in the country." *Id.* at 884.

Reasonable suspicion must be "particularized and objective." *Arvizu*, 534 U.S. at 273. That is, an officer must have reasonable suspicion as to "*the particular person being stopped*." *United States v. Montero-Camargo*, 208 F.3d 1122, 1129 (9th Cir. 2000) (en banc); *accord Brown v. Texas*, 443 U.S. 47, 51 (1979). In making a reasonable-suspicion determination, "the facts must be filtered through the lens of the agents' training and experience," *Valdes-Vega*, 738 F.3d at 1079 (citing *Brignoni-Ponce*, 422 U.S. at 885), "but 'experience' does not in itself serve as an independent factor in the reasonable suspicion analysis." *Montero-Camargo*, 208 F.3d at 1131. "In other words, an officer's experience may furnish the background against which the relevant facts are to be assessed," *id.*, but the officers' "rational inferences" and "permissible deductions" must "flow from objective facts and be capable of rational explanation." *Nicacio*, 797 F.2d at 705.

To form reasonable suspicion, an officer must rely on facts and inferences specific enough that they do not describe "[l]arge numbers," *Brignoni-Ponce*, 422

U.S. at 886, or a "broad profile" of individuals, *United States v. Manzo-Jurado*, 457 F.3d 928, 939 (9th Cir. 2006). Reasonable suspicion cannot be based on "generalizations that, if accepted, would cast suspicion on large segments of the lawabiding population." *Id.* at 935. Rather, the specific facts articulated "must provide a rational basis for separating out the illegal aliens from American citizens and legal aliens." *Orhorhaghe v. INS*, 38 F.3d 488, 497 (9th Cir. 1994) (cleaned up). Accordingly, "[a] characteristic common to both legal and illegal immigrants does little to arouse reasonable suspicion." *Manzo-Jurado*, 457 F.3d at 937.

We agree with the district court that, in the context of the Central District of California, the four enumerated factors at issue—apparent race or ethnicity, speaking Spanish or speaking English with an accent, particular location, and type of work, even when considered together—describe only a broad profile and "do not demonstrate reasonable suspicion for any particular stop."

The Central District's demographics are relevant to this analysis. *See, e.g.*, *Brignoni-Ponce*, 422 U.S. at 885–87 & n.12 (considering probative value of "apparent Mexican ancestry" near the Mexican border in light of the demographics of the border states). Plaintiffs' undisputed evidence shows that nearly half—about 47 percent—of the Central District's population identifies as Hispanic or Latino.

In the United States generally, apparent Hispanic or Latino race or ethnicity generally has limited probative value, because "[l]arge numbers of native-born and

naturalized citizens have the physical characteristics identified with [Hispanic or Latino ethnicity]." *Id*. at 886. That probative value is even less in an area like the Central District in which "a substantial part . . . of the population is Hispanic." *Montero-Camargo*, 208 F.3d at 1132.

Speaking Spanish and speaking English with an accent are likewise characteristics that "appl[y] to a sizable portion of individuals lawfully present in this country." *Cf. Manzo-Jurado*, 457 F.3d at 936–37 (discussing the limited probative value of observation that "group members spoke to each other exclusively in Spanish and did not understand English"). These characteristics have very little probative value in the Central District of California. *See, e.g.*, U.S. Census Bureau, Language Spoken at Home (Table S1601), *Am. Cmty. Survey* (indicating that more than 55% of the population in Los Angeles County speaks a language other than English at home, including 37.7% of the population that speaks Spanish at home).

As to location, both the Supreme Court and this court have made clear that an individual's presence at a location that illegal immigrants are known to frequent does little to support reasonable suspicion when U.S. citizens and legal immigrants are also likely to be present at those locations. *See, e.g.*, *Brignoni-Ponce*, 422 U.S. at 882–83 (holding that "roving" border patrols must have reasonable suspicion to make stops even on roads "near the border," because those roads "carry not only

aliens seeking to enter the country illegally, but a large volume of legitimate traffic as well"); *United States v. Sigmond-Ballesteros*, 285 F.3d 1117, 1124 (9th Cir. 2002) (holding that an individual's presence on a highway that "smugglers" "common[ly]" used was "of only minimal significance" given that the highway connected various cities and "substantially all of the traffic in and around these cities is lawful" (cleaned up)).

The district court found that Defendants select certain types of public places and businesses because their "past experiences" indicate that illegal immigrants are present at and seek work at those locations. Defendants, however, provide no evidence—not even a bald assertion—that any of the public places or types of businesses they are targeting are used exclusively, or even predominantly, by individuals illegally in the country. *See Manzo-Jurado*, 457 F.3d at 937–38 & n. 10.[11] To the contrary, the evidence indicates that presence at such locations is "[a]

[11] In *Manzo-Jurado*, we concluded that the group's appearance as a work crew was only "marginally relevant," even though officers testified that Border Patrol had encountered "numerous" work crews that contained illegal immigrants. *Id.* at 937–38. In so holding, we noted that the officers did not discuss "the proportion of work crews in [the city] that have illegal aliens, even though they encountered "numerous" work crews with illegal aliens, because they did not testify about how many work crews they had encountered in the city "that did not have illegal aliens." *Id.* Further, even though "officials' skilled judgment plays a significant role in determining whether there was reasonable suspicion," the officers' "testimony regarding their prior encounters with works crews in [the city] which had contained illegal immigrants does not explain how their experience and

characteristic common" to legal immigrants, illegal immigrants, and U.S. citizens alike. *See id.* at 937. Consequently, the fact that a person is present at a business (such as a carwash) or other location (such as a bus stop) "does little to arouse reasonable suspicion," even when paired with officers' knowledge that illegal immigrants have frequented or sought work at that location. *See id.*

Like location, the type of work one does is at most "marginally relevant to establishing reasonable suspicion," even if it is work commonly performed by immigrants without legal status. *See id.* at 937–38. In *Manzo-Jurado*, we held that a group's "appearance as a work crew" was only "marginally relevant" because it was a "characteristic common to both legal and illegal immigrants"—even though officials testified they had encountered "numerous" individuals in that type of work who were present in the country illegally. *Id.* We have also explained that evidence that a particular employer is employing a large number of undocumented workers does not create reasonable suspicion as to each individual employee. *Perez-Cruz v. Barr*, 926 F.3d 1128, 1138 (9th Cir. 2019).

Even taken together, the four enumerated factors describe only a "broad profile" that does not supply the reasonable suspicion required to justify a detentive stop. *Manzo-Jurado*, 457 F.3d at 939. We considered a very similar set of

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expertise led to a reasonable inference of criminality that might well elude an untrained person." *Id.* at 938 n.10 (cleaned up).

factors in *Manzo-Jurado*. There, we concluded that the Border Patrol lacked reasonable suspicion that any individuals in a group were in this country illegally where the officers observed that the individuals (1) appeared Hispanic; (2) appeared to be a work crew; (3) spoke Spanish and were unable to speak English; and (4) were within 50 miles of the Canadian border. *Id.* at 932, 939–40. We held Border Patrol lacked reasonable suspicion to justify its stop based on those facts even though "proximity to the Canadian border supports reasonable suspicion," *id.* at 936, and even though Border Patrol had encountered numerous work crews in the city that employed illegal aliens, in some cases, "all illegal aliens," *id.* at 938 & n.9.[12]

As in *Manzo-Jurado*, the factors at issue here impermissibly "cast suspicion on large segments of the lawabiding population," including anyone in the District who appears Hispanic, speaks Spanish or English with an accent, wears work clothes, and stands near a carwash, in front of a Home Depot, or at a bus stop. *Id.* at 935. This conclusion is amply supported by the record, which shows that U.S. citizens and lawfully present immigrants were seized based on the four factors or a

[12] *See also, e.g.*, *United States v. Diaz-Juarez*, 299 F.3d 1138, 1142 & n.2 (9th Cir. 2002) (explaining that officer's observation of individual close to the border, at a time that was unusual to encounter traffic, in an area "notorious for smuggling," shortly after receiving reports that "contraband was poised for smuggling into the United States," only ripened into reasonable suspicion when he observed the individual's "unusual car and driving behavior").

subset of them—including the three U.S. Citizens discussed above, an 11-year-old U.S. citizen at a carwash, a lawfully present day laborer outside a Home Depot, and a legally present immigrant who was stopped by Defendants once while driving and again while standing outside a Home Depot.

A combination of factors that describes a large segment of the population has "weak" probative value and therefore cannot amount to reasonable suspicion "unless . . . combined with other more probative factors," *Nicacio*, 797 F.2d at 704, that "corroborate[] [the officers'] initial suspicions," *Manzo-Jurado*, 457 F.3d at 939. "Although an officer, to form a reasonable suspicion . . . , may rely in part on factors composing a broad profile, he must also observe additional information that winnows the broad profile into an objective and particularized suspicion of the person to be stopped." *Manzo-Jurado*, 457 F.3d at 939–40.[13] Because the enumerated factors fail to "provide a rational basis for separating out the illegal

[13] In their reply brief, Defendants assert that some or all of the factors could furnish reasonable suspicion when "viewed against the backdrop of agents' experience." **Reply at 7.** Although officers may draw on their own experience and specialized training to make inferences from the cumulative information available to them, "we will defer to officers' inferences only when such inferences rationally explain how the objective circumstances aroused a reasonable suspicion that *the particular person being stopped* had committed or was about to commit a crime." *Manzo-Jurado*, 457 F.3d at 934–35 (quoting *Montero-Camargo*, 208 F.3d at 1129 (cleaned up)). And "while an officer may evaluate the facts supporting reasonable suspicion in light of his experience, experience may not be used to give the officers unbridled discretion in making a stop." *Montero-Camargo*, 208 F.3d at 1131 (quoting *Nicacio*, 797 F.2d at 705).

aliens from American citizens and legal aliens," they do not, without more, give rise to reasonable suspicion that an individual is in this country illegally. *Orhorhaghe*, 38 F.3d at 497 (cleaned up).

In sum, we conclude that Defendants are likely to succeed only on their objection that the TRO is rendered impermissibly vague by the phrase "except as permitted by law." Defendants have not shown that they are likely to prevail as to any other arguments aimed at the substance of the TRO.

4. Scope of Relief Granted

Finally, in evaluating the likelihood that Defendants will succeed on their appeal of the TRO, we consider the remaining remedial question that would be raised by the appeal: Did the district court exceed its jurisdiction, or abuse its discretion, in entering a district-wide TRO?

"[T]he scope of a district court's equitable powers . . . is broad, for breadth and flexibility are inherent in equitable remedies." *Milliken v. Bradley*, 433 U.S. 267, 281 (1977) (cleaned up). Courts thus have "broad discretion in fashioning a remedy." *Melendres v. Arpaio*, 784 F.3d 1254, 1265 (9th Cir. 2015). Injunctions "must be tailored to remedy the specific harm alleged." *Id*. But "a federal court may order relief that the Constitution would not of its own force initially require if such relief is necessary to remedy a constitutional violation." *Toussaint v. McCarthy*, 801 F.2d 1080, 1087 (9th Cir. 1986) (citing *N.C. State Bd. of Educ. v.*

Swann, 402 U.S. 43, 46 (1971) *and Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15–16 (1971)); *see also Melendres v. Arpaio*, 784 F.3d at 1265.

Consistent with the nature of equitable relief, we review the district court's "choice of [equitable] remedies" for "abuse of discretion." *Stone v. City & County of San Francisco*, 968 F.2d 850, 861 & n.19 (9th Cir. 1992). Our inquiry is not whether there is some conceivable injunction that is *more* tailored while providing equal relief; Defendants must establish that "no reasonable person could take the view adopted by the trial court." *Id.*

We review factual findings underlying the district court's decision for clear error, and we review de novo any underlying legal determinations. *Roman v. Wolf*, 977 F.3d 935, 941 (9th Cir. 2020). The scope of a district court's statutory jurisdiction is a legal question we review de novo; to the extent that determination relies on factual findings, we review those findings for clear error. *Cf. Robinson v. United States*, 586 F.3d 683, 685 (9th Cir. 2009) ("A district court's findings of fact relevant to its determination of subject matter jurisdiction are reviewed for clear error.").

Here, the district court's decision to award temporary preliminary relief relied on factual determinations about the effects that potential remedies would have and whether various remedies would be sufficient to completely rectify the alleged harms. The district court specifically "[found] that the breadth of the TRO is

necessary to give Plaintiffs what they are entitled to." Defendants have not pointed to any clear errors in the district court's factual findings, nor can we discern any based on our review of the evidence each side submitted.

As to the breadth of the TRO, one limitation on the district court's discretion to order injunctive relief is that, under the Judiciary Act of 1789, district courts likely lack authority to issue "universal injunctions"—orders that "prohibit enforcement of a law or policy against *anyone*"—to the extent "*broader* than necessary to provide complete relief to each plaintiff." *Trump v. CASA, Inc.*, 145 S. Ct. 2540, 2548, 2562–63 (2025) (second emphasis added). Party-specific injunctions may "advantage nonparties," but "only incidentally." *Id.* at 2557 (cleaned up).

At the same time, "[t]he equitable tradition has long embraced the rule that courts generally may administer complete relief between the parties.'" *Id.* (quoting *Kinney-Coastal Oil Co. v. Kieffer*, 277 U.S. 488, 507 (1928)). Accordingly, we recently held in *Washington v. Trump* that "the district court did not abuse its discretion in issuing a universal injunction in order to give the State[plaintiffs] complete relief." —— F.4th ——, 2025 WL 2061447, at *17 (July 23, 2025).

Here, the TRO enjoining a certain practice of suspicionless stops within the Central District of California is not an impermissible "universal" injunction like the ones disapproved in *CASA*. One obvious difference is geographical: the

injunction here is not national, but limited to one judicial district. But much more importantly, the scope and structure of the TRO is reasonably necessary to provide complete relief to the Plaintiffs and benefits non-plaintiffs only incidentally. Here is why:

Plaintiffs assert that federal officials are stopping people "based not on individualized suspicion, but . . . profiling"—in other words, individuals in the Los Angeles area are being subjected to detentive stops based on group rather than individual characteristics, *before* the federal agents conducting the roving patrols know who the people stopped are. As the district court recognized, given the nature of the challenged conduct—detentive stops of individuals based solely on a broad profile—enjoining Defendants from stopping *only the Plaintiffs* would not afford the Plaintiffs meaningful relief. How would a federal agent who is about to detain a person whose identity is not known, based on some combination of the person's ethnicity, language, location, and occupation, discern in advance whether that person is on the list of individuals that agents are enjoined from stopping? The agents cannot stop first and then check whether the stopped person is one of the covered individuals; at the point of the stop, the challenged harm has already occurred.

We considered an analogous injunction in *Easyriders Freedom F.I.G.H.T. v. Hannigan*, 92 F.3d 1486, 1501–02 (9th Cir. 1996). *Easyriders* involved an

injunction intended to prevent Fourth Amendment violations by the California Highway Patrol (CHP). The injunction applied statewide, rather than only to the named individual and association plaintiffs. This court explained that due to the nature of the challenged conduct, the injunction was appropriately tailored:

> The injunction's limitations on the CHP's actions against *all* motorcyclists, instead of an injunction that merely restricts the CHP's citation of the named plaintiffs, is appropriate in this case. . . . While there are only fourteen named plaintiffs in this case . . . and an unknown number of members of Easyriders [the association plaintiff], an injunction against the CHP statewide is appropriate. Because . . . it is unlikely that law enforcement officials who were not restricted by an injunction governing their treatment of all motorcyclists would inquire before citation into whether a motorcyclist was among the named plaintiffs or a member of Easyriders, the plaintiffs would not receive the complete relief to which they are entitled without statewide application of the injunction.

Id. 1501–02. Notably, in *Easyriders*, we held that a statewide injunction was appropriate because it was merely "unlikely" that CHP officers would determine whether someone was a plaintiff before impermissibly issuing a citation. Here, as noted, the nature of the challenged misconduct means that the federal agents will almost certainly not determine whether an individual is a plaintiff (or association member) before stopping them—and here, it is the detentive stop, not any later citation or arrest, that is the asserted constitutional violation.

The inadequacy of a list-of-protected-people injunction is multiplied because the list would have to include all of the members of the plaintiff associations, which have thousands of members who live or work in the area. Requiring

organizations to share membership lists with Defendants could raise additional constitutional problems regarding the freedom of association and privacy. *Cf. NAACP*, 357 U.S. 449.[14]

In sum, we agree with the district court's conclusion that a district-wide injunction is necessary "to provide complete relief" to each of the Stop/Arrest Plaintiffs "with standing to sue"—including the named individuals and associations. Because the district-wide TRO is necessary to provide complete temporary relief to the Plaintiffs with standing, we conclude that the district court did not abuse its discretion by entering an order that applies throughout its district. *See CASA*, 145 S.Ct. at 2563.[15]

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[14] In *Zepeda v. INS*, 753 F.2d 719 (9th Cir. 1983), this court vacated and remanded an injunction that was too broad because it prohibited a challenged practice "not only against the individual plaintiffs before the court, but also against other individuals who are not before the court"—"broad relief" that was "not necessary to remedy the rights of the individual plaintiffs." *Id.* at 729 n.1. The injunction in *Zepeda* is not analogous to the TRO here. To start, the *Zepeda* injunction was far broader, and restricted federal officials' practices with respect to private residences as well as in public. *Id.* at 723. Presumably, it would have been straightforward for federal officials to avoid the named plaintiffs' homes without a broad restriction. More fundamentally, *Zepeda* included only seven individual plaintiffs, not associations, and the district court had denied class certification. *See id.* at 722.

[15] The TRO might alternatively be permissible as an exercise of the district court's authority to protect its jurisdiction to address the putative class members' claims, before even "provisional" class certification. A district court can "certify[] a provisional class for purposes of [a] preliminary injunction." *Meyer v. Portfolio Recovery Assocs.*, 707 F.3d 1036, 1040 (9th Cir. 2012). Once a "provisional" class

In sum, Defendants have not established that the district court's order likely exceeded the district court's authority to completely protect the named individual and association plaintiffs from the threatened injuries.

B. Injury to Defendants

Our second stay inquiry is whether the absence of a stay will irreparably injure Defendants. The burden is on the applicant to show that a stay is necessary to avoid likely irreparable injury. *See Nken*, 556 U.S. at 434.

Here, Defendants have not shown that they are likely to suffer irreparable injury without a stay. The TRO enjoins Defendants only from conducting detentive stops based solely on any combination of a subject's race or ethnicity, language or accent, presence at a particular location, or the type of work, in the Central District

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is certified, a preliminary injunction may provide relief to all class members. *See Nat'l Ctr. for Immigrants Rights v. INS*, 743 F.2d 1365, 1371 (9th Cir. 1984).

Additionally, the Supreme Court recently held that even before a class is certified— "provisionally" or otherwise—courts "may properly issue temporary injunctive relief to the putative class in order to preserve [their] jurisdiction pending appeal." *A.A.R.P. v. Trump*, 145 S.Ct. 1364, 1369 (May 16, 2025) (per curiam); *see also* 28 U.S.C. § 1651 ("The Supreme Court and all [federal] courts . . . may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.").

Here, because the TRO was warranted to provide complete relief to the named plaintiffs, we need not decide whether the TRO could have been alternatively justified as necessary "to preserve [the district court's] jurisdiction." *See A.A.R.P.*, 145 S.Ct. at 1367. In any event, plaintiffs indicated at oral argument that they may seek provisional class certification in conjunction with their motion for a preliminary injunction. Provisional certification may provide a useful mechanism for tailoring relief at that later stage.

of Los Angeles. Defendants, of course, "cannot reasonably assert that [they are] harmed in any legally cognizable sense by being enjoined from constitutional violations." *Zepeda v. INS*, 753 F.2d 719, 727 (9th Cir. 1983).

Defendants also assert that the TRO will have a "chilling effect" on enforcement operations given the threat of contempt for violating the TRO. This argument rests primarily on the premise that the TRO is a vague follow-the-law injunction. Although we agree the TRO's "except as permitted by law" clause created such a problem, this order cures it. Likewise, Defendants can no longer profess to be confused about whether the TRO prohibits them from considering the four factors at all—it does not. Lastly, Defendants argue that, with more time, they will be able to prove that "reasonable suspicion did exist" for some of the stops described in the record. If, as Defendants suggest, they are not conducting stops that lack reasonable suspicion, they can hardly claim to be irreparably harmed by an injunction aimed at preventing a subset of stops not supported by reasonable suspicion. Thus, we conclude that Defendants have failed to establish that they will be "chilled" from their enforcement efforts at all, let alone in a manner that constitutes the "irreparable injury" required to support a stay pending appeal. *See Sampson v. Murray*, 415 U.S. 61, 90 (1974).

In sum, Defendants have not established either of the first two *Nken* stay factors: they have not established that they are likely to succeed on the merits of

their appeal, except as to the "as permitted by law" exception, and they have not shown that they will likely be irreparably harmed absent a stay pending appeal. Although these "first two factors of the . . . [stay] standard are the most critical," we briefly address the two final factors. *See Nken*, 556 U.S. at 434.

C. Injury to the Plaintiffs

Our third stay inquiry is whether a stay will substantially injure Plaintiffs. As noted, the district court concluded that Plaintiffs were "likely to suffer irreparable harm" without a TRO, because there was a sufficiently "real possibility that irreparable harm will continue absent the instant TRO in place." Defendants have failed to establish that the district court abused its discretion in concluding that Plaintiffs would be irreparably injured without a TRO. *See supra*, Section III.A.2.b. The future injuries from which Plaintiffs seek to be protected are violations of their constitutional rights. "When an alleged deprivation of a constitutional right is involved, most courts hold that no further showing of irreparable injury is necessary." *Warsoldier v. Woodford*, 418 F.3d 989, 1001–02 (9th Cir. 2005) (cleaned up). For the same reasons the district court concluded a TRO was warranted, we conclude that Plaintiffs would be substantially injured if the TRO were stayed pending appeal.

D. Public Interest

Our final stay inquiry is whether the public interest favors a stay. "[P]ublic interest concerns are implicated when a constitutional right has been violated, because all citizens have a stake in upholding the Constitution." *Preminger v. Pirncipi*, 422 F.3d 815, 826 (9th Cir. 2005) (cleaned up). As Plaintiffs have adequately demonstrated that their constitutional rights would be violated absent the TRO, and Defendants have not established that they will be irreparably harmed if the TRO is not stayed, we conclude that the public interest does not weigh in favor of staying the TRO pending appeal.

E. District Court's TRO Proceedings

Finally, we address Defendants' complaint that "any factual findings by the district court were a product of fundamentally unfair procedures," in part because Defendants had only two business days and a holiday weekend to prepare their materials in opposition to the TRO.

That argument is severely undercut by the fact that Defendants had the exact amount of time they requested to file their opposition to Plaintiffs' TRO application. They requested a deadline of Tuesday, July 8, 2025, to file their opposition to both of Plaintiffs' proposed TROs, and the district court adopted that deadline. And, like the emergency stay procedure Defendants are invoking now, the district court's procedure was, by design, expedited and preliminary.

Defendants will have time to gather additional evidence before the preliminary injunction hearing that is set for September 24, 2025. At that point, the district court (and this court, if there is an appeal) will consider afresh whether the record establishes that Plaintiffs are likely to succeed in showing an authorized pattern of detentive stops without reasonable suspicion in the Central District. Alternatively, if Defendants identify evidence that would justify dissolving the TRO before that date, they can move to dissolve it under Rule 65(b)(4).

CONCLUSION

For the reasons above, we GRANT Defendants' motion to stay as to the "except as permitted by law" clause in paragraph b., and otherwise DENY it.

No. 25A169

IN THE

Supreme Court of the United States

KRISTI NOEM, SECRETARY OF HOMELAND SECURITY, ET AL.,

Applicants,

v.

PEDRO VASQUEZ PERDOMO, ET AL.,

Respondents.

On Application for a Stay of the Temporary Restraining Order Issued by the United States District Court for the Central District of California

BRIEF OF THE CITY OF LOS ANGELES, THE COUNTY OF LOS ANGELES AND 20 CENTRAL DISTRICT CITIES IN SUPPORT OF RESPONDENTS

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INTEREST OF *AMICI CURIAE*[1]

Pursuant to Supreme Court Rule 37.4, the City of Los Angeles, the County of Los Angeles, the City of Culver City, the City of Montebello, the City of Monterey Park, the City of Pasadena, the City of Pico Rivera, the City of Santa Monica, and the City of West Hollywood ("Intervenor Amici"), and the City of Anaheim, the City of Bell Gardens, the City of Beverly Hills, the City of Carpinteria, the City of Huntington Park, the City of Long Beach, the City of Lynwood, the City of Oxnard, the City of Paramount, the City of Pomona, the City of Santa Ana, the City of Santa Barbara, and the City of South Gate ("Proposed Intervenor Amici" and collectively with Intervenor Amici, "Amici") respectfully submit this brief amicus curiae in support of Respondents.

Amici are the City of Los Angeles, the County of Los Angeles, and twenty other cities within four counties in the Central District of California, each of which have been harmed by Applicants' unconstitutional actions on Amici's streets. Intervenor Amici were permitted to intervene in this matter on July 29, 2025, after issuance of the temporary restraining order that Applicants seek to stay. Although Intervenor Amici are now parties to the underlying case, they are not parties to this appeal.

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[1] Pursuant to Supreme Court Rule 37.6, Amici state that, as indicated in the Statement of Interest, Intervenor Amici are parties to the underlying litigation and Proposed Intervenor Amici have been added to the Complaint in Intervention; Munger, Tolles & Olson LLP represents the Intervenor Amici and Proposed Intervenor Amici (other than the County of Los Angeles and the City of Pasadena) in the underlying litigation and participated in the authoring of this brief; and no person or entity other than Amici or its counsel made a monetary contribution intended to fund the preparation or submission of this brief.

Intervenor Amici amended their complaint to add Proposed Intervenor Amici as parties to the underlying matter on August 8, 2025.

The Application is of central concern to Amici because it seeks to permit Applicants to return to the unconstitutional actions that have sown terror in Amici's communities, undermined Amici's own law enforcement efforts, and harmed Amici and their residents in numerous irreparable ways.

INTRODUCTION AND SUMMARY OF ARGUMENT

Even before the founding, this country understood itself "as a city upon a hill" that stood for freedom and "brotherly affection" for all people. John Winthrop, A Modell of Christian Charity (1630). "And how stands the city . . . After 200 years, two centuries, she still stands strong and true on the granite ridge, and her glow has held steady no matter what storm. And she's still a beacon, still a magnet for all who must have freedom, for all the pilgrims from all the lost places who are hurtling through the darkness, toward home." President Ronald Reagan, Farewell Address to the Nation, 2 Pub. Papers 1718, 1722 (Jan. 11, 1989).

Those are the principles on which this nation was founded, and on which it has flourished. Yet now our federal government tells this Court that *anyone* in the United States—including American citizens—can be stopped, and even detained, based on "apparent ethnicity." Application at 27; see Application at 2 (arguing apparent ethnicity may provide reasonable suspicion "alone or in combination" with other factors).

Stripped of its formalism, what the Application means is that if any person in the Central District of California has skin that appears to evidence something other than of white European descent, they are reasonably subject to detention. The same is true for Applicants' insistence that they must be allowed to detain individuals based solely on the fact that they may speak Spanish (or English with an accent) or happen to be in a certain location (such as a Home Depot parking lot). These criteria are more of the same: the federal government is seeking to detain individuals *solely*

because they are not white, speak Spanish, or speak accented English. That idea is anathema to everything the United States stands for, and it should be rejected.

Pursuant to Rule 37.4, Amici submit three reasons beyond those addressed by Respondents that compel denial of the request for an emergency stay.

First, Applicants' argument that relying solely on apparent ethnicity and language is simple "common sense" within the Central District of California turns the Constitution, and reality, on its head. Approximately half of the Central District's population is Latino; half the District speaks a language other than English at home; and almost a third were born outside of the United States. Under Applicants' "common sense" approach, the federal government has "reasonable suspicion" to detain *more than half* of the entire Central District, including millions of American citizens and others with legal status.

Second, Applicants' assertion that the temporary restraining order cannot be understood or followed is inconsistent with Amici's understanding of the tenets of constitutional policing. Applicants can abide by the order's terms because Applicants have done so historically. Federal authorities have conducted legal and constitutional immigration enforcement in Amici's cities for decades, and Applicants can certainly do so now. Moreover, Amici and their local law enforcement agencies—which include some of the country's largest police and sheriff's departments—could abide by its terms if they were ordered to do so.

Third, Applicants' unconstitutional actions harm Amici and their communities in multiple ways. Amici's law enforcement agencies are forced to divert

scarce resources from actual policing, thus harming public safety, in order to respond to citizens' emergency calls when they see groups of masked, armed, unidentified individuals in the streets, and to deal with the impacts and aftermath of Applicants' unlawful raids. Community members have also mistaken Amici's employees—including law enforcement officers and social workers—for federal agents and have refused to cooperate with them as a result. Applicants' conduct also hurts Amici's ability to obtain convictions of those who violate the law, as victims and witnesses refuse to appear in court out of fear of being swept up by Applicants because of their appearance, or the language they speak. Amici have been forced to shift resources away from their priorities to help employees and residents navigate the current climate. And commerce throughout the District has been reduced as a direct result of the chaos and fear sown by Applicant's unlawful actions.

ARGUMENT

I. The Constitution Does Not Apply Differently In The Central District

Applicants argue that their unconstitutional reliance on ethnicity and language is merely "common sense" because, they claim, "most illegal aliens in the Central District hail from Mexico and Central America, often speak Spanish exclusively, and seek out jobs that do not require documentation." Application at 27; see also Application at 2. Applicants' argument is factually and legally wrong, and would subject at least half the residents of the Central District to arrest at the whim of federal agents.

Applicants cite no evidence to support their sweeping argument, and submitted no supporting evidence in the district court. As a result, the Application merely *assumes* that certain groups of people have a certain legal status, speak a certain language, congregate in certain places, and prefer certain types of work. See Application at 2 (speculating that "day labor, landscaping and construction" are "most attractive to illegal aliens"). This Court should not accept the Application's sweeping and unsupported assertions, any more than it should condone Applicants' suspicionless stops.

There are more than 10 million residents living in Amici's jurisdictions, and almost 20 million in the Central District. The government's suggestion that every person who works in construction, appears Latino, and speaks Spanish is somehow reasonably suspected of being in the country illegally is breathtaking in its scope, and heartbreaking in how far it departs from the American ideal. The Court should not be persuaded by the Application's assertions of baseless racial generalizations to justify Applicants' unlawful use of "apparent ethnicity" in making warrantless stops.

Applicants' argument assumes that the Constitution applies differently in any jurisdiction, like the Central District of California, that includes large swaths of individuals who speak languages beyond English, and who are demographically diverse. In those jurisdictions, Applicants tell us, it is simple "common sense" to round up people who look to be of a particular race or speak a different language than English. The Constitution draws no such distinctions. The Fourth Amendment guards against precisely those sort of indiscriminate searches. Cf. *Payton* v. *New*

York, 445 U.S. 573, 583 (1980) ("It is familiar history that indiscriminate searches and seizures conducted under the authority of 'general warrants' were the immediate evils that motivated the framing and adoption of the Fourth Amendment.")

Applicants would have this Court rule that millions of Central District residents, including American citizens and others with legal status, can be "reasonably suspected" of being in the United States illegally.

Nearly half of Los Angeles County residents are Latino, more than fifteen percent are Asian, and nearly ten percent are black. The City of Anaheim, the most populous city in Orange County, is more than 50% Latino. In the City of Oxnard, the most populous city in Ventura County, three in four residents are Latino, while more than half of the residents of the City of Monterey Park are foreign-born and approximately 65% are Asian. Other parts of the Central District are similar. District-wide, approximately 30% of the population was born outside of the United States and approximately 50% of the population speak a language other than English at home.

As a result, under Applicants' theory, *more than half* of the entire District—around ten million people—could be "reasonably" suspected of being in this country illegally because of their "apparent ethnicity" and the language they speak. Even accepting Applicants' bald assertion that "10 percent" or "some 2 million" residents of the Central District "are illegally present in the United States," Application at 28, Applicants' notion of "reasonable suspicion" would permit them to stop and detain

approximately *eight million people living legally in the Central District*.[2]

Ethnicity, race, and language alone cannot constitute reasonable suspicion. If they could, then half of the entire District could be reasonably suspected of a crime. That is not "common sense." It is un-American, and it is barred by the Fourth Amendment.

II. The Temporary Restraining Order Is Clear And Understandable

Applicants argue that the temporary restraining order is not clear, and does not provide sufficient explanation of how reasonable suspicion may be developed as long as it remains in place. Application at 5, 40. Amici are served and protected by multiple law enforcement agencies, including the country's largest Sheriff's Department and third-largest Police Department. In Amici's experience, the temporary restraining order is clear, and understandable, and can be followed.

Immigration enforcement has occurred lawfully in the Central District for many decades. Applicants' raids, in which they appear armed and masked, in force, in Amici's streets and at places where many Central District residents shop, work, and live, are unprecedented in that long history. So, too, is Applicants' failure to notify local law enforcement of anticipated immigration enforcement actions. The Application suggests that Applicants are merely engaged in routine immigration

[2] A study from the Pew Research Center based on recent census data estimates that there are not even two million undocumented residents in the entire State of California, which makes Applicant's math even more objectionable. See Pew Research Center, *What we know about unauthorized immigrants living in the U.S.* (July 22, 2024), *available at* https://www.pewresearch.org/short-reads/2024/07/22/what-we-know-about-unauthorized-immigrants-living-in-the-us/.

enforcement. That is not true. These indiscriminate and roving raids have already resulted in American citizens being stopped and detained, and are unlike anything Amici have seen across decades of federal immigration enforcement in the Central District. And because Amici have seen Applicants act lawfully in the past, including on recent non-immigration-focused joint taskforce operations, Amici have no doubt that Applicants can do so again in order to comply with the temporary restraining order.

Amici understand what the temporary restraining order requires. The order is consistent with the existing constitutional policing policies and practice of Amici's own law enforcement agencies. As such, Amici's law enforcement could abide by the temporary restraining order if they were ordered to do so. Applicants' arguments to the contrary are without merit.

III. If Allowed To Resume, Applicants' Illegal Actions Will Continue To Harm The Entire Central District

Applicants argue that the temporary restraining order forces "law enforcement officers throughout the most populous district in the country" to "labor[] under the threat of judicial contempt." Application at 39. As already explained, the temporary restraining order is clear and can be followed by law enforcement. *Ante* pp. 8–9. But just as importantly, the temporary restraining order is *necessary* to protect Amici's communities from the widespread harm Applicants' raids have caused.

Applicants' unconstitutional and roving raids, carried out by masked and armed individuals jumping out of unmarked vehicles, often with out-of-state license plates, and chasing anyone who appears Latino, directly interfere with the serious

law enforcement work carried out every day by the Los Angeles Police Department, Los Angeles County Sheriff's Department, and Amici's other local law enforcement agencies. Applicants' actions have repeatedly forced Amici's law enforcement agencies to deploy scarce resources to respond to Applicants' unlawful actions. Local law enforcement must respond to numerous calls from frightened citizens reporting suspected kidnappings from masked and armed individuals, who have accosted and apprehended residents, including American citizens and others with legal status, and it is Amici's local law enforcement and social services agencies that must handle the resulting fallout.

Applicants' actions also have encouraged criminals to engage in wrongdoing while posing as masked federal agents. For example, Amici the City of Huntington Park's police officers were faced with an individual who possessed formal border patrol documents, a list of purported illegal immigrants, and a loaded firearm and ammunition. Amici's officers eventually determined that the individual was *not* a federal agent, and arrested him.

As important, Applicants' actions have undermined the important relationship between local law enforcement and Amici's residents. Amici's law enforcement officers have been mistaken for immigration officers by confused citizens, and they have been falsely accused of supporting the unconstitutional raids. And local law enforcement is forced to respond to reports of armed and masked men without even knowing if those individuals are unidentified federal agents, or criminals engaged in violent crime.

All of these issues flow directly from Applicants' unconstitutional raids, and all increase the already significant risks faced by law enforcement. Amici respectfully submit that those life-and-death risks to Amici's law enforcement officers outweigh Applicants' supposed concern about a contempt order arising from their inability to understand the temporary restraining order.

Applicants also ignore that their actions make it harder for local law enforcement to obtain convictions. Fear that masked and armed men are grabbing residents merely because of the way they look has kept victims and witnesses from going to court, thereby undermining law enforcement's ability to convict those who have broken the law. Prosecutors who work for Amici have been forced to continue and even dismiss cases in which victims and key witnesses refused to appear in court out of fear of being swept up by Applicants' raids, some of which occur at or just outside of state courthouses. Those problems will only multiply if Applicants are permitted to return to their unconstitutional raids.

The fear instilled by Applicants has had other deleterious effects on Amici. That fear poses significant personal and public health risks, as cancellations and no-show rates across public health clinics have increased after Applicants' unconstitutional raids. As a result, low-level health problems may become severe if left untreated, with individuals, families, and their wider communities ultimately paying the price. Commerce across the District has also been significantly restricted, as residents are not only afraid to go to court; they are afraid to go out for any reason, even for necessities like groceries or doctors' appointments. That, in turn, has

harmed local businesses, and harmed Amici, who seen a substantial drop in business and tourism, and the important taxes that flow from both.

CONCLUSION

The application for a stay should be denied.

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