

CITY OF COSTA MESA REGULAR CITY COUNCIL AND HOUSING AUTHORITY* Agenda

Tuesday, March 19, 2024

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

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.

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/81879579049?

pwd= XoNBT2uciL7zrDsfj4A9Q9srLgExg.bQEU-le6VvXjPDeL

Or sign into Zoom.com and "Join a Meeting"

Enter Webinar ID: 818 7957 9049/ Password: 608584

- 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: 818 7957 9049/ Password: 608584
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. Comments received by 12:00 p.m. on the date 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. 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.

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:

- CONFERENCE WITH LABOR NEGOTIATORS
 Pursuant to California Government Code Section 54957.6 (a)
 Agency Designated Representative: Lori Ann Farrell Harrison, City Manager; Alma Reyes, Deputy City Manager; Kasama Lee, Human Resources Manager; Fanni Acosta, Human Resources Administrator; Carol Molina, Finance Director Name of Employee Organization: Costa Mesa Firefighters Management Association (CMFMA).
- 2. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION—ONE CASE Pursuant to California Government Code Section 54956.9 (d)(1)
 Name of Case: City of Costa Mesa v. D'Alessio; 1963 Wallace Ave.
 Orange County Superior Court Case No. 30 2020 01133479
- 3. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION—ONE CASE Pursuant to California Government Code Section 54956.9 (d)(1)
 Name of Case: Garten v. City of Costa Mesa
 Orange County Superior Court Case No. 30-2021-01235189-CU-PA-CJC
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION—ONE CASE Pursuant to California Government Code Section 54956.9 (d)(1) Name of Case: Noble v. City of Costa Mesa Orange County Superior Court Case No. 30-2023-01336982-CU-FR-CXC
- 5. Public Employment, Workers' Compensation Claim
 Pursuant to California Government Code Section 54956.9 (b)(1)
 WCAB NO. ADJ12812911, ADJ12812910, ADJ18260334
- 6. Public Employment, Workers' Compensation Claim
 Pursuant to California Government Code Section 54956.9 (b)(1)
 WCAB NO. ADJ15545669
- 7. Public Employment, Workers' Compensation Claim
 Pursuant to California Government Code Section 54956.9 (b)(1)
 WCAB NO. ADJ11380560

8. Public Employment, Workers' Compensation Claim Pursuant to California Government Code Section 54956.9 (b)(1) WCAB NO. ADJ13462798

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

MARCH 19, 2024 – 6:00 P.M.

JOHN STEPHENS Mayor

JEFFREY HARLAN
Mayor Pro Tem - District 6

ANDREA MARR
Council Member - District 3

MANUEL CHAVEZ
Council Member - District 4

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON 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

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA Comments on 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 Reynolds
- Council Member Chavez
- 3. Council Member Gameros
- 4. Council Member Harper
- 5. Council Member Marr
- 6. Mayor Pro Tem Harlan
- 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 24-092 ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

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

2. READING FOLDER

24-093

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Enrique Aceves, Noreen Becker, Loya Casualty Insurance Company (Brittany Smith), Kathia Powers.

3. ADOPTION OF WARRANT RESOLUTION

24-099

RECOMMENDATION:

City Council approve Warrant Resolution No. 2713.

Attachments: 03-19-24 Summary Check Register

4. <u>MINUTES</u> <u>24-074</u>

RECOMMENDATION:

City Council approve the minutes of the regular meetings of February 20, 2024 and March 5, 2024, the Special Study Session meeting of February 27, 2024, and the regular Study Session meeting of March 12, 2024.

Attachments: 1. 02-20-2024 Draft Minutes

2. 02-27-2024 Draft Minutes
 3. 03-05-2024 Draft Minutes
 4. 03-12-2024 Draft Minutes

5. AWARD OF THE ADAMS AVENUE IMPROVEMENT PROJECT, CITY 24-078
PROJECT NO. 23-07, AND FINDING OF CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL
EXEMPTION

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 Adams Avenue Improvement Project, City Project No. 23-07.
- 3. Award a Public Works Agreement (PWA) for construction to All American Asphalt, 400 East Sixth Street, Corona, California 92879 in the amount of \$2,327,723.20.
- 4. Authorize the City Manager and City Clerk to execute the PWA for All American Asphalt and future amendments to the agreements within Council authorized limits.
- 5. Authorize a ten percent (10%) contingency in the amount of \$232,772 for construction and unforeseen costs related to this project.

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 Results

2. Public Works Agreement

6. <u>AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM 24-068</u> <u>LEASE AND MAINTENANCE AGREEMENT</u>

RECOMMENDATION:

Staff recommends the City Council:

- 1. Authorize the lease of 31 existing Flock Safety Inc. automated license plate reader (ALPR) camera systems from the Omnia Partners Cooperative Agreement No. 23-6692-03 with Insight Public Sector in an amount not to exceed \$306,900 utilizing general funds from the department's budget for a term of three years.
- Authorize the lease of 15 new Flock Safety Inc. automatic license plate reader (ALPR) camera systems from the Omnia Partner Cooperative Agreement No. 23-6692-03 with Insight Public Sector in an amount not to exceed \$153,750 utilizing funds from the awarded Organized Retail Theft (ORT) grant for a term of three years.
- 3. Authorize the City Manager or designee to execute two separate agreements for maintenance of the automated license plate reader (ALPR) camera systems with Flock Safety Inc., in a form approved by the City Attorney.

Attachments: 1. Quotation #0227058913 - City Of Costa Mesa

- 2. Year 2 4 Quotation #0227114304 City Of Costa Mesa
- 3. FLOCK User Agreement

7. AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES 24-100 AGREEMENT (PSA) WITH CABCO YELLOW, INC. FOR SENIOR TRANSPORTATION PROGRAMS

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve and authorize the City Manager and the City Clerk to execute Amendment No. 1 to the Professional Services Agreement (PSA) with CabCo Yellow, Inc, DBA California Yellow Cab, for the Senior Transportation Programs and NHS Transportation Program to increase the not-to-exceed amount by \$130,000 for a total of \$300,000 annually with a 10% contingency.
- 2. Authorize the City Manager and City Clerk to execute future amendments to the agreement within Council authorized limits.

Attachments: PSA - Amend 1 - Cabco Yellow

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PUBLIC HEARINGS:

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

1. CITY COUNCIL FIRST READING OF ORDINANCES TO AMEND TITLE 24-058
13 (PLANNING, ZONING AND DEVELOPMENT) AND TITLE 9
(LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA
MUNICIPAL CODE TO MODIFY THE CITY'S RETAIL CANNABIS
PROVISIONS AND FIND THIS PROJECT TO BE CATEGORICALLY
EXEMPT FROM CEQA

RECOMMENDATION:

Staff recommends the City Council:

- 1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
- 2. Introduce for first reading, by title only, Ordinance No. 2024-XX amending Title 13 (Planning, Zoning and Development) and Ordinance No. 2024-XX amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code to modify the City's retail cannabis provisions.

Attachments: Agenda Report

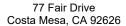
- 1. Draft Ordinance Title 13
- 2. Draft Ordinance Title 9
- 3. Exhibit A Title 13
- 4. Exhibit A Title 9
- 5. Track changes Title 13
- 6. Track changes Title 9
- 7. Other Text Modifications
- 8. City Council Report 090523
- 9. Planning Commission Report 012224
- 10. Planning Commission Resolution Title 13
- 11. Planning Commission Resolution Title 9
- 12. Planning Commission approved minutes

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

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

ADJOURNMENT





CITY OF COSTA MESA Agenda Report

File #: 24-092 Meeting Date: 3/19/2024

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 full reading of Ordinances and Resolutions.

77 Fair Drive Costa Mesa, CA 92626



CITY OF COSTA MESA Agenda Report

File #: 24-093 Meeting Date: 3/19/2024

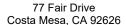
TITLE:

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: Enrique Aceves, Noreen Becker, Loya Casualty Insurance Company (Brittany Smith), Kathia Powers.





CITY OF COSTA MESA Agenda Report

File #: 24-099 Meeting Date: 3/19/2024

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

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

RECOMMENDATION:

City Council approve Warrant Resolution No. 2713.

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. 24-05 On Cycle for \$3,426,337.92 and City operating expenses for \$1,477,981.25.

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER** Page No.

16

Run Date Mar 08,2024 Run Time 2:11:01 PM

Bank: CITY Cycle: AWKLY

Payment Ref

Date

Status

Remit To

Remit ID

Payment Amt

Line Description:

Refund Permit M23-00103

TOTAL \$1,053,830.21

424,151.04 1,053,830.21 1,477,981.25

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Mar 08,2024 Run Time 2:11:01 PM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0247021	03/08/24	P All City Management Services Inc	0000009480	17,455.21
		Line Description: School Crossing Guard Srvs		
0247022	03/08/24	P Benefit Coordinators Corp	0000029594	42,409.40
		Line Description: Delta Dental Ins Prem March 24 VSP Ins Prem March 24		-
0247023	03/08/24	P Horizons Construction Co Intl Inc	0000022423	102,313.01
		Line Description: Retention 21-05 JHSC Expansion		
0247024	03/08/24	P Huntington Beach Chrysler Dodge Jeep Ram	0000030534	43,515.93
		Line Description: Document prep fee Sales Tax 7.75% Government Fees 2024 Chrysler Pacifica Touring Rebate/Coupon		
0247025	03/08/24	P LINA	0000015623	33,383.23
		Line Description: Retiree Life Ins Prem Feb 24 LTD Ins Prem Feb 24 Active Life/AD&D Ins Prem Feb NYL Admin Fees Jan 2024 Voluntary Life Ins Prem Feb 24		
0247026	03/08/24	P Lyons Security Service Inc	0000027168	23,915.23
		Line Description: Security Srvs Wilson Feb 24 Security Srvs Whittier Feb 24 Security Srvs Rea Elementary 24 Hr Lyons Sec Lions Park		
0247027	03/08/24	P Merrimac Energy Group	0000021566	18,238.93

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: Diesel Fuel-FS 5 Diesel Fuel-FS 2 Diesel Fuel-FS6 Diesel Fuel-FS1 Diesel Fuel-Corp Yard		
0247028	03/08/24	P Project Hope Alliance	0000027373	62,900.63
		Line Description: 2nd Qtr In-Place Case Mngt Hom		
0247029	03/08/24	P SCA of CA, LLC	0000029971	122,315.87
		Line Description: Street Sweeping		
0247030	03/08/24	P Sagecrest Planning & Environmental	0000025748	32,720.00
		Line Description: Consulting Srvs Consulting Srvs		
0247031	03/08/24	P Santa Margarita Ford	0000022708	140,127.26
		Line Description: Tire/ELT Fee Sales Tax 7.75% Document Prep Fee Replacement of Vehicle #026 Document Prep Fee Replacement Vehicle Unit #346 Tire/ELT Fee Sales Tax 7.75%		
0247032	03/08/24	P Show Development West Inc Line Description: Holiday Lighting Services	0000023063	23,500.00
0247033	03/08/24	P Sound Media Fusion LLC Line Description: Professional Services Agreemen	0000029151	24,600.00

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0247034	03/08/24	P	South Coast Emergency Vehicle Services	000003643	45,460.05
		Line Descri	option: Price Agreement Stock-High Torque Motor Stock-Tensioner Assy and Pulle 517 Engine Repair Stock-Seat Belts Stock-Power Steer Stock-Mirror		
0247035	03/08/24	P Line Descri	Time Warner Cable iption: Internet Svs-Various Locations	0000011202	18,250.48
0247036	03/08/24	P Line Descri	Yunex LLC iption: Callout November 2023 Maintenance Services Agreement	0000029573	47,152.21
0247037	03/08/24	P Line Descr	A & A Wiping Cloth Inc iption: Sanatizing Supplies	0000018633	2,763.79
0247038	03/08/24	P Line Descr	AGA Engineers Inc iption: On Call Services January 24	0000028838	745.00
0247039	03/08/24	P Line Descr	ARC iption: Thank you Cards Envelopes	0000022726	1,308.62
0247040	03/08/24	P Line Descr	AT & T ciption: Late Fee Internet-Skate Park Camera	0000001107	95.59

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0247041	03/08/24	P AT & T Teleconference Services	000001107	491.66
		Line Description: Teleconference Srvs Jan 24		
0247042	03/08/24	P Adam Ereth	0000029232	400.00
		Line Description: Planning Comm Mtng-Feb 2024		
0247043	03/08/24	P Andrea Marr	0000027012	276.50
		Line Description: Civic Well Conf-Yosemite		
0247044	03/08/24	P Angely Vallarta	0000029193	400.00
		Line Description: Planning Comm Mtng-Feb 2024		
0247045	03/08/24	P Animal Care Equipment & Services	0000005378	4,494.28
		Line Description: Shipping Fee Chemical Capture Guns Replacem		
0247046	03/08/24	P Arlis Reynolds	0000023997	276.50
		Line Description: Civic Well Conf-Yosemite		
0247047	03/08/24	P BC Traffic Specialist	0000022225	2,527.51
		Line Description: Traffic Control Signs for DUI		
0247048	03/08/24	P Beau Hossler	0000029714	180.00
0211010	00.00.2	Line Description: Basketball Referee Basketball Referee		
0247049	03/08/24	P Bracken's Kitchen Inc	0000029468	14,015.63
321.010		Line Description: CMBS Meal Svc 2/12-2/25/24		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

Page No.

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0247050	03/08/24	P Line Descr	Bucknam Infrastructure Group Inc iption: 24 Pavement Mgmt Plan Jan 24	0000021371	9,730.50
0247051	03/08/24	P Line Descr	CADD Microsystems Inc iption: Creation/Editing of Blue Beam	0000029581	3,800.00
0247052	03/08/24	P Line Descr	CBE	0000015149	63.80
0247053	03/08/24	P Line Descr	Cabco Yellow Inc iption: SENIOR MOBILITY PROGRAM JAN 24	0000028576	9,393.50
0247054	03/08/24	P Line Descr	Canon Financial Services Inc iption: COPIER LEASE 2/20-3/19/24 COPIER LEASE 2/20-3/19/24 COPIER LEASE 12/20-1/19/24 COPIER LEASE 11/20-12/29/23 COPIER LEASE 1/20-2/19/24	0000023241	4,584.86
0247055	03/08/24	P Line Descr	CoStar Realty Information Inc iption: License Agreement	0000024413	600.00
0247056	03/08/24	P Line Desci	Community Controls iption: Maint City Electric Gate	0000020782	700.00
0247057	03/08/24	P Line Desci	Community Legal Aid SoCal	0000030258	6,804.46

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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0247058	03/08/24	P Cos	sta Mesa Lock & Key Locksmith Svs-3190 Airport Lp	0000001817	176.48
0247059	03/08/24	P Dar	niel Vo Claim Stlmnt-DOL 12/13/2022	0000030604	3,786.59
0247060	03/08/24	P Del	I Computer Corp ENVIRONMENTAL FEE SALES TAX (7.75%) COMPUTER EQUIPMENT	000001962	2,968.85
0247061	03/08/24	P Del Line Description:	l Marketing LP Sales Tax 7.75% Environmental Fee Dell UltraSharp 24 Monitor	0000001963	1,274.85
0247062	03/08/24	P EC	KERSALL LLC Senior GIS Analyst-Jan 24	0000025412	617.50
0247063	03/08/24	P Em	ergency Medical Services Authority EMT License Renewal-32 ppl EMT License Renewal-28 ppl EMT License Reinstated-7 ppl EMT License Renewal Change-1 p	0000002120	2,820.00
0247064	03/08/24	P FM Line Description:	Thomas Air Conditioning Inc HVAC PM-Feb 24	0000017151	5,481.38

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Payment Ref	Date	Status Ren	nit To	Remit ID	Payment Amt
0247065	03/08/24	P Fed Line Description:	Ex Overnight Shipping Overnight Shipping	0000002190	27.16
0247066	03/08/24	P G &	W Towing 777-Tow Service	0000002289	108.00
0247067	03/08/24	P Gal Line Description:	Uniform Uniform Uniform Uniform Credit-Jacket Braiding-Cpt Cha Uniform-E. Peralta Uniform-OFC N Brown Uniform-Lt D Casarez (Partial) Safety Jacket-Chaplain J Lee Safety Jacket-Aide L Mauser Uniform-OFC S Munoz Uniform Embroidery Uniform Jacket Braiding-Cpt Chamness	0000002297	3,972.28
0247068	03/08/24	P Gra	Bulk Head Fittings Stock-Tubing Cordless Work Lgh Supplies for Comm Supplies for Comm	0000002393	497.54
0247069	03/08/24	P Hai	Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies	0000002445	2,332.51

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies		
0247070	03/08/24	P Industrial Electric Service	0000030340	729.67
		Line Description: Repair Svs-Convection Oven		
0247071	03/08/24	P Interstate Batteries of California Coast	0000002700	3,618.64
		Line Description: Batteries-Stock		
0247072	03/08/24	P James Snordan	0000029974	90.00
		Line Description: Basketball Referee		
0247073	03/08/24	P Jeffrey Harlan	0000020142	276.50
		Line Description: CivicWell Conf-Yosemite		
0247074	03/08/24	P Jimmy Vivar	0000029412	400.00
		Line Description: Planning Comm Mtng-Feb 2024		
0247075	03/08/24	P Jonathan Zich	0000026312	400.00
		Line Description: Planning Comm Mtng-Feb 2024		
0247076	03/08/24	P Jose Rojas	0000029411	400.00
		Line Description: Planning Comm Mtng-Feb 2024		
0247077	03/08/24	P Karen Klepack	0000030322	400.00
		Line Description: Planning Comm Mtng-Feb 2024		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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9 Run Date Mar 08,2024 Run Time 2:11:01 PM

Bank: CITY Cycle: AWKLY

Payment Amt Remit ID Remit To Payment Ref Date Status 533.34 0000029500 Ρ Kelly Spicers Stores 0247078 03/08/24 Line Description: Presentation Bond-February 300.00 Ρ 0000013443 Kellys Pool Service 0247079 03/08/24 Line Description: Pool Svc-DRC 1,535.52 0000006819 Ρ Kimball Midwest 03/08/24 0247080 Shop Supplies Line Description: Shop Supplies 1,295.00 0000010877 0247081 03/08/24 Ρ Linscott Law & Greenspan Engineers Inc Line Description: On-Call Srvs 2023-2024 9.011.25 0000030219 Ρ 03/08/24 Manufactured Home Inspection, INC. 0247082 Line Description: Rehab Loan-France Hoffman 2124 50.00 Maria Elena Gonzalez 0000012243 Ρ 0247083 03/08/24 Refund Rec Cnclitn 2008025.002 Line Description: 4,377.00 0000014707 Ρ MetLife Legal Plans Inc 03/08/24 0247084 Line Description: Metlife Legal Feb 2024 390.00 0000027496 03/08/24 Michael E Raneses 0247085 Line Description: Hearing Officer Srvs 2/13/24 6,350.00 0000015213 Р Mobile Home Improvement 0247086 03/08/24 Line Description: Rehab Grant-Neil Parfitt 11750

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0247087	03/08/24	P Mutual UFO Network Orange County	0000030294	500.00
		Line Description: Refund Rec Dep 2008021.002		
0247088	03/08/24	P National Data & Surveying Services	0000021249	560.00
		Line Description: ADT/Speed Counts-Various Locat ADT/Speed Counts-1978 Orange A		
0247089	03/08/24	P NorMed	0000003366	655.07
		Line Description: First Aid & Safety Supplies		
0247090	03/08/24	P Norwood Management LLC	0000029243	13,261.00
		Line Description: Rent March 2024		
0247091	03/08/24	P Office Depot	000003394	7,251.43
		Line Description: PS Office Supplies Maint Office Supplies Police Records-Office Supplies Senior Center Office Supplies Police Invest Office Supplies Finance Admin Office Supplies Police Field Office Supplies Police Admin-Office Supplies Building-Office Supplies Admin Srvs Office Supplies Police CSI Office Supplies Police SIU Office Supplies Fire&Rescue Office Supplies City Council Office Supplies City Manager Office Supplies		
0247092	03/08/24	P Orange County Dept of Education	000000442	500.00
		Line Description: Refund Rec Dep 2008020.002		

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0247093	03/08/24	P Pa	rkhouse Tire Inc : Emergency Tire Repair Emergency Tire Repair	0000003556	4,851.84
0247094	03/08/24	P Pa	uul's Pet Food Express	0000026626	63.36
0247095	03/08/24	P Pe	eace of Mind Financial Consulting Inc	0000029150	9,960.00
0247096	03/08/24		ermit Management Solutions	0000024925	1,248.00
0247097	03/08/24		etty Cash Fund Narc Program	0000001833	10,000.00
0247098	03/08/24		ime Actuarial Consulting, LLC	0000030544	2,400.00
0247099	03/08/24	Line Description P Py	: PROGRAM REVIEW vxis Water Systems Inc	0000015837	9,300.00
		Line Description	TeWinkle Lakes Maint TeWinkle Lakes Maint TeWinkle Lakes Maint TeWinkle Lakes Maint		
0247100	03/08/24	P Qu	uadient Inc r: Postage Meter Feb 2024	0000028798	8,386.63

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Cycle:_	ΔΙΛΙΚΙΥ

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0247101	03/08/24	Р	RedSky Emergency Vehicles	0000029708	54.47
		Line Descr	ription: Stock-Wheel Nut Chrome Nut Cov		
0247102	03/08/24	P	Resource Building Materials	0000024350	1,007.46
		Line Desci	ription: Sand for Filling Sand Bags		
0247103	03/08/24	Р	Russell Toler	0000029127	400.00
		Line Desci	ription: Planning Comm Mtng-Feb 2024		
0247104	03/08/24	Р	Scott Fazekas & Associates Inc	0000003961	8,110.03
		Line Desci	ription: Consulting Plan Check Srvs		
0247105	03/08/24	Р	Sean Simon	0000029869	90.00
		Line Desci	ription: Basketball Referee		
0247106	03/08/24	Р	Sharpline Solutions Inc	0000025805	1,405.49
		Line Desci	ription: 2 Thermoplatics		
0247107	03/08/24	Р	Sibley E Sabori	0000018086	43.50
		Line Desci	ription: Refund Citation CM040027471		
0247108	03/08/24	Р	Socal Truck Driver Academy LLC	0000030048	11,400.00
		Line Desci	ription: Truck Driving School for Class Truck Driving School for Class		
0247109	03/08/24	Р	South Coast Air Quality Mgmt District	0000003939	2,040.23
		Line Desci	ription: City Hall-Emissions Fee FS 4-Hot Spots Fee PD-Emissions Fee		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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		Line Description	PD-Hot Spots Fee PD-Annal Renewal PD-Hot Spots Fee		
0247110	03/08/24	P So	outhern California Edison Company	000004088	7,867.82
		Line Description	3349 Sakioka 1/25-2/25/24 1895 Irvine 1/31-2/29/24 NCC 1/29-2/27/24 1952 Newport 1/26-2/26/24 1860 Anaheim 1/29-2/27/24 348 E 17th 1/25-2/25/24 1624 Gisler 1/31-2/29/24 St Ctr 1/29-2/27/24 3460 Smalley 1/31-2/29/24 3351 Sakioka 1/25-2/25/24 360 W Wilson 1/29-2/27/24 702 1/2 Victoria 1/30-2/28/24 702 Victoria 1/30-2/28/24 1860 Anaheim 1/30-2/28/24		
0247111	03/08/24	P So	outhern California Gas Company	000004092	1,087.10
		Line Descriptior	FS#1 1/24-2/23/24 BCC 1/24-2/23/24 FS#6 1/26-2/27/24 FS#2 1/23-2/22/24		
0247112	03/08/24	P S	outhern California Shredding Inc	0000025605	225.00
		Line Descriptior	On-Site Shredding Services PD On-Site Shredding Services Fin		
0247113	03/08/24	P S	parkletts	0000015725	680.24
		Line Descriptior	Water Delivery Svcs - City Cou Water Delivery Svcs - City Cle Water Delivers Svcs - Dev. Svc		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Descrip	Water Delivery Svcs - Finance Water Delivery Svcs - Parks Water Delivery Svcs - HR Water Delivery Svcs - City Man Water Delivery Svcs - Public W		-
0247114	03/08/24	Р	StandUp for Kids, Inc.	0000030323	10,628.99
		Line Descri _l	otion: Wrap Around Housing Srvs		
0247115	03/08/24	Р	Sunrun	0000025030	521.58
		Line Descri _l	ption: Refund Permit BXPV-23-0079		
0247116	03/08/24	Р	Superior Service, Corp	0000030497	437.85
		Line Descri _l	ption: Repair of Ice Machines @ City		
0247117	03/08/24	Р	Talimar Systems Inc	0000025939	251.42
		Line Descri _l	ption: Double Door Cabinet		
0247118	03/08/24	Р	Titan Fire Protection, Inc	0000030488	6,270.00
		Line Descri	ption: Valve Replacement & Auxillary		
0247119	03/08/24	Р	Turnout Maintenance Company LLC	0000020182	1,422.47
		Line Descri	iption: Fire Apparel Clean & Inspect Cleaned Fire Apparel Cleaned Fire Apparel		
0247120	03/08/24	Р	Tyler Technologies Inc	0000027279	2,979.00
		Line Descri	iption: Land Management System		

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0247121	03/08/24	P US Bank	0000002228	6,019.52
		Line Description: Payroll 24-04		
0247122	03/08/24	P Uline	0000010970	101.70
		Line Description: Supplies for Property		
0247123	03/08/24	P United Rentals Northwest Inc	0000010121	318.70
		Line Description: Concrete and Mixer		
0247124	03/08/24	P United Site Services of California Inc	0000015552	221.55
		Line Description: Toilet Srvs 1/31-2/27/24 Del M Toilet Srvs 1/31-2/27/24 Toilet Srvs 2/1-2/29/24 FVP CY		
0247125	03/08/24	P Vulcan Materials Company	000007403	281.42
		Line Description: Asphalt Potholes Sidewalk Ramp Asphalt Pothole Sidewalk Ramps		
0247126	03/08/24	P Ware Disposal Inc	0000000255	3,085.72
		Line Description: James St Trash Srv Mar 2024 CMBS Waste Srvs March 2024		
0247127	03/08/24	P Waterline Technologies Inc	0000014520	966.39
		Line Description: DRC Pool Treatment		
0247128	03/08/24	P Western DC Systems, Inc.	0000029864	755.00
		Line Description: Inverter Maintenance Service		
0247129	03/08/24	P iPermit	0000029507	90.53

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Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
017252	03/08/24	Р	Hadassa Jakher	0000027353	1,250.00
		Line Descri	iption: Juris Doctor		
			,		
017253	03/08/24	P	Jack R. Sweeney	0000030173	4,160.00
		Line Descr	iption: 3190 Airport Loop March 24		
017254	03/08/24	Р	Jones & Mayer	0000014653	127,417.98
		Line Descr			

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Line Description:

120867-Leaman, Carrin 120870-Munoz, Armando 120874-Olive, Nicolas 120875-One Metro West 120858-Garten, Jessica 120864-Hurtado, Landon 120869-Moyer, Danielle 120872-Nasiri, Soheila 120873-Niles, Michelle 120878-Pederson, Ayden 120882-Risk Management 120841-374 Woodland Ave 120852-Code Enforcement 120871-Murtaugh, Leslie 120884-Successor Agency 119823-Corum, Chris/Joni 120837-1095 Sea Bluff Dr 120838-1269 & 1273 Baker 120847-Cervantes, Martha 120855-Development Serv. 120866-Jahanbin, Khosrow 120846-Carrera, Francisco 120842-440 Fair Dr/1179 NP 120845-Bernard/Charles St. 120862-Homeless Task Force 120879-Planning Commission 120865-Information Technology 120877-Parks & Community Svcs 121003-Opioid 121007-Tippett 121006-Schaefer 120995-Litigation 121005-Peper, Aidia

120868-Lehman/Freeman

120863-Human Resources

120843-599 W. Wilson St

120987-DBO Invest. CM

120989-Gomes De Silva

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		Line Description:	120990-High Seas Writ 120993-Leaman, Carrin 120994-Lehman/Freeman 120997-Munoz, Armando 121001-Ohio House LLC 121002-Olive, Nicolas 121004-Oshiro, Maxine		
017255	03/08/24	P US	s Bank	0000002228	290,525.86
		Line Description:	8-Office Chairs-FS2 Christmas Cards-Canva Photo Image Membership Amazon Prime Membership File Sharing Membership Awards/Plaques-Recognition Catering-Annual Recognition Ornaments-Recognition Event Challenge Coins-Recognition Ev Monitor/Keyboard Wall Mount St Bungee Cords Laptop Riser; Apple Pencil Las VidaMount VESA Tablet Enclosur Monthly Tablet Subs Refund for DC LaPointes Regist Membership Dues NVG Battery Pack 15 Hats for CNT/SWAT Shipping Cost for LBV Replacement Part for Hot Pop S 2024 Annual Membership Fuel Samsung S9 Case Office Equipment/Supplies 2 Way & 1 Way Reflective Pads Recognition Event CMCF-Spark of Love Toys		

Payment Ref

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Line Description:

CaliforniaPC.com PD Grant FAA 107 License Tests Animal Services Supplies Traffice Debrief Team Transiti Storage/Shipping Tubes Zebra Printer Vehicle Cradles

APCO Membership **NENA Membership** Repair Dryer-FS2 Washing Machine-FS1 Food-Cal Cities FC Conf Fire Meeting-Brenda Emrick Lodging-Cal Cities FC Conf Coffee-Command Staff Meeting Transport-Cal Cities FC Conf Membership Dues

Monthly Membership

CMPD Challenge Coins Custom SACOP Conference San Antonio FS4-Dishwasher Repair Parts Employee Recognition

Water-Conference Room Meeting Membership Renewal-Joyce LaPoi

Santa Sleigh Event Insurance for K9 Bodi Refund for Santa Sleigh Volunteer Holiday Luncheon Plush Stocking SWAC 2024 Wreath Storage Container Return Unused Holiday Ribbon Decorations/Supplies SWAC 2024 Movie Tickets for Volunteer Gi Monthly Cloud Subs Return of Stocking Piktochart Annual App Subs

Monthly Subs Annual Adobe Offi OES Preposition-Food **OES Preposition-Lodging**

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Line Description:

Cal Cities FCL Conf-Lodging Chrome Washers-FS1 Fire Arson-Tools/Equipment Food-OES Predeployment-Strike Fuel-OES Predeployment-Strike Lodging-OES Predeployment-Stri

iPad Chargers Fuel-Rental Car

Parking-Cal Chiefs Planning
Lodging-Cal Chiefs-Santa Rosa
Car Rental- Cal Chiefs-Santa R
Toll Charge-Cal Chiefs Plannin
Lodging-Cal Cities FCL Conf
Coffee-Command Staff Meeting

5000 Sticker Badges CSFM Fire Marshal 1A-J Neal

Award Plaque & Shipping
Toll Charge-CAL OES Engine
Recognition Breakfast Event
NFPA Memb Renewal-Chf Stefano

Shift Desk Calendars-Stations
Plaques/Flowers-Recognition Ev

Automotive Parts/Supplies Automotive Parts/Supplies

Business Meeting-Food

Circuit Breaker-FS4 WH

Snoopy House Decorations

Employee Uniforms

Business Meeting-Food

Food-Team Building

Online Training Course-CEU

PTOE Cert Renewal-J Rosales

Credit-Epoxy Coating Supp-Park

Office Supplies

Oral Board Refreshments

Job Ad

Lodging-City Clerk Seminar CC Office EOY/24 Prep Lunch

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Line Description:

Parallels Desktop-Mac Pro Ed-1 Keyrings-Key to Conf Room 1A Refreshments-Finance RDP Mtng Refreshments-IT Winter Meeting

reMarkable Monthly Fee

IT Equipment

WaitWhile/Zoom Monthly Fee

Office Supplies

Computer Equipment

USB C to USB Hub Adapter

Refreshments-IT Winter Meeting

Office Supplies

CA MR&TA Membership-4

ReMarkable Monthly Fee

Coffee-Prebudget Meeting

Conf Registration-A Baca

Conference-Evening Event

City Council Meeting-Meals

Conf Registration-C Serrano

Membership Renewal-C Molina

Refund-Council Meeting-Meal

Reg-ABC of Municipal Finance

Membership Renewal-A Dolewski

Department Meeting

Manager/Supervisor Meeting

Credit-Overcharge

Dais/Council Snacks

ReMarkable Monthly Fee

24 CivicWell Conf-3 ppl

Conference Lodging-3 ppl

RT Flight-FDC Mtng-Mayor

iPhone Accessories-Council

Cultivate 24 Conf Reg-Reynolds

RT Flight-CivicWell Conf-3 ppl

Uniforms for Recruits

Uniform Recruit Amanda

Food During Recruitment

Equipment for Recruit Max Ott

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Line Description:

Equipment for Recruits Oyt&Don

Tuitions

Credit Card Srvs Fee SWAT Team Range Trailer Tuition/Adv Traffic Stops CJSA Career Fair Registration

Targets for Shooting at Range

Airfare/CAPE Conference/Trujil

Aurora Training Online Classes

Item to Improve Safety West Si

Items to Improve Safety Matroo

Tuition/Search&Seizure/3 Offic

Tution/Adv Traffic Stops Crimi

Refreshments/Plates/Napkins

Food for Veterans Social Group

Events Supplies

Promotional Subscriptions

Food&Supplies for LEAP

Art&Crafts Supplies for LEAP

Tools for Day Camp

Excursion Fees for Camps

Office Equipment for BCC

Decor for Dance

Snoopy House Food for Staff

Tools for Lions Parks

Excursion Fees for Day Camp

Food & Supplies for Day Camp

Stationary & Office Supplies D

Receration Equipment for Youth

Monthly Streaming Srvs

Supplies for Card Making

Cricut Design Subscription

Supplies for Senior Grocery

Refreshments Donut Celebration

Snacks for CPR Training

Office Supplies for NHCC

Cleaning Supplies for NHCC

FVP Kiosk

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Line Description:

Reoccuring Monthly Fee Commision Meeting Dinner Tools Supplies for Fields Office Equipment for Fields Uniform Equipment for Adult Sp

Conference Registration

Department/Commission Meeting Parks Directors Quarterly Meet

Partial Refund

Safety Items for the DAC

Maintenance Equpment for DAC Recreation Equipment for DAC

General Uniforms Aquatics Staf

Microwave

Filters-Fridge

Returned Items

Refreshments-Staff

Coffee Supplies-CMO

Lights-Event Booths

Santa Beards \$ Wigs

Frames-Proclamations Supplies-Snoopy House

ReMarkable Monthly Fee

Christmas Tree-City Hall

Employee Night Wristbands

Giveaways-Snoopy House 23

Hay Bales-Snoopy House 23

Santa Belts-Snoopy House 23

Portable Restrooms-Snoopy Hous

Refreshments-Employee Night 23

Refreshments-S Cst Dr Wall Mtg

CPOA Dues-2024

Parking-Team Building Workshop

Bicycle Helmets-Bike Training

Melon Bowl

Monthly Connection

Membership Renewals

OC Ch Holiday Event

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Line Description:

Membership for Anna Baca Breakfast Food for BusinessMee Membership Renewal Carol Molin

Working Dinner W/Director Purc

Working Lunch Finance Director

Tuition-Title 15 Tuition-IACP Conf

OC Sheriff-Supervisory

CNCA Membership-McMorris

Tuition-Fld Training OFC

Tuition-Training Mgrs Crs

Tuition-CNCA Conf-McMorris

Tuition-3 Officers-RioHondo

Lodging-CATO Conf-2 SWAT OFC

Tuition-Adv Crime Prevention

Lodging-Traffic Collision Reco

Tuition-Cell Phone Investigati

Tuition-Civilian Ldrshp Instit

Tuition-Interview&Interrogatio

Tuition-Legislative Impact-Hal

Tuition-School Resource Officr

Tution/Svc Fee-Internal Affair

CPOA Dues-Chamness/Everett

CPOA Membership Fee

IACP Membership Fee

Mount Adapter-Camera

Packing Tape-Boxes

Shop w/ A Cop Event

Return-Unused Swac Items

Volunteer's Gift Basket Items

Santa Sleigh Event

Tuition-Cellebrite

CPOA Membership-Diaz

Easels-Team Building Workshop

Meals/Snacks-Team Bldg Workshp

Tuition-Civilian Leadership In

PD Christmas Cards

Employee Recognition

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Run Date Mar 08,2024 Run Time 3:36:34 PM

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Line Description:

Membership Fee-J Malouf

Water-Conf Room Mtg Supplies

Air Purifier Replacement Pack

Office Supplies

Oral Board Meals

Webinar Training

Snoopy House Meals

Credit Amazon Return

Meeting/Rater Refreshments

Training Meals/Refreshment

Meet & Greet

Holiday Decor

Oral Board Meals

Health Fair Deposit

Credit-Amazon Return

Mesa Water Utility

Gernal Uniforms

Food&Supplies Teen Center

Maint Equip TeWinkle Teen Cent

Recreation Equipment Arts&Craf

Refreshments-Staff

Snoopy House Decor

Frames-Proclamations

Dry Cleaning-Santa Suits

Credit-Frames-Proclamations

Constituent Mtg-Refreshments

Annual Fee-CA Sun

Monthly Fees-OCR, CC, NYT, LAT

Refreshments-ACM Meeting

Business Meeting-Food

ReMarkable Monthly Fee

Stationary & Office Supplies

Mileage App

iCloud Storage

Office Supplies

Prime Membership

Client Ride Share

Reconnection Client

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Line Description:

Supplies-Fridge

Case of Water-Outreach

Canned Goods-CMBS-Hotel Guests Water/Supplies-CMBS-Hotel Gues Meeting with CALOES-Travel Business Meeting- CAL OES FDC

Special Event Supplies Water Station Supplies

Supplies for Mother Day Lunch Drinks/Supplies for NY Celebra Supplies for Seated Yoga Class

Incorrect Charges Office Supplies

Supplies for Securing Patio Supplies for Birthday/Special Refreshmnts for Movie Monday C Supplies for Craft/Recreationa Supplies for Senior Grocery Pr

Office Supplies

Drawing Supplies ROCKS Food&Supplies for ROCKS

Janitorial Supplies for BCC

Storage Boxes Adobe Monthly Fee

Santa Sleigh Event

Shop w/ A Cop Event

Snacks-Listening Tour

iCloud Storage Monthly Fee

Survey Svc Subscription/Upgrad

Boarding, Yearly Flea Medicati

CPOA Dues

Animal Svs-Supplies/Kennel

Error-Lodge Dues-FOP Lodge 100

ReMarkable Monthly Fee

IACP Membership Renewal

Breakfast-Command Staff Planni

2024 CFPI Hotel (All CRR)

2024 Fire Prevention Employees

DDP1

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Line Description:

Credit-Tools-BCC Office Supplies-BCC Janitorial Supplies-BCC

Tools-BCC

Retirement Shadow Boxes Cal Chiefs Training Symposium

Refund/Credit Vacuum Station 5

Photo Image Membership Registration for Employees

File Sharing for Department

Prime Membership Free Shipping

Office Supplies

Supplies-Special Event

Supplies-Staff Meetings

Supplies-Recreation Class

Refreshments-Staff Meetings

Refreshments-Congregate Lunch

Drone License Testing Fee Parts for NIST Drone Testing

EMS 4-Collapsible Cots Patient

Cables; Partial Order

Fraudulaent Charge

Course Tuition Fresno Training

Refund for Hotels

Hoses

Stock-Switch Ingnition Key

Decor-Snoopy House

Event Food-Snoopy House

Balearic Building Additions

Recreational Special Events

Shop Supplies

400 Tree Ties-EZ 36B

Amazon Monthly Fee

Pre-meeting Snacks

Snoopy House Equipment

Commission Meeting Dinner

Comm Mtng 1-yr Anniversary

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Line Description:

Custom Sign Butterfly Garden

Monthly CEAOC Luncheon/Meeting

Snoopy House Supplies

License Renewal Robert Ryan

Keurig Protection Plan

Commercial Keurig Machine

Office Supplies

Business Meeting

Avaya Display Phone

CEAOC Annual Registration

Fuel

Hardware-Door Lock W/Occupancy

Food/Supp-LEAP

Rec Equip-LEAP

Tools/Equip-LEAP

Art/Craft Supp-LEAP

Refund-Art/Craft-LEAP

Equipment-Snoopy House

Event Supplies

Promotional Subscription

Uniforms

Office Supplies

NHCC Decorations

Snoopy House Staff Meals

Women in Leisure Services

Office Supplies

Restoration Tools

Small Tools

FVP Restoration-Small Tools

Food/Supplies-Day Camp

Health/Safety Equip-Day Camp

Credit-Supp-Snoopy House

Refreshments-Snoopy House

Decoration/Supp-Snoopy House

Holiday Lights Contestant Priz

Rec Equip-Snow Fight Event

Registration-SCPPOA Meeting

Food/Supp-Quarterly Training

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Line Description:

Food/Supp-Snowball Fight Event

Advertisement for Bid Opening Public Works Officers Institur

Mix Fuel 1 Gal 1 Qt

Food/Refresh-Veterans Social G

Safety Items-DAC

Office Equipment-DAC

General Uniform-Aquatic Staff

Membership Renewal

Conference Registration

Monthly Connnection Fee

City Council Meeting Meal

Toner Cartridge Replacement

Conference Event Registration

Department Meeting Team Buildi

Department Meeting Team Buildn

Cannabis Software App

Cannabis Cloud Base Storage

AICP Memberships Economic Deve

Wall Clock for Conference Room

CA Assoc Code Enforcement

Toilet Seat Cover Dispensers

Rec Equipment-DRC

Refreshments-Breakfast w Santa

Community Developmnt Software

International Code Council Bui

Rater Meals

Meet & Greet

Holiday Decor

Recruitment Facility Rental

Recruitment Facillity Rental

Office Supplies-Fields

Office Equipment-Fields

Refund-Rec Equip-Teen Prog SBF

Flag Pole-NHCC

Coffee Svc Supp-NHCC

Food/Supp-Qtrly Staff Training

Office Supplies

DDP1

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

Page No.

15 Run Date Mar 08,2024

Run Time 3:36:34 PM

Bank: Cycle: ADDEP1

Payment Ref

Date

Status

Remit To

Remit ID

Payment Amt

Line Description:

Supplies-Craft Class Supplies-Noche Buena Supplies-Movie Monday Supplies-Special Event

Supplies-Water Station Supplies-Securing Patio

Supplies-Breakfast with Santa

Safety Items-ROCKS Office Supplies-BCC Office Supplies-ROCKS Janitorial Supplies-BCC

Training

Office Supplies

Raters Refreshment

Snoopy House Meals

Health & Wellness Program

Training Meals&Refreshmnts

Tools-ROCKS

Food/Supp-ROCKS

Rec Equip-ROCKS

Drawing Supp-ROCKS

Bottled Water-ROCKS

Art/Craft Supp-ROCKS

Office Supplies-ROCKS

Spotify Monthly Fee

Cleaning Svs-Santa Suit

Supplies-Coffee Station

Refreshments-Noche Buena

Supplies-Security System

Cricut Design Subscription

Supplies-Membership Folders

Decor/Supp-Breakfast w Santa

Refreshments-Congregate Lunch

Planning Commission Meeting

Cannabis Cloud Base Storage-Su

Cannabis Software App-Submissi

Office Supplies

Monthly Sub Free

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER Page No.

16 Run Date Mar 08,2024

Run Time 3:36:34 PM

DDP1 Bank:

Cycle: ADDEP

Remit ID Remit To Payment Ref Date Status

Payment Amt

Line Description:

Monthly Charges Fee

Conference Registration

Frames

Bodi K9 Retirement

Refreshments for Constituent W

Coffee for CMO **Event Booth Items** Coffee Supplies for CMO reMarkable Monthly Subs

OCCMA Dinner Reception CM Conf

Mileage App icloud Storage Prime Membership Client Ride Share

Bike Supplies Shelter Clients

Travel Insurance Reconnection Clients Reconcetion Client Ze.ZA. Food Groceries Motel Clients Reconnection Clients Bags/Trav

Monthly Subs **CCMF Membership Business Meeting** Jenifer Le Farewell

OC Sprts Business Connect **OC Sports Business Connect** Council Meeting Refreshments

Cal Cities CCMF Recep Reg

Business Meeting

Credit Mouse Pad

Additional Keys Made for Progr Monthly Fee On-Line Queuing Added ACM Gallardo Monthly On-

017263

03/11/24

Ρ

Jason Chamness

0000014287

333.00

Line Description: Executive Development Course-S

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER** Page No.

17

Run Date Mar 08,2024

Run Time 3:36:34 PM

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
017264	03/11/24	P	US Bank	0000002228		464.20
		_ Line Descri	iption: CM Animal Hospital		TOTAL	\$424,151.04

77 Fair Drive Costa Mesa, CA 92626



CITY OF COSTA MESA Agenda Report

File #: 24-074 Meeting Date: 3/19/2024

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meetings of February 20, 2024 and March 5, 2024, the Special Study Session meeting of February 27, 2024, and the regular Study Session meeting of March 12, 2024.



REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY FEBRUARY 20, 2024 - MINUTES

CALL TO ORDER –The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper,

Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and

Mayor Stephens.

Absent: None.

PUBLIC COMMENTS - NONE.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

APN:139-031-62,139-651-14

Property:1683 Sunflower Avenue, Costa Mesa, CA 92626 Agency Negotiator: Lori Ann Farrell Harrison, City Manager

Negotiating Parties: Brent Stoll, Rose Equities Under Negotiation: Price and Terms of Payment

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1) City of Grants Pass, Petitioner v. Johnson, et al., Respondents, 9th Cir. Ct. of Appeals Nos. 20-35752 & 20-35881 (Johnson v. Grants Pass), United States Supreme Court Case # 23-175.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1) Moyer v. City of Costa Mesa, Orange County Superior Court Case No. 30-2022-01248290.

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATION OF LITIGATION - ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(2), Anticipated Litigation.

City Council recessed at 4:03 p.m. for Closed Session.

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Closed Session adjourned at 5:35 p.m.

CALL TO ORDER –The Regular City Council and Successor Agency to the Redevelopment Agency, and Housing Authority meeting was called to order by Mayor Stephens at 6:00 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

A video was played of the National Anthem and Mayor Stephens led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Phil Eyskens, Lighthouse Church.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper,

Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and

Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

The Mayor presented the 2024 Black History Month Proclamation to Ayleah Willis, Orange Coast College Black Student Union President.

The Mayor presented the 211 OC Month Proclamation to Elizabeth Andrade, Executive Director of 211 OC and Michelle Murphey, Senior Director of Public Affairs.

PUBLIC COMMENTS - MATTERS NOT LISTED ON THE AGENDA

Chris McEvoy, Costa Mesa, spoke against the new permit parking program and on enforcement.

Russell Toler, spoke on 2024 goals for transportation and bike safety.

Cynthia McDonald, Costa Mesa, spoke on the environmental impacts associated with the Huntington Beach Air Show.

Alfie Sanchez, Event Director for Majestic Cycling, spoke on hosting their first bike race event and extended an invitation to City Council to attend the event on March 3, 2024.

Speaker, spoke on Measure K and housing, traffic problems on Airport Loop, Airway Avenue, and Redhill Avenue, spoke on the Airport Working Group, and updates to the City website.

Jay Humphrey, Costa Mesa, thanked the City for providing ADA equipment, and spoke on the Fairview Developmental Center meeting and the visioning statement.

Alexander Haberbush, spoke on the overconcentration of cannabis businesses.

Wendy Leece, Costa Mesa, spoke on the overconcentration of cannabis businesses and requested a cap.

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Speaker, spoke on the law requiring dogs on leashes.

Steven Smith, Costa Mesa, spoke on the overconcentration of cannabis stores.

Priscilla Rocco, spoke on Native American tribes, lands and cultures, and protecting Fairview Park.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Harper spoke on absences from meetings due to family medical issues, spoke on resigning from the City Council in the near future, and spoke on his stance on various issues.

Council Member Marr thanked Council Member Harper for his service, spoke on hearing from the public on issues, the Majestic Cycling event, and touring Orange Coast College.

Council Member Reynolds thanked Council Member Harper for his service, thanked the community for participating in local government, spoke in support of Black History Month, spoke on attending an event celebrating Green Business Programs, spoke on being involved in the EIR for the Huntington Beach Air Show, thanked transportation staff for infrastructure projects that have improved pedestrian safety, requested improvements to bus shelters, and requested to adjourn the meeting in honor of Dolores Pliego.

Council Member Chavez thanked Council Member Harper for his service, spoke on keeping the community beautiful and reporting problems on the Costa Mesa 311 application, requested staff research and install a left turn signal at the intersection of Pomona Avenue and 19th Street, and spoke on a street vendor incident on Harbor Blvd and requested an update from staff.

Council Member Gameros thanked the community for participating in council meetings, thanked Council Member Harper for his service, and praised first responders.

Mayor Pro Tem Harlan thanked Council Member Harper for his service, spoke on hearing from the public, and requested an update on the rental and evictions program.

Mayor Stephens thanked Council Member Harper for his service, spoke on Black History Month and attending the Music of the March event, spoke on attending the public safety forum, thanked the Public Works Department for the Wallace Street crosswalk on 19th Street, spoke on adjourning in honor of Dolores Pliego, spoke on serving on the Orange County Transportation Authority board and the respect they have for Mr. Sethuraman and his projects, and spoke on receiving \$8 million from Orange County Transportation Authority for pedestrian safety projects.

Mr. Sethuraman recognized the Transportation Division that worked on the grant application and that work on the projects.

REPORT – CITY MANAGER – Ms. Farrell Harrison thanked Council Member Harper for his service, spoke on upcoming meetings on the Fairview Developmental Center, spoke on applying to serve on a City Committee, spoke on the March 5th Primary Election and voting locations and hours, spoke on sandbags being available at City Hall, spoke on reporting flooding issues to 714-754-5252, spoke on following up on the EIR for the Huntington Beach Air Show, spoke on street vendors being regulated by the County Health Department and staff is working with street vendors on understanding county requirements, and reported that staff will come back with an update on the evictions and rental assistance programs.

Fire Chief Stefano reported on the fire in Wilmington.

REPORT – CITY ATTORNEY – Ms. Hall Barlow thanked Council Member Harper for his service.

CONSENT CALENDAR

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Approve the Consent Calendar except for Item Nos. 5, 6, 7, and 8.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to

his wife working at Priceless Pets.

Motion carried: 7-0

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

ACTION:

City Council and Housing Authority approved the reading by title only and waived full reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk: Joseph Arriola, Timothy Campagna, Khosrow Jahanbin, Debbie Kaste, William Laidlaw, Walter MacDonald, Kamran Moghaddam, Tomsit Ungrangsee.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself on this item due to his wife working for Priceless Pets.

ACTION:

City Council approved Warrant Resolution No. 2711.

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4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of January 16, 2024.

9. APPROVE INCREASES IN PURCHASING AUTHORITY TO AGREEMENTS FOR VEHICLE PARTS AND SERVICES

ACTION:

City Council approved and authorized the City Manager to execute change orders that would authorize an increase in purchase authority of up to \$175,000 to each of the following purchase orders for services and vehicle parts for the remainder of the current fiscal year and annually thereafter:

- Ford Motor Company
- NAPA Auto Parts
- South Coast Emergency Vehicle Services
- Southern California Fleet Services

10. RESIDENTIAL PERMIT PARKING PROGRAM - JOANN STREET AND FEDERAL AVENUE

ACTION:

City Council adopted Resolution No. 2024-04, approving the implementation of a Resident Permit Parking (RPP) only restriction on Joann Street between Placentia Avenue and Federal Avenue and on Federal Avenue between Joann Street and Darrell Street, and authorizing the Transportation Services Manager to extend the restriction within a 1,000-foot radius as needed, based on a qualifying petition from affected residents and Council-adopted guidelines.

11. DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA CITY FIRE MANAGEMENT ASSOCIATION (CMFMA) MEET AND CONFER AND AUTHORIZATION TO PROCEED WITH THE FINANCIAL ANALYSIS OF THE CURRENT MOU PER THE TRANSPARENCY IN LABOR NEGOTIATIONS COUNCIL POLICY

ACTION:

- City Council designated City Manager Lori Ann Farrell Harrison as the City's Principal Negotiator, Deputy City Manager Alma Reyes, Human Resources Manager Kasama Lee, Human Resources Administrator Fanni Acosta and Finance Director Carol Molina as the City's representatives in negotiations with the CMFMA.
- Authorized staff to have the independent fiscal analysis of the current CMFMA 2017-2024 Memorandum of Understanding (MOU) completed per the requirements of the Transparency in Labor Negotiations Council Policy.

ITEMS PULLED FROM THE CONSENT CALENDAR

5. AMENDMENT NUMBER FOUR TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH KEYSER MARSTON ASSOCIATES (KMA) FOR AFFORDABLE HOUSING CONSULTING SERVICES

Public Comments:

Speaker, spoke on completing the Inclusionary Housing Ordinance, and thanked Council Member Harper for his service.

Priscilla Rocco spoke on public outreach.

MOVED/SECOND: Council Member Marr/Council Member Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr,

Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: Council Member Harper.

Absent: None. Abstain: None. Motion carried: 6-1

ACTION:

- 1. City Council approved and authorized the City Manager and City Clerk to execute Amendment No. 4 to the Professional Services Agreement (PSA) with Keyser Marston Associates, Inc. (KMA) to increase the not-to-exceed amount by \$55,300 for a total of \$155,300, in substantially the same form as attached and in such final form as approved by the City Attorney.
- Authorized the City Manager or designee and City Clerk to execute future amendments to the agreement, so long as such amendments are within the existing City budget.

6. SPENDING AUTHORIZATION APPROVAL FOR ON-CALL ENVIRONMENTAL, TECHNICAL AND STAFFING SERVICES LIST

Public Comments:

Speaker, spoke against the contract with PlaceWorks, Inc.

Wendy Leece, Costa Mesa, thanked Council Member Harper for his service, spoke on a cap for consultants, and spoke on the public not being heard and represented regarding Fairview Developmental Center.

Speaker, spoke on listening to the community instead of consultants.

Priscilla Rocco, spoke against the consultant and on the public meetings regarding Fairview Developmental Center.

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MOVED/SECOND: Council Member Gameros/Council Member Chavez

MOTION: Approve staff recommendation with the exception of PlaceWorks, Inc.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr, and Mayor Stephens.

Nays: Council Member Harper, Council Member Reynolds, and Mayor Pro Tem Harlan.

Absent: None. Abstain: None. Motion carried: 4-3

ACTION:

- 1. City Council approved and authorized the City Manager and City Clerk to authorize spending authority with each consulting firm listed below through June 30, 2025, in such final form as approved by the City Attorney for on-call environmental, technical, and staffing services:
 - Dudek
 - ECORP Consulting, Inc.
 - Environmental Science Associates
 - FCS International, Inc.
 - Galvin Preservation Associates, Inc.
 - LSA Associates, Inc.
 - Michael Baker International
 - PSOMAS
 - Sagecrest Planning and Environmental
 - Stantec Consulting Services
 - The Natelson Dale Group, Inc.
- 2. Authorized the City Manager and City Clerk to execute future amendments and spending authority with the above-listed firms including any potential increases in compensation as long as the amendments are pass-through costs from entitlement application deposit accounts or within the City's annual budget.
- 7. ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, FEDERAL PROJECT NO. CML-5312(104), CITY PROJECT NO. 23-11

Public Comments:

Speaker, spoke on receiving a presentation on the project, and supports the project.

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

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ACTION:

- 1. City Council adopted plans, specifications, and working details for the Adams Avenue and Pinecreek Drive Intersection Project, Federal Project No. CML-5312(104), City Project No. 23-11, and found the project categorically exempt from CEQA.
- 2. Approved a Public Works Agreement (PWA) in the amount of \$2,877,242, and a ten percent (10%) contingency in the amount of \$287,724 to Gentry General Engineering, Inc., 320 West Tropica Rancho Road, Colton, California 92324.
- 3. Approved a Professional Services Agreement (PSA) in the amount of \$209,762 and a ten percent (10%) contingency in the amount of \$20,976, to Interwest Consulting Group, Inc., 444 North Cleveland Avenue, Loveland, Colorado 80537, for construction management services for the Adams Avenue and Pinecreek Drive Intersection Project.
- 4. Approved a budget transfer, authorizing the use of the Measure "M2" Fairshare Fund from the Citywide Street Improvements project budget (400015) in the amount of \$705,500, and appropriation of \$750,000 from the Traffic Impact Fee Fund balance, to the Adams Avenue and Pinecreek Drive Intersection Project.
- 5. Authorized the City Manager and the City Clerk to execute the PWA and the PSA and any future amendments to the agreement within Council authorized limits.
- 8. AWARD MAINTENANCE SERVICES AGREEMENTS FOR AS NEEDED FIRE EQUIPMENT MAINTENANCE, ANNUAL INSPECTION AND TESTING SERVICES

Public Comments: None.

MOVED/SECOND: Council Member Marr/Council Member Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

ACTION:

- 1. City Council awarded Maintenance Services Agreements (MSAs) to Bit Pros, Incorporated, and Performance Truck Repair, Incorporated, for as needed fire equipment maintenance, annual inspection and testing services for a five-year period, for an annual amount of \$200,000.
- 2. Authorized a ten percent (10%) contingency of \$20,000 annually for unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.

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3. Authorized the City Manager and City Clerk to execute the agreements and future amendments to the agreements within Council authorized limits.



City Council recessed into a break at 8:08 p.m.

City Council reconvened at 8:20 p.m.

PUBLIC HEARINGS:

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

1. REVIEW OF THE PLANNING COMMISSION'S DECISION TO DENY PLANNING APPLICATION 22-22 FOR A CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS STOREFRONT BUSINESS WITH DELIVERY LOCATED AT 1858 NEWPORT BOULEVARD ("EVOLV HERBAL")

Presentation by Ms. Halligan, Senior Planner.

Public Comments:

Alexander Haberbush spoke in opposition of the item.

Jay Humphrey, Costa Mesa, spoke on revisiting the ordinance.

Tracy Mitchum spoke on outreach to the neighbors and the impact to the alleyway.

Speaker, spoke in opposition of the location.

Speaker, spoke in opposition of the item.

Matt Young spoke in support of the item.

John Upton spoke in opposition of the item.

Speaker, spoke in opposition of the item.

Speaker, spoke in opposition of the item.

Steven Smith spoke in opposition of the item.

Speaker, spoke in opposition of the item.

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Speaker, spoke in opposition of the item.

Speaker, spoke in support of the item.

Tim Adams spoke in support of the item.

Speaker, spoke on the location of the store.

Eric Mather spoke in support of the item.

Speaker, spoke in support of the item.

Wendy Leece spoke in opposition of the item.

Ida Wolf spoke in opposition of the item.

Speaker, spoke in opposition of the item.

Speaker, spoke on the location of the store.

Marc Vukcevich spoke in support of the item.

Dan Le spoke in opposition of the item.

Cynthia McDonald spoke in opposition of the item.

Speaker, spoke in opposition of the item.

Speaker, spoke in opposition of the item.

MOVED/SECOND: Mayor Stephens/Council Member Reynolds

MOTION: Reverse the Planning Commission's decision and approve Planning Application 22-22 for a Conditional Use Permit to operate a retail cannabis storefront with delivery at 1858 Newport Blvd (Evolv Herbal) with the following two additional conditions; 1. Add in the storefront aesthetic requirements as recommended by Council Member Reynolds, and 2. Change the hours of operation to end at 9:00 p.m. instead of 10:00 p.m.

SUBSTITUTE MOTION/SECOND: Council Member Marr/Mayor Pro Tem Harlan **SUBSTITUTE MOTION:** Uphold Planning Commission's decision to deny Planning Application 22-22 on the bases of land use policies 1.1 and 3.1.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Harper, Council Member Marr, and Mayor Pro Tem Harlan.

Nays: Council Member Chavez, Council Member Reynolds, and Mayor Stephens.

Absent: None. Abstain: None. Motion carried: 4-3

ACTION:

City Council upheld the Planning Commission's decision to deny Planning Application 22-22.

OLD BUSINESS: NONE.

City Council recessed into a break at 10:30 p.m.

City Council reconvened at 10:46 p.m.

NEW BUSINESS:

1. CITY OF COSTA MESA, COSTA MESA FINANCING AUTHORITY, AND COSTA MESA HOUSING AUTHORITY FINANCIAL STATEMENTS, AND HOUSING SUCCESSOR ANNUAL REPORT FOR THE PERIOD ENDING JUNE 30, 2023.

Presentation by Ms. Molina, Finance Director, Ms. Pham, Finance Manager, and Ms. Farr, Consultant.

Public Comments: None.

MOVED/SECOND: Council Member Chavez/Council Member Reynolds

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

ACTION:

- 1. City Council received and filed the following reports for the fiscal year ended June 30, 2023:
 - a. Annual Comprehensive Financial Report (ACFR).
 - b. Air Quality Improvement Fund Compliance Report.
 - c. Audit Communication Letter.
 - d. Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriation Limit Worksheets.
- 2. City Council and Costa Mesa Financing Authority received and filed the Costa Mesa Financing Authority audited financial statements for the fiscal year ended June 30, 2023.
- 3. City Council and Housing Authority received and filed the following reports for the fiscal year ended June 30, 2023:

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- a. Independent Financial Audit of the Costa Mesa Housing Authority, including the Low and Moderate Income Housing Asset Fund.
- b. The Fiscal Year 2022-23 Housing Successor Annual Report prepared under the California Health and Safety Code Section 34176.1 as the housing successor and Section 34328 as a housing authority.

MOVED/SECOND: Mayor Pro Tem Harlan/Council Member Chavez

MOTION: Move to consider New Business Item No. 3 prior to New Business Item No. 2. The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

3. "THE 12" GYM NOISE STUDY

Presentation by Mr. Gamboa, Community Improvement Manager and Mr. Hardesty, Consultant.

Public Comments:

Wendy Simao spoke on the item.

MOVED/SECOND: Council Member Marr/Mayor Stephens

MOTION: Receive and file the noise study report. The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Harper, Council Member Marr, Council

Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: Council Member Gameros.

Absent: None. Abstain: None. Motion carried: 6-1

ACTION:

City Council received and filed the noise study report prepared by Sound Media Fusion related to resident concerns regarding potential noise ordinance violations from business operations at "The 12" gym, located at 140 East 17th Street, Suite B, in Costa Mesa.

2. URBAN MASTER PLAN SCREENING REQUEST (UMP-21-007) FOR A MIXED-USE DEVELOPMENT AT THE CITY'S SENIOR CENTER TO CONSTRUCT AND OPERATE A 60-UNIT AFFORDABLE SENIOR HOUSING PROJECT LOCATED AT 695 WEST 19TH STREET

Presentation by Ms. Huynh, Principal Planner.

MOVED/SECOND: Mayor Stephens/Council Member Chavez

MOTION: Continue the meeting past midnight. The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Marr, Council Member Reynolds,

Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: Council Member Gameros and Council Member Harper.

Absent: None. Abstain: None. Motion carried: 5-2

Public Comments:

Shirley McDaniels Costa Mesa, requested to maintain the same number of parking spaces, inquired on parking during construction, spoke on compound density, and expressed concern on the infrastructure.

Speaker, spoke on parking concerns, obstruction of natural view, and is opposed to the item.

Ida Wolf expressed concern on parking and is opposed to the item.

Cynthia McDonald spoke in support for the housing, expressed concerns on parking, spoke on ADA compliance on surrounding streets, spoke on 19th Street and Pomona Avenue crosswalks, and suggested the project be eligible to only Costa Mesa residents.

Speaker, expressed concern on parking.

Russell Toler spoke on the architectural style, requested more units, spoke on parking, and spoke in support of the item.

MOVED/SECOND: Mayor Stephens/Council Member Marr

MOTION: Receive and file the report.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

ACTION:

City Council reviewed and provided feedback on the proposed 60-unit mixed-use development at 695 West 19th Street located in the 19 West Urban Plan area, and received and filed the report.

4. ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COSTA MESA (CITY) AND THE COSTA MESA FIREFIGHTERS ASSOCIATION (CMFA) AND THE ADOPTION OF ACCOMPANYING SALARY RESOLUTION FOR CMFA

Presentation by Ms. Lee, Human Resources Manager.

Public Comments:

Fire Captain Steve Cathey spoke in support of the item.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr,

Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: Council Member Harper.

Abstain: None.
Motion carried: 6-0

ACTION:

- 1. City Council approved and adopted the Memorandum of Understanding between the City of Costa Mesa and CMFA.
- 2. Approved and adopted Resolution Number 2024-06 revising the pay ranges for CMFA.
- 3. Authorized the City Manager and members of the City's Negotiation Team to execute the Memorandum of Understanding documents.
- 5. ADOPT RESOLUTION APPROVING FY 2024-25 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR THE COSTA MESA SUCCESSOR AGENCY AND THEN APPROVE DISSOLUTION OF THE SUCCESSOR AGENCY TO THE COSTA MESA REDEVELOPMENT AGENCY

Presentation by Ms. Molina, Finance Director.

Public Comments: None.

MOVED/SECOND: Council Member Chavez/Mayor Stephens

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr,

Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: Council Member Harper.

Abstain: None. Motion carried: 6-0

ACTION:

- 1. City Council and Successor Agency Board approved Resolution No. 2024-07 of the City Council/Successor Agency Board of the City of Costa Mesa, California, approving the Recognized Obligation Payment Schedule (ROPS) in the amount of \$0 for the Fiscal Year 2024-25.
- Approved Resolution No. 2024-08 of the City Council/Successor Agency Board
 of the City of Costa Mesa, California, requesting the Oversight Board, Orange
 County Auditor-Controller and California Department of Finance approve of the
 dissolution of the Successor Agency to the Costa Mesa Redevelopment Agency.
- 3. Directed the submission of the Resolutions to the Orange County Auditor-Controller and the California State Department of Finance.

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

Council Member Chavez requested staff to bring back revisions to the cannabis ordinance as soon as possible.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 1:00 a.m. in memory of Dolores Pliego

Minutes adopted on this 19th day of March, 2024.

John Stephens, Mayor ATTEST: Brenda Green, City Clerk



SPECIAL STUDY SESSION MEETING OF THE CITY COUNCIL FEBRUARY 27, 2024 – 5:00 P.M. - MINUTES

CALL TO ORDER –The Special Study Session meeting was called to order by Mayor Stephens at 5:00 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper,

Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: Council Member Marr.

PUBLIC COMMENTS

Adam Wood, Business Industry Association, spoke on data from Santa Ana, affordable units being built, and creating housing.

Tim O'Brien, Legacy Partners, spoke on the proposed rates, Measure Y, and possible alternatives.

Cynthia McDonald spoke on the Housing Element, making the ordinance efficient, and getting affordable units built.

Kathy Esfahani spoke on data from Santa Ana, spoke on changes made at the first reading of the proposed ordinance, and spoke on the proposed in-lieu fees.

Speaker, expressed concerns on the item.

George Sakioka, Sakioka Company, clarified previously submitted comments from the first reading of the proposed ordinance and having the option to dedicate land to build housing.

STUDY SESSION ITEM:

1. STUDY SESSION REGARDING THE PROPOSED IN-LIEU HOUSING FEE, STATE DENSITY BONUS AND AFFORDABLE HOUSING STRATEGIES AND OPTIONS

ACTION:

City Council received the staff presentation and provided direction on proposed in-lieu housing fee amounts and subsequent fee resolution for potential future City Council adoption.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 7:28 p.m.

Minutes – Special Study Session – February 27, 2024 Page 1 of 2

Minutes adopted on this 19th day of March, 2024.

John Stephens, Mayor ATTEST: Brenda Green, City Clerk



REGULAR CITY COUNCIL AND HOUSING AUTHORITY MARCH 5, 2024 – MINUTES

CALL TO ORDER –The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper,

Council Member Reynolds, and Mayor Stephens.

Absent: Council Member Marr and Mayor Pro Tem Harlan.

PUBLIC COMMENTS

Steve Cederquist spoke on Closed Session Item No. 5 regarding 1963 Wallace Ave.

Dennis D'Alessio spoke on Closed Session Item No. 5 regarding 1963 Wallace Ave.

Steve Sheldon spoke on Closed Session Item No. 5 regarding 1963 Wallace Ave.

Cynthia McDonald spoke on Closed Session Item No. 7 regarding 1683 Sunflower Ave.

CLOSED SESSION ITEMS:

- Public Employment, Workers' Compensation Claim,
 Pursuant to California Government Code Section 54956.9 (b)(1);
 WCAB NO. ADJ17419798, ADJ14891865, ADJ14891868, ADJ14889339
- 2. Public Employment, Workers' Compensation Claim, Pursuant to California Government Code Section 54956.9 (b)(1); WCAB NO. ADJ1196410, ADJ14117564, ADJ15123770
- 3. Public Employment, Workers' Compensation Claim,
 Pursuant to California Government Code Section 54956.9 (b)(1);
 WCAB NO. ADJ13298729, ADJ13298728, ADJ13602725
- 4. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9, (d)(1)
Name of Case: Tippett v. City of Costa Mesa
Orange County Superior Court, Case No. 30-2022-01243684-CU-PO-NJC

5. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION-ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1) Name of Case: City of Costa Mesa v. D'Alessio; 1963 Wallace Ave. Orange County Superior Court Case No. 30-2020-01133479

6. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATION OF LITIGATION - ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

7. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

APN:139-031-62,139-651-14

Property:1683 Sunflower Avenue, Costa Mesa, CA 92626 Agency Negotiator: Lori Ann Farrell Harrison, City Manager

Negotiating Parties: Brent Stoll, Rose Equities Under Negotiation: Price and Terms of Payment

City Council recessed at 4:14 p.m. for Closed Session.

Closed Session adjourned at 5:47 p.m.

CALL TO ORDER –The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:00 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

St. John the Baptist School Choir

MOMENT OF SOLEMN EXPRESSION

Pastor Matthew Hambrick, Costa Mesa First United Methodist Church

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper,

Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and

Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT - No reportable action.

PRESENTATIONS:

The Mayor recognized the Estancia High School Girls' Soccer Team CIF Southern Section Division 5 Champions.

The Mayor recognized the Newport Harbor Boys' Soccer Team CIF Southern Section Division 2 Champions.

The Mayor presented a proclamation to Dede Wilson, President of the Costa Mesa Women's Club in honor of Women's History Month.

PUBLIC COMMENTS - MATTERS NOT LISTED ON THE AGENDA

Flo Martin, thanked Jennifer Rosales and Brett Atencio Thomas for their work to make streets safe.

Aaron McCall spoke on the death of Dolores Pliego, and on prioritizing safer streets for biking and walkability.

Ida Wolf requested an ice machine at the Senior Center.

Speaker, requested assistance on compliance issues for the recovery house on Joann Street.

Speaker, spoke on issues with street vendors and food trucks in the community.

Jim Fitzpatrick requested the removal of the badge fee for cannabis businesses.

Edward Coleman, spoke on protesting the bid on Consent Calendar Item No. 5.

Priscilla Rocco spoke on public commenters and listening to the public.

Cynthia McDonald, Costa Mesa, spoke on the Fairview Developmental Center outreach plan.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Marr spoke on attending the Taylor Elizabeth Clifford Memorial Grand Prix, requested an ice machine for the Senior Center, requested staff research the calls for service at the house on Joann Street, and spoke on data collection on street safety.

Council Member Reynolds thanked the 5th grade students at Wilson Elementary School, spoke on attending a conference on improving walkability and safety in the City, spoke on pedestrian safety and implementing solutions more quickly, and spoke on the City of Hoboken being 8 years with no pedestrian deaths.

Council Member Chavez spoke on the importance of voting, spoke on implementing measures for street safety, requested an ice machine at the Senior Center, requested reviewing the badge fees for cannabis businesses, requested enforcement for street vendors and expressed concern for sidewalks being blocked by street vendors, spoke on revisiting the Orange County Power Authority, thanked the Costa Mesa Police Department for their fast response, and spoke on funding more youth organizations.

Council Member Gameros requested information on the ice machine at the Senior Center, spoke on enforcement of street vendors and food trucks, spoke on badge fees for cannabis businesses and the public receiving tax information requested, and spoke on attending the Fairview Developmental Center meeting and community outreach.

Council Member Harper spoke on the ice machine at the Senior Center, spoke on enforcement of street vendors and food trucks, and spoke on Jake Knapp winning the Mexico Open.

Mayor Pro Tem Harlan spoke on voting, spoke on the Fairview Developmental Center meeting and community outreach, requested an update on the status of the field lights at Kaiser Elementary, and congratulated Jake Knapp for winning the Mexico Open.

Mayor Stephens congratulated Jake Knapp for winning the Mexico Open, spoke on participating in the Love Costa Mesa Clean-up Day, praised first responders, congratulated Deputy Police Chief Joyce LaPointe for winning the District 73 Woman of the Year Award, congratulated CMTV for an A rating on transparency, spoke on cannabis tax revenues and requested staff bring back badge fees for cannabis businesses, and also the first-time homebuyers program, requested staff bring forward an e-bike ordinance, requested data on street vendors and enforcement, and spoke on adjourning in memory of Glen Stroud.

REPORT – CITY MANAGER – NONE.

REPORT – CITY ATTORNEY – Ms. Hall Barlow spoke on the presentations at the beginning of the meeting.

CONSENT CALENDAR

MOVED/SECOND: Council Member Chavez/Mayor Pro Tem Harlan **MOTION:** Approve the Consent Calendar except for Item No. 5.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to

his wife working at Priceless Pets.

Motion carried: 7-0

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

ACTION:

City Council and Housing Authority approved the reading by title only and waived full reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk: Enrique Acevez.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself on this item due to his wife working for Priceless Pets.

ACTION:

City Council approved Warrant Resolution No. 2712.

Minutes - Regular Meeting - March 5, 2024 Page 4 of 6

4. AUTHORIZATION FOR THE PURCHASE OF CELLEBRITE INC. MOBILE DEVICE FORENSIC EXTRACTION SOLUTION WITH CARAHSOFT TECHNOLOGY CORPORATION

ACTION:

- City Council authorized the use of OMNIA Partners' Cooperative Agreement No. R191902 with Carahsoft Technology Corporation for the purchase of Cellebrite Inc. mobile device forensic extraction solution.
- 2. Authorized the purchase of Cellebrite Inc. mobile device forensic extraction solution under the awarded Organized Retail Theft Prevention (ORT) Grant through OMNIA Partners' Cooperative Agreement No. R191902 with Carahsoft Technology Corporation in the amount of \$128,760.27.
- 6. RESOLUTION AUTHORIZING STREET CLOSURES FOR THE 2024 ORANGE COUNTY MARATHON RUNNING FESTIVAL

ACTION:

City Council adopted Resolution No. 2024-09, designating event routes for the 2024 Orange County (OC) Marathon Running Festival and approving the temporary street closures for May 4, 2024 and May 5, 2024, as requested for the 2024 OC Marathon Running Festival.

ITEMS PULLED FROM THE CONSENT CALENDAR

5. INFORMATION TECHNOLOGY DEPARTMENT CATEGORY 6A (CAT6A) STRUCTURED CABLING AND VERKADA CAMERA INSTALLATION WITH NETXPERTS

Public Comments:

Edward Coleman spoke on his protest of the item.

MOVED/SECOND: Mayor Stephens/Council Member Chavez

MOTION: Continue the item.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

ACTION:

City Council continued the item.

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

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)
OLD BUSINESS: NONE.
NEW BUSINESS: NONE.
ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS – NONE.
ADJOURNMENT – Mayor Stephens adjourned the meeting at 7:41 p.m. in memory of Glen Stroud.
Minutes adopted on this 19 th day of March, 2024.
John Stephens, Mayor
ATTEST:
Brenda Green, City Clerk
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REGULAR STUDY SESSION MEETING OF THE CITY COUNCIL MARCH 12, 2024 – MINUTES

CALL TO ORDER –The Study Session meeting was called to order by Mayor Stephens at 5:00 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper, Mayor

Pro Tem Harlan, and Mayor Stephens.

Absent: Council Member Marr and Council Member Reynolds.

PUBLIC COMMENTS - NONE.

STUDY SESSION ITEM:

1. FISCAL YEAR 2023-2024 MID-YEAR BUDGET UPDATE

Presentation by Ms. Molina, Finance Director.

ACTION:

City Council received and filed the FY 2023-24 mid-year budget update for the current fiscal year that began on July 1, 2023 and ends on June 30, 2024.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 5:30 p.m.

Minutes adopted on this 19th day of March, 2024.

John Stephens, Mayor	
ATTEST:	
Brenda Green, City Clerk	

77 Fair Drive Costa Mesa, CA 92626



CITY OF COSTA MESA Agenda Report

File #: 24-078 Meeting Date: 3/19/2024

TITLE:

AWARD OF THE ADAMS AVENUE IMPROVEMENT PROJECT, CITY PROJECT NO. 23-07, 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) 754-5633

RECOMMENDATION:

Staff recommends the City Council:

- 1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301.
- Adopt plans, specifications, and working details for the Adams Avenue Improvement Project, City Project No. 23-07.
- 3. Award a Public Works Agreement (PWA) for construction to All American Asphalt, 400 East Sixth Street, Corona, California 92879 in the amount of \$2,327,723.20.
- 4. Authorize the City Manager and City Clerk to execute the PWA for All American Asphalt and future amendments to the agreements within Council authorized limits.
- 5. Authorize a ten percent (10%) contingency in the amount of \$232,772 for construction and unforeseen costs related to this project.

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 Adams Avenue Improvement Project (from Royal Palm Drive to the Santa Ana River and Royal Palm Drive from Adams Avenue to Elm Avenue) is primarily a street pavement rehabilitation project

File #: 24-078 Meeting Date: 3/19/2024

along with bicycle facility improvements.

Along Adams Avenue, newly designed and improved Class II bike lanes will be installed with green conflict zones including highly visible 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.

Street rehabilitation will include removal and reconstruction of damaged pavement sections; milling and overlaying with new asphalt; adjustment of utility and manhole covers to grade; and implementation of traffic control. The project will be primarily funded through the Road Maintenance and Rehabilitation Account (RMRA).

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:

The City Clerk received and opened five (5) bids for this project on January 30, 2024. All American Asphalt, Inc. (All American), the apparent lowest bidder, submitted a bid proposal in the amount of \$2,327,723.20. The average of the five (5) bids received amounted to \$2,485,777. The bid results are included as Attachment 1.

The license and references of All American have been checked and staff has found them to be in good standing.

All American Asphalt has successfully completed several projects in the City of Costa Mesa including the Bear Street Improvement Project (from Baker Street to I-405 Freeway); Hamilton Street and Santa Ana Avenue Improvement Project; Randolph Avenue Parking and Pedestrian Improvements Project; Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project; and most recently, the Placentia Avenue, West 19th Street, and East 17th Street Improvements Project.

Upon City Council award of the PWA (Attachment 2), All American 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.

In addition, this street improvement project is subject to and will be the City's first project under the Community Workforce Agreement (CWA). The City Council approved the CWA on February 1, 2022, in order to promote efforts to increase employment opportunities for residents of Costa Mesa, and to facilitate training and employment for the City's students and veterans in the construction trades through apprenticeships and to encourage efficiency in construction operations.

On March 7, 2023, the City Council awarded a Professional Services Agreement (PSA) to The Solís Group (Solís) to assist the City in administering the CWA. Solís will render its services to manage the provisions of the CWA for this project, including the preparation and submission of the final report, in the amount of \$6.432.

ALTERNATIVES:

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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:

This project will be primarily funded from the Road Maintenance and Rehabilitation Account (RMRA) Fund allocated and approved by City Council in Fiscal Year 2021-22 with the remaining balance and the 10% contingency coming from Gas Tax (201) Citywide Street Maintenance project.

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:

- 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. 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 Adams Avenue Improvement Project, City Project No. 23-07.
- 3. Award a Public Works Agreement (PWA) for construction to All American Asphalt, 400 East Sixth Street, Corona, California 92879 in the amount of \$2,327,723.20.
- 4. Authorize the City Manager and City Clerk to execute the PWA for All American Asphalt and future amendments to the agreements within Council authorized limits.
- 5. Authorize a ten percent (10%) contingency in the amount of \$232,772 for construction and unforeseen costs related to this project.

ATTACHMENT 1

CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT

ADAMS AVENUE IMPROVEMENT PROJECT (RMRA) CITY PROJECT NO. 23-07

BID OPENING DATE: NOVEMBER 13, 2023

Bidder	City	Total Bid
All American Asphalt, Inc.	Corona, CA	\$2,327,723.20
Hardy & Harper, Inc.	Lake Forest, CA	\$2,411,000.00
R.J. Noble Company, Inc.	Orange, CA	\$2,439,469.60
Onyx Paving Company, Inc.	Anaheim, CA	\$2,552,000.00
PALP dba Excel Paving Company, Inc.	Long Beach, CA	\$2,698,692.00

AVERAGE BID: \$2,485,776.96

LOWEST RESPONSIVE BID: \$2,327,723.20

CITY OF COSTA MESA PUBLIC WORKS AGREEMENT FOR CITY PROJECT NO. 23-07

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated the 19th day of March 2024 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and All American Asphalt, a 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 mobilization, grind & overlay of asphalt street pavement, crack sealing, notifications to businesses and residents, traffic signing; striping and markings, including new bicycle facilities, installation of pavement markers and implementing traffic control along Adams Avenue (from Royal Palm Drive to Santa Ana River) and Royal Palm Drive (from Adams Avenue to Elm Avenue) (the "Work").

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

The Project is known as the Adams Avenue (from Royal Palm Drive to Santa Ana River) and Royal Palm Drive (from Adams Avenue to Elm Avenue) Pavement Rehabilitation Project, City Project No. 23-07 (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, notice inviting bids, bid addendum No. 1, 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 and incorporated herein;
- (e) Certificates of insurance as attached hereto as Exhibit D and incorporated herein;
- (f) Drug-Free Workplace Policy, attached hereto as Exhibit E and incorporated herein; and
- (g) 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. <u>CITY'S REPRESENTATIVE</u>.

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

4. <u>CONTRACTOR'S PROJECT MANAGER; PERSONNEL.</u>

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

(b) <u>Personnel</u>. 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. <u>COMPENSATION</u>.

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 three hundred twenty-seven thousand, seven hundred twenty-three dollars and twenty cents (\$2,327,723.20).

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. <u>TIME OF PERFORMANCE</u>.

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 45 working days from the first day of commencement of the Work.

12. <u>TERMINATION</u>.

- (a) <u>Termination for Convenience</u>. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) <u>Termination for Breach of Contract</u>.
- (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

one thousand five hundred dollars (\$1,500.00) 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. <u>DISPUTES PERTAINING TO PAYMENT FOR WORK.</u>

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. <u>SUPERINTENDENCE BY CONTRACTOR</u>.

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

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

performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 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 OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

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

21. INSURANCE.

(a) <u>Minimum Scope and Limits of Insurance</u>. 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, 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.
- (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) <u>Endorsements</u>. 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 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 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) <u>Reporting Provisions</u>. 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) <u>Insurance Applies Separately</u>. 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) <u>Deductible or Self-Insured Retention</u>. 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) <u>Proof of Insurance</u>. 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) <u>Non-Limiting</u>. 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) <u>Payment of Prevailing Wages</u>. 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) <u>Apprentices</u>. 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) <u>Payroll Records</u>. 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. 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.

25. 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.

26. <u>PROVISIONS CUMULATIVE</u>.

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

27. NOTICES.

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

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

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:

All American Asphalt 400 East Sixth Street Corona, CA 92879 Attn: Edward J. Carlson

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

Fidelity and Deposit Company of Maryland Agent For Service Melissa DeKoven 2710 Gateway Oaks Drive, Suite 150N Sacramento CA 95833-3505

INDEPENDENT CONTRACTOR.

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

29. 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.

30. 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.

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.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

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

33. ASSIGNABILITY.

This Agreement may not be 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.

34. <u>WAIVER</u>.

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

35. HEADINGS.

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

36. 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.

37. 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.

38. 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	
CITY OF COSTA MESA A municipal corporation	
Lori Ann Farrell Harrison City Manager	Date:
ATTEST:	
Brenda Green	Date:
City Clerk	
APPROVED AS TO FORM:	
Kimberly Hall Barlow City Attorney	Date:
APPROVED AS TO INSURANCE:	
	Date:
Ruth Wang Risk Management	
APPROVED AS TO PURCHASING:	
	Date:

Finance Director		
DEPARTMENTAL APPROVAL:		
Raja Sethuraman Public Works Director	_ Date:	
Irina Gurovich Project Manager	Date:	

EXHIBIT A CONTRACTOR'S BID

SECTION C

PROPOSAL FOR THE

ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER) AND

ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM STREET) PAVEMENT REHABILITATION PROJECT CITY PROJECT No. 23-07

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

Dear Councilmembers:

In compliance with the NOTICE INVITING BIDS FOR THE ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. 23-07, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SIXTY (60) 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:

ADA	PR AMS AVENUE (from Royal Palm Driv (from Adams Avenue to Elm Stree		ta Ana I		
NO.	DECRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (5% Maximum)	1	LS	\$ 103,537.90	\$ 103,537.90
2	Water Quality Best Management Practices	1	LS	\$ 30.621.25	\$ 30,621.25
3	Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety	1	LS	\$ 91,233.00	\$ 91,233.00

Bidder's Initials

P-1a

PROPOSAL

Project and Specifications No. 23-07

PROPOSAL (continued) ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT

NO.	DECRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4	Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting	1	LS	\$ 150,500.00	\$ 150,500.00
5	Reset Existing Survey Monuments and Ties	5	EA	\$ 1,116.75	\$ 5,583.75
6	Cold Mill Ex. Pavement 2.5" per Typical Sections, Plans & Detail A-1 on Sheet 2 of Plans & Crack Seal	612,810	SF	\$ 0.43	\$ 263,508.30
7	Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5" Max. per Typical Sections)	1,980	TON	\$ 134.25	\$ 265,815.00
8	Asphalt Rubber Hot Mix (ARHM- GG-C PG 64-16) Surface Course (2" per Typical Sections)	8,140	TON	\$140.00	\$ 1,139,600.00
9	Sawcut & Remove Ex. and Construct 10" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (Max. 10% RAP) over Native (95% Relative Compaction) per Detail A-2 on Sheet 2 of Plans, as directed by the Engineer	2,255	SF	\$ 13.00	\$ 29,315.00
10	Adjust Water Valve Can & Cover to Grade	32	EA	\$ 1,048.50	\$33,552.00
11	Adjust Manhole Frame & Cover to Grade	26	EA	\$1,398.00	\$ 36,348.00
12	Adjust Storm Drain Manhole Frame & Cover to Grade	4	EA	\$ 1,398.00	\$ 5,592.00
13	Adjust Well Monument Can & Cover to Grade	4	EA	\$2,058.00	\$ 8,232.00
14	Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.)	6,270	SF	\$ 0.60	\$3,762.00

Bidder's Initials

Project and Specifications No. 23-07

15/517/05	BBOBOO	A1 /	The second secon	ject and Specifica	tions No. 23-07	
PROPOSAL (continued) ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT						
NO.	DECRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	
ledian Island Modification per Median Modification Detail shown on Sheet 5 of Plans Bid Items Nos. 15, 16 & 17)						
15	Sawcut & Remove Ex. Structural Section, PCC & Miscellaneous Improvements (Thickness per Typical Section), Prepare Subgrade, Place, Grade and Compact Fill	1	LS	\$ 12,387.75	\$ _{12,387.75}	
16	Construct 8" (Min.) PCC Curb over 6" CMB per City Standard Dwg. No. 311, Type A (Modified Variable Curb Face)	62	LF	\$ 223.50	\$ 13,857.00	
17	Construct AC Slot Paving per Detail A-3 on Sheet 2 of Plans	131	SF	\$ 26.00	\$ 3,406.00	
18	Furnish & Install Type "E" Loop Detectors, 6' Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	45	EA	\$ 430.25	\$ 19,361.25	
19	Furnish & Install Type "F" Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	21	EA	\$ 457.00	\$ 9,597.00	
20	Furnish & Install Modified Type "F" Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	4	EA	\$ 457.00	\$ 1,828.00	
21	Install New Blue Raised Pavement Markers (BRPM's)	8	EA	\$ 10.75	\$ 86.00	

Bidder's Initials

Project and Specifications No. 23-07

ADA	PROPOS AMS AVENUE (from Royal Palm Driv (from Adams Avenue to Elm Street	e to Sant	a Ana R	liver) and ROYA	L PALM DRIVE PROJECT
NO.	DECRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
22	Additional Work Items Allowance	1	FA	\$ 100,000.00	\$ 100,000.00
	TOTAL BASE BID AMOUNT (in Fig	\$ 2,327,723.2	20		

TOTAL BASE BID AMOUNT (in Words):

Two Million three hundred twenty seven thousand seven hundred twenty three dollars and twenty cents

The award of the Contract shall be based on the lowest responsive Total Base Bid Amount. The CITY also reserves the right to reject all Bids.

Bidder's Initials

PROPOSAL

PROPOSAL (CONTINUED)

NOTES:

- 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.
- The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
- 3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
- 4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

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

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

5. COMMUNITY WORKFORCED AGREEMENT (CWA): This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.

Bidder's Initials

PROPOSAL

PROPOSAL

Base Bid (Continued)

(Please Type or Print)

Total Amount for Base Bid (in written words)	Two Million three hundred twenty seven thousand seven hundred twenty three dollars and twenty cents
(\$2,327,723.20)
Contractor's Lawful Name:All American Aspl	in figures
Contractor's Lawren Name. All American Asp.	idit
Bidder's Name:Edward J. Carlson	Bidder's Initials:
Contractor's License No. 267073	Expiration:01/31/2026
Contractor's Taxpayer I.D. Number: 95-2595	5043
Contractor's DIR Registration Number: 1000	
Signature:	Date:
Contractor's Address: 400 East Sixth Street, Co	
Telephone Number: (951) 736-7600	Mobile No.:()_N/A
Fax Number: (951) 736-7646	E-mail: publicworks@allamericanasphalt.con
24-Hour Emergency Contacts:	
Doug Harrington	Telephone Number: (951) 736-7600
Name	Mobile No.: (951)453-9000
Tina Anderson	Telephone No.: (951) 736-7600
Name	Mobile No.: () N/A
	Telephone No.: ()
Name	Mobile No.: ()
•	Bidder's Initials

PROPOSAL SCHEDULE (CONTINUED)

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

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

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of 10% of the total amount of the 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

Project and Specification No. 23-07

Respectfully Submitted,

All Americ	can Asphalt			Edward J. Carls	on '	Vice Pre	sident
	Contractor's Business	Name		Contrac	tor	Title	
P.O. Box				[1-1]/-			President
Corona	Business Address: S CA	treet 92878		Singed By 267073	A, C-12	Titl	e 01/31/2026
City	20 4	Zip		Contractor's License	N 300 CN	ification	Exp. Date
at-	Business Phone Nur Carlson, Vice Pro			400 East Sixtl	Date h Streeet		
Corona	Name CA	Title 92879		951-736-7600	Residence: Stre	eet	
City	State	Zip		Resid	dence phone N	lumber	
of the corpora	ation and whether	tate the names or more than one	officer				
X Corpora	ation		1	axpayer I.D. Nur	nber:	2000010	,
Name Edwa	Luer, President ard J. Carlson, Vid ael Farkas, Secre			Can Sign X X X		Must S X X X	Sign
	y a partnership joint ventures.	or a joint ventu	re, stat	te the names an	d addresse	es of all	general
	ship or Joint Ven	tures N/A	1	axpayer I.D. Nur	mber: <u>1</u>	V/A	
NameN/A	4						
Address							
	4						
f the bidder in the bid shall fictitious name	s a sole propriet be in the real na	orship or anothe ame of the biddo owever, no fictiti	r entity er with ious na	that does busine a designation fol me shall be use	llowing sho	owing "[DBA (the
The full name orincipals, are		s of all persons	and pa	rties interested in	the forego	oing prop	oosal, as
Sec	e first and last retary, Treasure ventures, give r	r and Manager, a	and affin	of corporation, x corporate seal; aal members.	give name in case of p	es of P partners	resident, hips and
Mark Lu	er, President						
Edward	J. Carlson, Vice l	President					
Michael	Farkas, Secretar	У					
			- -				0
					d .		
						Bidder'	s Initials

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

Addendum No.	Date Received	Bidder's Signature
1	01/26/2024	Edward J. Carlson, Vice President
COI	NSTRUCTION PROJECT	REFERENCES
rein proposed, it is re- nstruction projects co	quested that you submit empleted, or in progress	round and experience for the project a list of Public Works and/or similals, within the last 24 months. This id is responsive and or responsible to
Date Project Award	ed Awarding Age	Agency's Contract Administrator Contact Information
	SEE ATTACHED	
		Bidder's Initia

P-4

2023 PAST WORK REFERENCES

City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Manhattan Beach, CA 90266

Contact: Jarb Thaipejr (909) 799-2811

jthaipejr@lomalinda-ca.gov

Euclid Land Venture, LLC 4450 Macarthur Blvd., Ste 100 Newport Beach, CA 92693

Contact: Scott Kendall (949) 783-5341

khaymes@ranchomv.com

City of Aliso Viejo 12 Journey Ste #100 Aliso Viejo, Va 92656

Contact: Shaun Pelletier (949) 425-2531

spelletier@avcity.org

RMV Realty, Inc.
28811 Ortega HWY
San Juan Capistrano, CA 93

San Juan Capistrano, CA 92693 Contract: Jeff Ford (949) 413-8899

jford@ranchomv.com

City of Monterey Park 320 W. Newmark Avenue Monterey Park, CA 91754

Contact: Anthony Bendezu (626) 307-1283

abendezy@montereypark.ca.gov

Pavement Rehab. at Various Locations Contract Amount: \$1,476,363.00

Start Date: 9/1/2023 End Date: 12/2023

Merrill Ave. Street Widening Contract Amount: \$915,915.00

Start Date: 4/2022 End Date: 2/2023

FY22-23 Slurry Seal & Rehab Project Contract Amount: \$1,595,650.00

Start Date: 5/2022 End Date: 5/2023

PA 3.2A Street Improvement Contract Amount: \$1,244,244.00

Start Date: 4/2022 End Date: 8/2023

2023 Street Rehabilitation Project Contract Amount: \$6,865,699.00

Start Date: 8/2023 End Date: 12/2023

2023 PAST WORK REFERENCES

City of Fullerton 303 W. Commonwealth Ave Fullerton, CA 92632

Contact: Pete Acosta, Jr. (714) 738-6871

PeteA@cityoffullerton.com

City of Ontario 303 East B Street Ontario, CA 91764

Contact: Leonard Lui (909) 295-2401

LLui@ontarioca.gov.

City of Riverside 2900 Main St. Riverside, CA 92522

Contact: Maria Lamping (951) 826-5146

mlamping@riversideca.gov

City of Ontario 825 East Third Street San Bernardino, CA 92415 Contact: Samuel E. Nicorici (909) 387-7960

bdavis@newportbeachca.gov

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626

Contact: Irina Gurovich (714) 754-5324

Irina.gurovich@costamesaca.gov

Brookhurst Rd., SR91 St. Rehab Contract Amount: \$325,825.00 Start Date: 5/2023

End Date: 12/2023

2023 Fall Pavement Rehabilitation Project

Contract Amount: \$4,569,222.00

Start Date: 08/2023 End Date: 11/2023

Permanent Trench Resurfacing Contract Amount: \$455,150.00

Start Date: 1/2023 End Date: 6/2023

Chino & Montclair Area Variours Roads

Overlay Project

Contract Amount: \$5,639,575.88

Start Date: 9/2022 End Date: 7/2023

Slurry Seal Project

Contract Amount: \$2,828,001.50

Start Date: 1/2022 End Date: 7/2023

2022 PAST WORK REFERENCES

City of Manhattan Beach 1400 Highland Ave. Manhattan Beach, CA 90266

Contact: Bianca Cardenas (310) 802-5357

bcardenas@manhattanbeach.gov

RMV Realty, Inc. 28811 Ortega Hwy San Juan Capistrano, CA 92693

Contact: Kelly Haymes khaymes@ranchomv.com

City of Westlake Village 31200 Oak Crest Dr. Westlake Village, CA 91361

Contact: Roxanne Hughes (805) 890-8885

rhughes@willdan.com

City of Burbank 275 E Olive Burbank, CA 91502

Contact: Artin Megerdichian (818) 238-3942

amegerdichian@burbankca.gov

City of Highland 27215 Base Line St. Highland, CA 9234

Contact: Amanda Perez (909) 864-6861

aperez@cityofhighland.org

Toll Bros, Inc.

725 W. Town & Country Road, Ste 200

Orange, CA 92868

Contact: Brandon Haskell (714) 347-1360

bhaskell@tollbrothers.com

Slurry Seal of Central Area of Sands Section

Contract Amount: \$673,275.00

Start Date: 12/2021 End Date: 7/2022

Planning Area 3.1 Street Improvement

Contract Amount: \$3,996,996.00

Start Date: 4//2021 End Date: 4/2022

Dales Dr. and Parkridge Ave Street Improv.

Amount: \$1,025,336.00 Start Date: 5/2022 End Date: 6/2022

Local Residential St. Improv. Project Contract Amount: \$7,761,320.00

Start Date: 1/2022 End Date: 12/2022

Pavement Management Program Contract Amount: \$2,082,099.00

Start Date: 10/2021 End Date: 12/2022

The Metro Heights

Contract Amount: \$2,675,250.00

Start Date: 11/2021 End Date: 4/2022



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE:

JANUARY 26, 2024

TO:

ALL PROSPECTIVE BIDDERS

SUBJECT:

ADDENDUM NO. 1 -

ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER) AND ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM

AVENUE) PAVEMENT REHABILITATION PROJECT,

CITY PROJECT NO. 23-07

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail sheet CODY of this 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:

Edward J. Carlson, Vice President

Company: Ail American Asphalt

All bidders shall register with *PlanetBids* in order to retrieve addenda. 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, TUESDAY, JANUARY 30, 2024

BID OPENING TIME:

NO CHANGE, 2:00 P.M.

BID OPENING PLACE:

NO CHANGE

PROJECT PLANS AND SPECIFICATIONS:

The following are revisions, additions, and/or deletions are hereby made to and shall be considered as part of the project plans and specifications:

1. Project Title and Proposal Schedule: The name of the project revised to correct the name of "Elm Avenue" and shall be read as follow:

"Adams Avenue (from Royal Palm Drive to Santa Ana River) and Royal Palm Drive (from Adams Avenue to Elm Street Avenue) Pavement Rehabilitation Project".

2. Notice Inviting Bids: Contractors are reminded that the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of Costa Mesa, per Section 5 on Sheet N-1 of the Notice Inviting Bids to the City Clerk MUST BE SUBMITTED PRIOR to the bid submission deadline. No bid will be considered unless this bid security is physically received prior to the submission deadline.

- 3. <u>Number of Working Days:</u> The number of working days revised from sixty (60) working days to forty-five (45) working days.
- Greneral Provision: The following abbriviation added to the Section 1-3 Abbriviations, Page GP-3:

"SSPWC - The Standard Specifications for Public Works Construction"

5. Special Provision: Section 82-3.02, Metal Posts, Page SP-19 replaced with the follow:

"Metal posts shall be 4¾" 2" square perforated steel posts (Telespar) with breakaway anchor."

6. **Special Provision:** Sixth paragraph of Section 84-2.02C, Thermoplastic, Preformed Green Colored Thermoplastic, Page SP-21, replaced with the following:

"All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko <u>Premark Optamark with Optatrac Anti-Skid.</u> Preformed green thermoplastic shall be non-slip, non-skid and retroreflective. Contractor shall turn in submittal sheets to Engineer 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 Engineer."

7. <u>Striping Plans:</u> Striping plan shall be replaced in its <u>complete entirety</u> with the revised striping plans labeled "ADDENDUM NO. 1" in red on each sheet with changes to sheets No. 11 and No. 12. Revisions include replacing the greenback sharrows with normal white sharrows. The enclosed revised striping plan becomes a part of the Contract Documents and Special provisions of the Project documents. This work shall be considered under the traffic striping contract unit price for which it is required, and no additional compensation will be allowed.

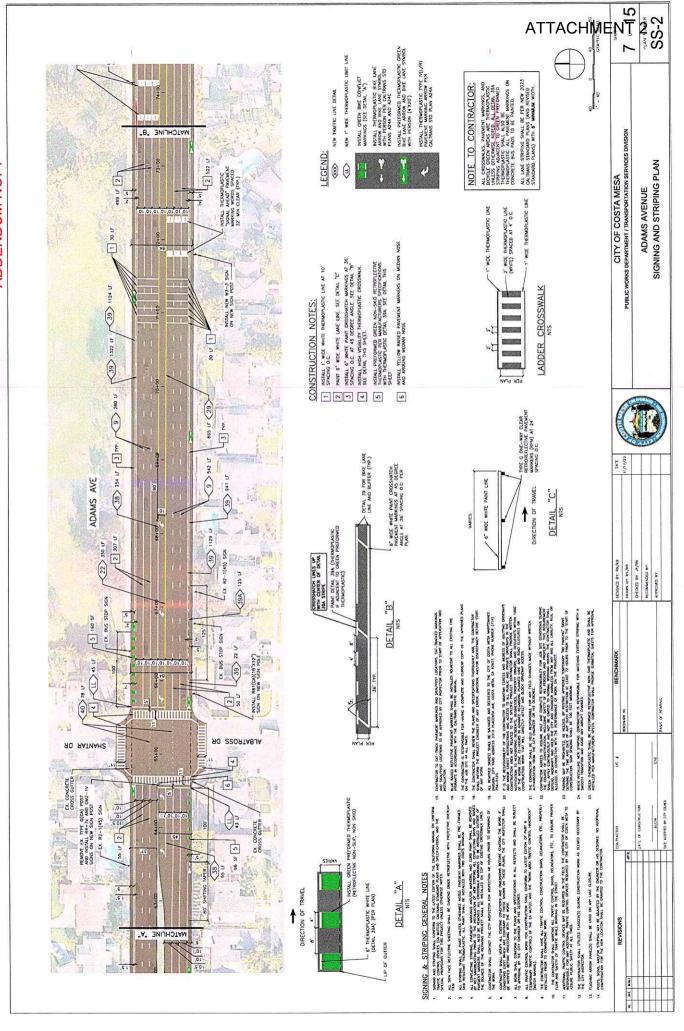
The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at <u>janet.zuazo@costamesaca.gov</u>.

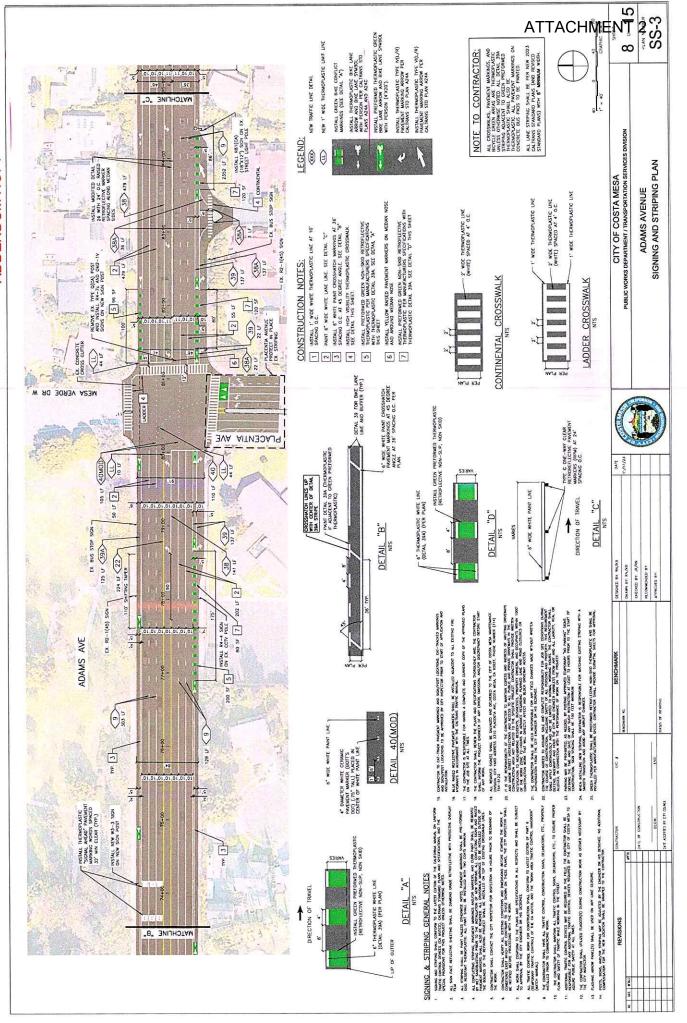
Irina Gurovich Project Manager

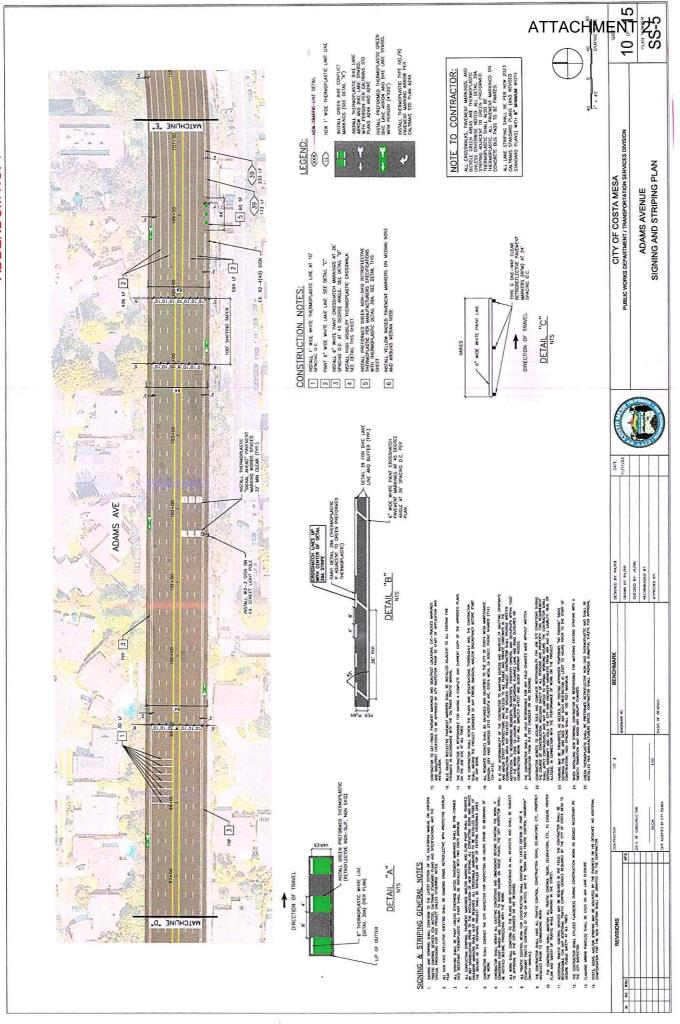
Attachments: Revised Striping Plan

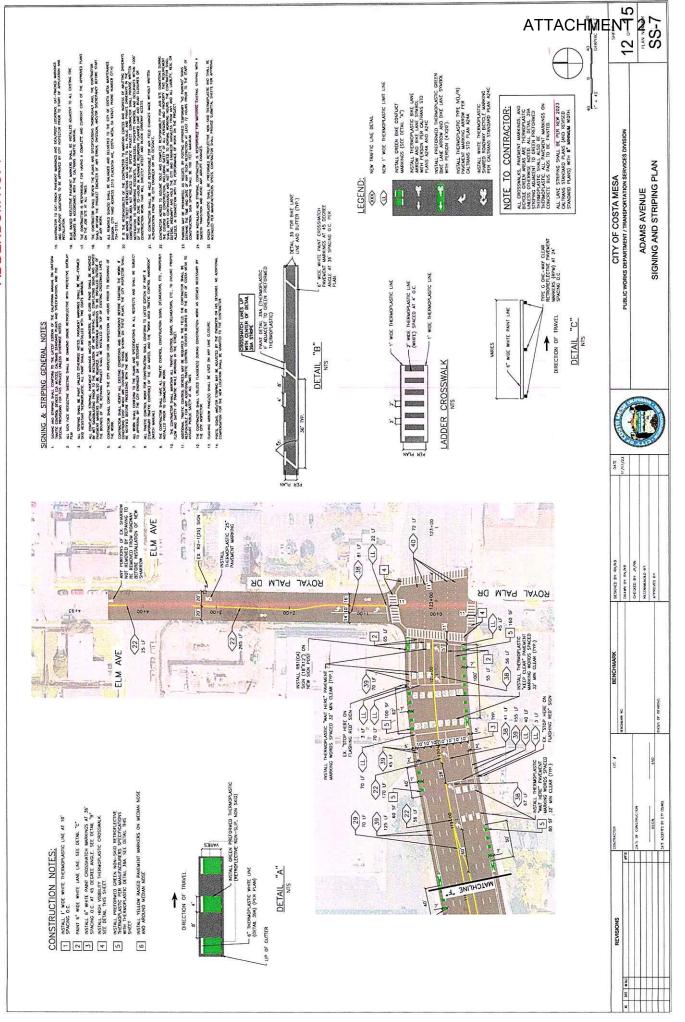
ziner Guzovich

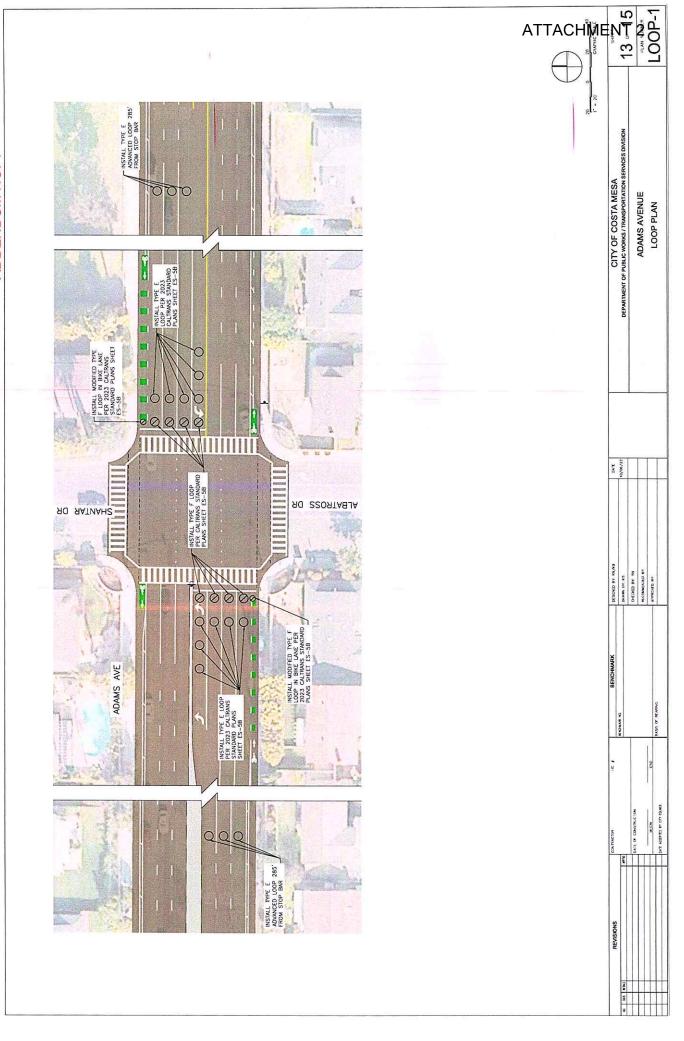
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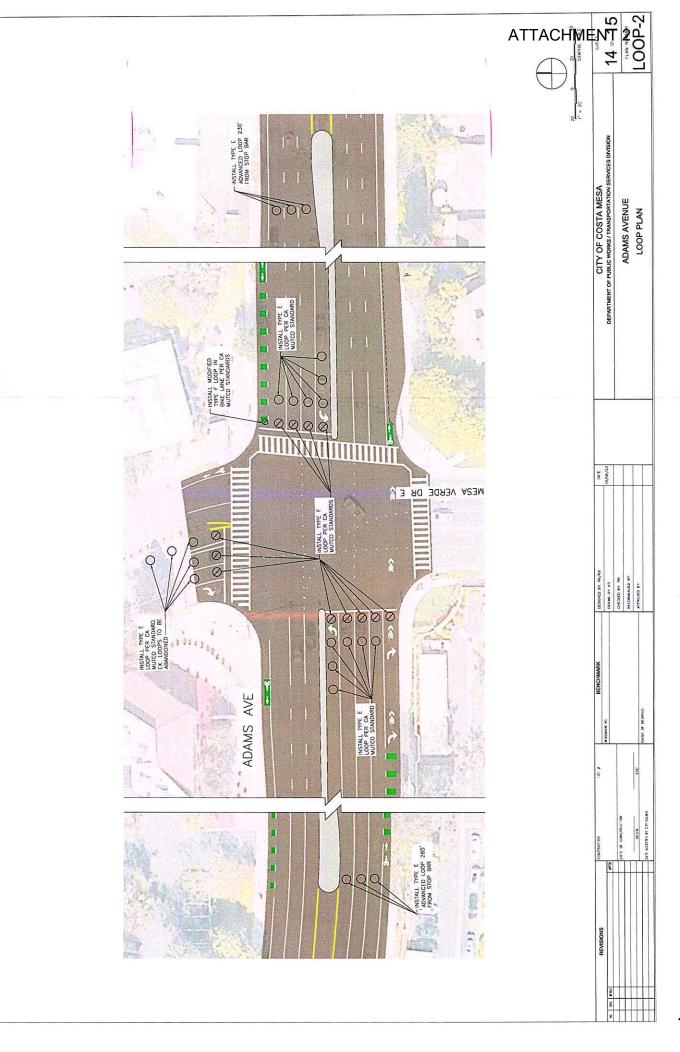


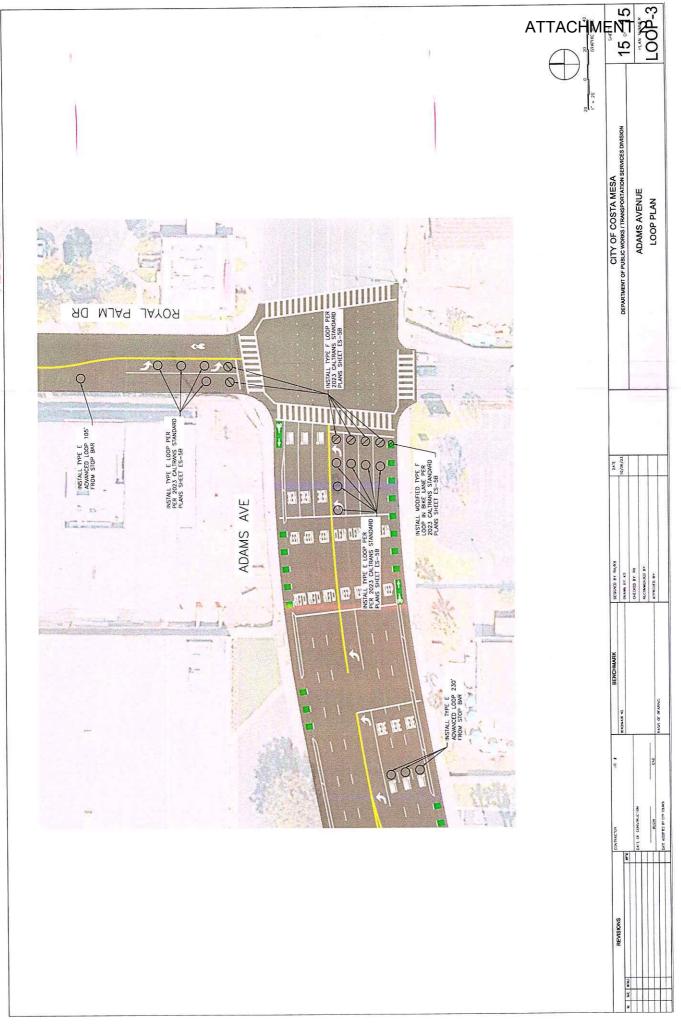












Kim Deiro

From:

Kim Deiro

Sent:

Monday, January 29, 2024 8:34 AM

To:

ZUAZO, JANET

Subject:

Addendum 1 - Adams Avenue (from Royal Palm Dr. to Santa Ana River) and Rooyal Palm Drive (from Adams Avenue to Elm Avenue) Pavement rehabilitation project - City

Project No. 23-07

Attachments:

Addendum 1 Adams Avenue - city project no. 23-07.pdf

Please see Attached Addendum 1 Acknowledgement. Please let me know if anything else is needed. Thank you. Have a great day.

Please let me know if you need anything further

Thanks,

Kimberly Deiro



An Equal Opportunity Employer

400 E. Sixth St. Corona, CA 92878

Phone: (951) 736-7600 (Ext 212)

Fax: (951) 736-4671

kdeiro@allamericanasphalt.com

Kim Deiro

From:

ZUAZO, JANET < JANET.ZUAZO@costamesaca.gov>

Sent:

Monday, January 29, 2024 9:16 AM

To:

Kim Deiro

Subject:

RE: Addendum 1 - Adams Avenue (from Royal Palm Dr. to Santa Ana River) and Rooyal Palm Drive (from Adams Avenue to Elm Avenue) Pavement rehabilitation project - City

Project No. 23-07

You don't often get email from janet.zuazo@costamesaca.gov. Learn why this is important

Good morning,

Received.



Thank you,

Janet Zuazo

Administrative Assistant Public Works Department

77 Fair Drive | Costa Mesa | CA 92626 Phone: (714) 754-5029 | F: (714) 754-5028





PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL. THANK YOU!

Costa Mesa is launching a new permit and license processing system called TESSA in August. TESSA will replace our existing system and all land use, building and business license applications currently in process will be transferred to the new system. To learn more about TESSA, visit our FAQ page at https://www.costamesaca.gov/tessa.





From: Kim Deiro < Kdeiro@allamericanasphalt.com>

Sent: Monday, January 29, 2024 8:34 AM

To: ZUAZO, JANET < JANET.ZUAZO@costamesaca.gov>

Subject: Addendum 1 - Adams Avenue (from Royal Palm Dr. to Santa Ana River) and Rooyal Palm Drive (from Adams

Avenue to Elm Avenue) Pavement rehabilitation project - City Project No. 23-07

Please see Attached Addendum 1 Acknowledgement. Please let me know if anything else is needed. Thank you. Have a great day.

Please let me know if you need anything further

Thanks,

Kimberly Deiro



An Equal Opportunity Employer

400 E. Sixth St. Corona, CA 92878

Phone: (951) 736-7600 (Ext 212)

Fax: (951) 736-4671

kdeiro@allamericanasphalt.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the Information Technology Department.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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
5,13	0.40%	CASE LAND SURVEYING, INC 614 N. ECKOFF STREET ORANGE, CA 92868 WWW.CSLI@CASELANDSURVEYING.COM	L5411		1000001533
6	1.16%	MD RUBBERIZED CRACKFILL 32 RANCHO CIRCLE LAKE FOREST, CA 92630 WWW. MDCRACKFILL@GMAIL.COM	986686	А	1000006438
18,19,20	1.23%	SMITHSON ELECTRIC 1938 E. KATELLA AVENUE ORANGE, CA 92867 TOM@SMITHSONELECTRIC.COM	614518	C-10	1000001610
4, 21	6.02%	Insterstate Striping, Inc 9784 Poplar Avenue Fontana, CA 92335 Stenhanie@interstate-striping.com	1087140	C-32	1000866044

By submission of this proposal, the Bidder certifies:

- That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

CITY OF COSTA MESA BIDDERS LIST

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

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

Firm Name:All American Asphalt	Phone: <u>951-736-7600</u>		
Address: 400 E. Sixth Street	Fax: <u>951-736-7646</u>		
Corona, Ca 92879			
Contact Person: Edward J. Carlson	No. of years in business: <u>5</u> 5		
Is the firm currently certified as a DBE under 49 CFR Part 26? YES X NO			
Type of work/services/materials provided by firm? ASPhalt Paving			
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 <u>all bidders</u> (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

Power of Consultation

Emmy CORF

267073

BURNAL MALL AMERICAN ASPHALT

Classification(s) A C12

EXPURSION DATE 01/31/2026

www.csib.ca.gov

127

Contractor Information	Registration History		
Legal Entity Name	Effective Date	Expiration Date	
ALL AMERICAN ASPHALT	05/11/18	06/30/19	
Legal Entity Type			
Corporation	05/08/17	06/30/18	
Status	05/02/16	06/30/17	
Active	03/02/10	00/30/17	
Registration Number	06/09/15	06/30/16	
1000001051		50 SS	
Registration effective date	08/25/14	06/30/15	
07/01/23	07/01/19	06/30/20	
Registration expiration date	07/01/13	00/30/20	
06/30/26	07/01/20	06/30/23	
Mailing Address			
PO BOX 2229 CORONA 92878 CA United States of America	07/01/23	06/30/26	
Physical Address			
400 E SIXTH ST CORONA 92879 CA United States of America			
Email Address			
publicworks@allamericanasphalt.com		23	
Trade Name/DBA			
License Number (s)			
CSLB.267073			
CSLB:267073			

Legal Entity Information

Corporation Entity Number:

C0570879 952595043

Federal Employment Identification Number: President Name:

Mark Luer

Vice President Name:

Treasurer Name:

Edward J. Carlson

Secretary Name:

CEO Name:

Michael Farkas

Agency for Service:

Agent of Service Name:

Michael Farkas

Agent of Service Mailing Address:

400 E 6th St, Corona, CA Corona 92879 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below: PEO

PEO PEO InformationName

PEO Phone Email

Insured by Carrier

Policy Holder Name:

All American Asphalt
ZURICH AMERICAN INSURANCE COMPANY Insurance Carrier: WC593205701

Policy Number: 08/01/19 08/31/26 Inception date: Expiration Date:

CITY OF COSTA MESA BIDDERS LIST

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

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

Firm Name:	Case Land Surveying, Inc.	Phone:	714-628-8948
Address:	614 N. Eckhoff Street	Fax:	714-628-8905
<u> Contract</u>	Orange, CA 92868		
Contact Pers	on: Larry Case	No. of ye	ears in business: 37
Is the firm cu	rrently certified as a DBE under 49 CFR Par	rt 26? 🔲	YES X NO
Type of work	/services/materials provided by firm?Land S	Surveying, Cor	struction Staking, Monument Preservation
What was yo	ur firm's Gross Annual receipts for last year	?	
	ess than \$1 Million ess than \$5 Million ess than \$10 Million ess than \$15 Million fore than \$15 Million		

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

3.

BIDDERS LIST

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: CL Surveying and Mapping, Inc.	Phone: (909) 484-4200
Address: 400 East Rincon Street, Suite 202	Fax: 909-484-4229
Corona, CA 92879	
Contact Person: Lam Le	No. of years in business: 15 Years
Is the firm currently certified as a DBE under 49 CFR Part	t 26? K YES NO
Type of work/services/materials provided by firm? Land	Surveying
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 <u>all bidd</u> subcontractors and/or suppliers' information).	lers (DBE subcontractors, non-DBE
3.	LL Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Nam	e: Global Road Sealing, Inc.	_ Phone: (714) 893-0845	
Address:	10832 Dorothy Ave.	Fax: (714) 893-0945	
	Garden Grove, CA 92843	-	
Contact P	erson:Tri La	No. of years in business: 24	
Is the firm	Is the firm currently certified as a DBE under 49 CFR Part 26? ☑ YES ☐ NO		
Type of w	ork/services/materials provided by firm?Cr	ack seal, joint seal, electrical	
What was	your firm's Gross Annual receipts for last yea Less than \$1 Million Less than \$5 Million Less than \$10 Million	r?	
	Less than \$15 Million More than \$15 Million		

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CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Interstate Striping, Im, Phone: 909-774-9803
Address: 9784 poplar AR Fax: None
Fontana, ca 92335
Contact Person: Stephanse Acosta No. of years in business: 3
Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO
Type of work/services/materials provided by firm? Striping, Markings, Markers, Signage & pie form Install
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 <u>all bidders</u> (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

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Firm Name: MD RUBBERIZED CRACKFILL Phone: 949-273-6130
Address: 32 RANCHO CIRCLE Fax: 949-446-4454
LAKE FOREST, CA. 92630
Contact Person: MIKE MORGAN No. of years in business: 10
ls the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO
Type of work/services/materials provided by firm? HOT RUBBERITED CRACK SEAL.
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: Pavement Lehab Company Phone: 714-397-0733
Address: 2390 E. La Cresta Ave Fax: +int@pavementrehab.com
Angheim, CA 92806
Contact Person: Tim Farmick No. of years in business: 5
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☑ NO
Type of work/services/materials provided by firm?
What was your firm's Gross Annual receipts for last year?
Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million

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Firm Name: Smithson Electric, Inc.	Phone: <u>(714)</u> 997-9556
Address: 1938 E Katella Avenue	Fax: (714) 997-9559
Orange, CA 92867	
Contact Person: Tom Smithson	No. of years in business:33
Is the firm currently certified as a DBE under 49 CFR Part	:26? ☐ YES ⊠ NO
Type of work/services/materials provided by firm? Install	ation of traffic loop detectors
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 <u>all bidders</u> (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

PTS/SC Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Superior Pavement Markings Inc. Phone: (714) 995-9100
Address: <u>5312 Cypress Street, Cypress CA 90630</u> Fax: <u>(714) 995-9400</u>
Contact Person: Darren Veltz No. of years in business: 23
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☑ NO
Type of work/services/materials provided by firm? Striping, Markings, Signage
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 <u>all bidders</u> (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).
$\mathcal{D}\mathcal{V}$

P-5a

BIDDER'S SOND TO ACCOMPANY PROPOSAL

(Required if the hidder desires to submit bend instead of a certified or cashier's check.)
KNOW ALL PEOPLE BY THESE PRESENTS:
That we, All American Asphalt principals, and Fidelity and Deposit Company of Maryland 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 Total Amount Bid-
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, All American Asphalt , if
accepted by the City of Costa Mesa, and if the above bounden, All American Asphalt, 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
ABOR 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,
All American Asphalt, 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.
N WITNESS WHEREOF:
We hereunto set our hands and seals this 27th day of December , 20 23.
All American Asphalt Fidelity and Deposit Company of Maryland
/m/// Repelere Bass Bates
Ed ward J. Carlon, Vice President Rebecca Haas-Bates, Attorney-in-Fact
Contractor/ Principal Surety/Power of Attorney (Notary Acknowledgement to be attached) (Notary Acknowledgment to be attached)
Bidder's Initials

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

person(s) whose name(s) is/are subscribed to the within instrume and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behind the person(s) acted, executed the instrument.	State of California	
Place Notary Seal Above Commission of Attached Document Bid Bond - City of Costa Mesa Bid Proposal	County of Riverside	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrume and acknowledged to me that he/she/shey executed the same his/she/sheif authorized capacity(ies), and that by his/she/she signature(s) on the instrument the person(s), or the entity upon beh of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State California that the forgoing paragraph is true and correct. WITNESS my hand and official seal. Signature OPTIONAL Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document Bid Bond — City of Costa Mesa Bid Proposal Document Date: December 27, 2023 Number of Pages: 3 Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact Capacity(iee) Claimed by Signer(s) Signer's Name: Edward J. Carlson Signer's Name: Individual Corporate Officer — Title(s): Individual Corporate Officer — Tit	On <u>January 9, 2024</u> before me,_	Kenona Nazari. Notary Public Here Insert name and Title of the Officer,
person(s) whose name(s) is/are subscribed to the within instrume and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon beh of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State California that the forgoing paragraph is true and correct. WITNESS my hand and official seal. Signature OPTIONAL Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document Bid Bond — City of Costa Mesa Bid Proposal Document Date: December 27, 2023 Number of Pages: 3 Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact Capacity(ies) Claimed by Signer(s) Signer's Name: Government of the composition of storage in the document of the composition of the	personally appeared	Edward J. Carlson Name(s) of Signer(s)
person(s) whose name(s) is/are subscribed to the within instrume and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon beh of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State California that the forgoing paragraph is true and correct. WITNESS my hand and official seal. Signature OPTIONAL Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document Bid Bond — City of Costa Mesa Bid Proposal Document Date: December 27, 2023 Number of Pages: 3 Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact Capacity(ies) Claimed by Signer(s) Signer's Name: Government of the composition of storage in the document of the composition of the		,
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Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document Bid Bond - City of Costa Mesa Bid Proposal Document Date: December 27, 2023 Number of Pages: 3 Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact Capacity(ies) Claimed by Signer(s) Signer's Name: Edward J. Carlson Signer's Name: Individual Individual Individual Individual Individual Corporate Officer - Title(s): Partner Limited General Attorney in Fact Attorney in Fact Trustee Other: Trustee Other: Signer is Representing:		WITNESS my hand and official seal.
Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document Title or Type of Document Bid Bond - City of Costa Mesa Bid Proposal Document Date: December 27, 2023 Number of Pages: 3 Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact Capacity(ies) Claimed by Signer(s) Signer's Name: Edward J. Carlson Signer's Name: Individual Individual Individual Partner Limited General Attorney in Fact Partner Attorney in Fact Trustee Other: Other: Signer is Representing: Signer is Representing: Signer is Representing:	Place Notary Seal Above	Signature Signature of Notary Public
Title or Type of Document Bid Bond - City of Costa Mesa Bid Proposal Document Date: December 27, 2023 Number of Pages: 3 Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact Capacity(ies) Claimed by Signer(s) Signer's Name: Edward J. Carlson Signer's Name: Individual Individual Individual Corporate Officer - Title(s): Partner Limited General Attorney in Fact Attorney in Fact Trustee Other: Trustee Other: Trustee Other: Signer is Representing: Signer is Representing:	Though the information below is no	t required by law, it may prove valuable to person relying on the document
Document Date: December 27, 2023 Number of Pages: 3 Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact Capacity(ies) Claimed by Signer(s) Signer's Name: Edward J. Carlson Signer's Name: Individual Individual Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Partner Attorney in Fact Trustee Top of thumb here Trustee Other: Signer is Representing: Signer is Representing:	Description of Attached Document	
Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact Capacity(ies) Claimed by Signer(s) Signer's Name: Edward J. Carlson Individual X Corporate Officer — Title(s): Vice President Partner Limited General Attorney in Fact Trustee Other: Signer is Representing: Signer's Name: Individual Right THUMBPRINT OF SIGNER Top of thumb here Signer is Representing: Signer is Representing:	Title or Type of Document Bid Bond	- City of Costa Mesa Bid Proposal
Capacity(ies) Claimed by Signer(s) Signer's Name:Edward J. Carlson Signer's Name: Individual Corporate Officer — Title(s): Partner Limited _ General Attorney in Fact Partner _ Limited _ General Trustee Other: Signer is Representing: Signer's Name: Individual Corporate Officer — Title(s): Partner Limited _ General Attorney in Fact Top of thumb here Signer is Representing: Signer is Representing:	Document Date: December 27, 20	Number of Pages:3
Signer's Name: Edward J. Carlson Individual X Corporate Officer — Title(s): Vice President Partner D Limited D General Attorney in Fact Trustee Other: Signer's Name: Individual Corporate Officer — Title(s): Partner D Limited D General Attorney in Fact Top of thumb here Signer is Representing: Signer's Name: Individual Corporate Officer — Title(s): Partner D Limited D General Attorney in Fact Top of thumb here Signer is Representing:	Signer(s) Other Than Named Above:	Rebecca Haas-Bates, Attorney-in-Fact
□ Individual X Corporate Officer — Title(s): □ Corporate Officer — Title(s): □ Partner □ □ Limited □ General □ Attorney in Fact □ Attorney in Fact □ Trustee □ Other: □ Other: □ Other: □ Signer is Representing: Signer is Representing: Signer is Representing:	Capacity(ies) Claimed by Signer(s)	
Attorney in Fact Grider Attorney in Fact Attorney in Fact Attorney in Fact Attorney in Fact Top of thumb here Other: Signer is Representing: RIGHT THUMBPRINT OF SIGNER Top of thumb here Signer is Representing:	□ Individual	□ Individual
Signer is Representing.	□ Attorney in Fact □ Trustee RIGH To	☐ Attorney in Fact ☐ Trustee ☐ Trustee ☐ Trustee ☐ Trustee ☐ Trustee
		Signer is Representing:

CALIFORNIA ALL-PORPOSE ACKROWLEDG	MENT CIVIL CODE § 1189
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California)	
County of Orange	
On <u>12/27/2023</u> before me. Alma I	Karen Hernandez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Rebecca Haas-Bates	and seems terreduct and
	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	evidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), sted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
ALMA KAREN HERNANDEZ Notary Public - California Orange County	WITNESS my hand and official seal. Signature
Commission = 2390908 My Comm. Expires Jan 16, 2026	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	rional information can deter alteration of the document or form to an unintended document.
Description of Attached Document	Sometimes and the state of the second
Title or Type of Document: Bid Bond	Document Date: 12/27/2023
Number of Pages: One (1) Signer(s) Other Than	Named Above: All American Asphalt
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Rebecca Haas-Bates	Signer's Name:
☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General	☐ Corporate Officer — Title(s):
☐ Individual ☑ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
©2014 National Notary Association • www.NationalNotar	ry.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V. Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V. Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President. Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of December, 2023.



Thomas O. McClellan Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray. Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William SYRKIN, Richard ADAIR, Rebecca HAAS-BATES of Irvine, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of October, A.D. 2023.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 11th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD My Commission Expires JANUARY 27, 202



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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1/25/24 at 9:49 AM

Signed for by: C.ANGEL

Thursday

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1/25/24 8:48 AM



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.



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.

	All American Asphalt	
	Contractor Firm Name Edward J. Carlson	
	Name of Principal Vice President	
	Title	-
1 1	Signature	
Subscribed and sworn to before me by:		
This day of, 20		
My Commission Expires:		
Notary Public	Bidder's II	nitials

CALIFORNIA JURAT

GOV CODE § 8202

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 Riverside	Subscribed and sworn to (or affirmed) before me on this 9th day of January, 2024, Date Month
	By (1) Edward J. Carlson ,
	Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)
	(and
KENONA NAZARI	(2)
Notary Public - California Riverside County	(2), Name of Signer
Commission # 2318601 My Comm. Expires Jan 10, 2024	Proved to me on the basis of satisfactory evidence be the person who appeared before me.)
Signat	ure Signature of Notary Public
Though the information below is not required by law, it may valuable to person relying on the document and could preve fraudulent removal and reattachment of this form to another	nt
Further Description of Any Attached Document	
	RIGHT THUMBPRINT RIGHT THUMBPRINT OF SIGNER OF SIGNER
Title or Type of Document Non-Collusion Affidavit	Top of thumb here Top of thumb here
Document Date: 1-9-2024 Number of Pages: 1	
Signer(s) Other Than Named Above: None	_

Project and Specification No. 23-07

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

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

Dated: Tanuary 9th, 2024

CONTRACTOR

All American Asphalt

Company Name

PROJECT: ADAMS AVENUE (from Royal Palm Drive to Santa Ana River)

And ROYAL PALM DRIVE (from Adams Avenue to Elm Street)

PAVEMENT REHABILITATION PROJECT, City Project No. 23-07

Project and Specification No. 23-07

DRUG-FREE WORKPLACE POLICY

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

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



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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.

Edward J. Carlson, Vice President	
Bidder/Applicant/Proposer	
January 9th, 2024	a
Date \supset	
	Ridder's Initials

EXHIBIT B BID PACKAGE



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: JANUARY 26, 2024

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 -

ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER) AND ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM

AVENUE) PAVEMENT REHABILITATION PROJECT,

CITY PROJECT NO. 23-07

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 <u>janet.zuazo@costamesaca.gov</u>. 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 addenda. 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, TUESDAY, JANUARY 30, 2024

BID OPENING TIME: NO CHANGE, 2:00 P.M.

BID OPENING PLACE: NO CHANGE

PROJECT PLANS AND SPECIFICATIONS:

The following are revisions, additions, and/or deletions are hereby made to and shall be considered as part of the project plans and specifications:

1. **Project Title and Proposal Schedule:** The name of the project revised to correct the name of "Elm Avenue" and shall be read as follow:

"Adams Avenue (from Royal Palm Drive to Santa Ana River) and Royal Palm Drive (from Adams Avenue to Elm Street Avenue) Pavement Rehabilitation Project".

2. **Notice Inviting Bids:** Contractors are reminded that the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of

Costa Mesa, per Section 5 on Sheet N-1 of the Notice Inviting Bids to the City Clerk MUST BE SUBMITTED PRIOR to the bid submission deadline. No bid will be considered unless this bid security is physically received prior to the submission deadline.

- 3. <u>Number of Working Days:</u> The number of working days revised from sixty (60) working days to forty-five (45) working days.
- 4. **Greneral Provision:** The following abbriviation added to the Section 1-3 Abbriviations, Page GP-3:

"SSPWC - The Standard Specifications for Public Works Construction"

5. **Special Provision:** Section 82-3.02, Metal Posts, Page SP-19 replaced with the follow:

"Metal posts shall be 134" 2" square perforated steel posts (Telespar) with breakaway anchor."

6. **Special Provision:** Sixth paragraph of Section 84-2.02C, Thermoplastic, Preformed Green Colored Thermoplastic, Page SP-21, replaced with the following:

"All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko <u>Premark</u> Optamark with Optatrac <u>Anti-Skid.</u> Preformed green thermoplastic shall be non-slip, non-skid and retroreflective. Contractor shall turn in submittal sheets to Engineer 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 Engineer."

7. <u>Striping Plans:</u> Striping plan shall be replaced in its <u>complete entirety</u> with the revised striping plans labeled "ADDENDUM NO. 1" in red on each sheet with changes to sheets No. 11 and No. 12. Revisions include replacing the greenback sharrows with normal white sharrows. The enclosed revised striping plan becomes a part of the Contract Documents and Special provisions of the Project documents. This work shall be considered under the traffic striping contract unit price for which it is required, and no additional compensation will be allowed.

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 at janet.zuazo@costamesaca.gov.

Irina Gurovich Project Manager

Attachments: Revised Striping Plan

Einer Gurovich

Page 2 of 2 151

CITY OF COSTA MESA ORANGE COUNTY, CALIFORNIA

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

ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT

CITY PROJECT NO. 23-07

Prepared by:

KABBARA ENGINEERING 601 N. Parkcenter Drive, Suite 205 Santa Ana, CA 92705



Leah Carter, P.E. RCE 41879

Copy No.	Checked by
OOP) 110.	

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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:

ADAMS AVENUE
(from Royal Palm Drive to Santa Ana River)
and
ROYAL PALM DRIVE
(from Adams Avenue to Elm Street)
PAVEMENT REHABILITATION PROJECT
CITY PROJECT NO. 23-07

1. <u>BID SUBMISSION AND OPENING</u>: Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of 2:00 P.M., Tuesday, January 30, 2024 at which time or shortly thereafter the City Clerk 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 mobilization, grind & overlay of asphalt street pavement;, crack sealing; notifications to businesses and residents; traffic signing; striping and markings, including new bicycle facilities; installation of pavement markers; and implementing traffic control along Adams Avenue(from Royal Palm Drive to Santa Ana River) and Royal Palm Drive from Adams Avenue to Elm Street.

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. <u>BID CONTENTS</u>: 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. <u>BID SECURITY</u>: Each bidder <u>must</u> 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 <u>PRIOR</u> 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.
- REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS: Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage

in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.

- 8. PREVAILING WAGES: This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
- 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. <u>RETENTION</u>: 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. <u>CITY'S RIGHT TO REJECT BIDS</u>: 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. <u>COMMUNITY WORKFORCED AGREEMENT (CWA):</u> This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.
- 14. <u>ADDITIONAL REQUIREMENTS</u>: This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

For all inquiries, please contact Administrative Secretary: Janet Zuazo, Public Works Department, via e-mail at janet.zuazo@costamesaca.gov.

Brenda Green, City Clerk City of Costa Mesa

Dated: December 22, 2023

INFORMATION FOR BIDDERS

- 1. <u>PREPARATION OF BID FORM</u>: 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. <u>QUALIFICATION OF BIDDERS</u>: 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. <u>NONCOLLUSION AFFIDAVIT</u>: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
- 5. <u>SIGNATURE</u>: 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. <u>CORRECTIONS</u>: Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
- 7. <u>DELIVERY OF PROPOSAL:</u> Proposals shall be submitted electronically via PlanetBids: <u>https://www.planetbids.com/portal/portal.cfm?CompanyID=45476</u>. No other form of submittal shall be accepted by the City.
- 8. <u>BID DEPOSIT RETURN</u>: 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. <u>TAXES:</u> 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. <u>WITHDRAWAL OF BIDS</u>: 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. <u>AGREEMENT AND BONDS</u>: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
- 12. <u>FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT</u>: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
- 13. <u>BIDDERS INTERESTED IN MORE THAN ONE BID</u>: 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. <u>INTERPRETATION OF PLANS AND DOCUMENTS</u>: 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. <u>ADDENDA:</u> 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. <u>QUESTIONS TO THE ENGINEER:</u> 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. <u>EQUIVALENT MATERIALS:</u> 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. <u>LEGAL RESPONSIBILITIES</u>: 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. <u>ANTI-DISCRIMINATION</u>: 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. <u>DRUG-FREE WORKPLACE POLICY</u>: 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. <u>BID PROTEST PROCEDURES</u>: 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. <u>ASSEMBLY BILL 626</u>: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

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

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

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

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

Date:	_
Time:	_
Company:	_
Contact Person:	
Address:	
Telephone:	FAX:
Plan Sheet:	
Specification Section:	_
- F	
INTERPRETATION REQUESTED:	
REPLY:	
T0 A/F:	

SECTION C

PROPOSAL FOR THE

ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER) AND

ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM STREET) PAVEMENT REHABILITATION PROJECT CITY PROJECT No. 23-07

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

Dear Councilmembers:

In compliance with the NOTICE INVITING BIDS FOR THE ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. 23-07, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SIXTY (60) 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:

ADA	PROPOSAL ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT					
NO.	DECRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	
1	Mobilization (5% Maximum)	1	LS	\$	\$	
2	Water Quality Best Management Practices	1	LS	\$	\$	
3	Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety	1	LS	\$	\$	

PROPOSAL (continued)

ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE

(from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT

(from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJE					
NO.	DECRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4	Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting	1	LS	\$	\$
5	Reset Existing Survey Monuments and Ties	5	EA	\$	\$
6	Cold Mill Ex. Pavement 2.5" per Typical Sections, Plans & Detail A-1 on Sheet 2 of Plans & Crack Seal	612,810	SF	\$	\$
7	Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5" Max. per Typical Sections)	1,980	TON	\$	\$
8	Asphalt Rubber Hot Mix (ARHM- GG-C PG 64-16) Surface Course (2" per Typical Sections)	8,140	TON	\$	\$
9	Sawcut & Remove Ex. and Construct 10" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (Max. 10% RAP) over Native (95% Relative Compaction) per Detail A-2 on Sheet 2 of Plans, as directed by the Engineer	2,255	SF	\$	\$
10	Adjust Water Valve Can & Cover to Grade	32	EA	\$	\$
11	Adjust Manhole Frame & Cover to Grade	26	EA	\$	\$
12	Adjust Storm Drain Manhole Frame & Cover to Grade	4	EA	\$	\$
13	Adjust Well Monument Can & Cover to Grade	4	EA	\$	\$
14	Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.)	6,270	SF	\$	\$

PROPOSAL (continued) ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT							
NO.	DECRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT		
Median Island Modification per Median Modification Detail shown on Sheet 5 of Plans (Bid Items Nos. 15, 16 & 17)							
15	Sawcut & Remove Ex. Structural Section, PCC & Miscellaneous Improvements (Thickness per Typical Section), Prepare Subgrade, Place, Grade and Compact Fill	1	LS	\$	\$		
16	Construct 8" (Min.) PCC Curb over 6" CMB per City Standard Dwg. No. 311, Type A (Modified Variable Curb Face)	62	LF	\$	\$		
17	Construct AC Slot Paving per Detail A-3 on Sheet 2 of Plans	131	SF	\$	\$		
18	Furnish & Install Type "E" Loop Detectors, 6' Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	45	EA	\$	\$		
19	Furnish & Install Type "F" Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	21	EA	\$	\$		
20	Furnish & Install Modified Type "F" Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	4	EA	\$	\$		
21	Install New Blue Raised Pavement Markers (BRPM's)	8	EA	\$	\$		

	PROPOSAL (continued) ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT							
	NO.	DECRIPTION	EST. QTY	UNIT		UNIT PRICE		TOTAL AMOUNT
	22	Additional Work Items Allowance	1	FA	\$	100,000.00	\$	100,000.00
-		TOTAL BASE BID AMOUNT (in Fig	\$					
		TOTAL BASE BID AMOUNT (in Wo	rds):					

The award of the Contract shall be based on the lowest responsive Total Base Bid Amount. The CITY also reserves the right to reject all Bids.

PROPOSAL (CONTINUED)

NOTES:

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

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

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

5. COMMUNITY WORKFORCED AGREEMENT (CWA): This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.

PROPOSAL

Base Bid (Continued)

(Please Type or Print)

Total Amount for Base Bid (in written words)
(\$)
Contractor's Lawful Name:	in figures
Bidder's Name:	Bidder's Initials:
Contractor's License No.	Expiration:
Contractor's Taxpayer I.D. Number:	
Contractor's DIR Registration Number:	
Signature:	Date:
Contractor's Address:	
Telephone Number:()	Mobile No.:()
Fax Number: ()	E-mail:
24-Hour Emergency Contacts:	
Name	Telephone Number: ()
Name	Mobile No.: ()
Name	Telephone No.: ()
Name	Mobile No.: ()
Name	Telephone No.: ()
Name	Mobile No.: ()
	Bidder's Initials

PROPOSAL SCHEDULE (CONTINUED)

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

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

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle

one) in the amount of
(\$) equal to at least ten (10%) percent of the total bid price, payable to the
City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.
The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.
Bidder's Initials

Respectfully Submitted,

Contr	actor's Business	Name	_	Contractor	Title
Bus	iness Address: S	treet	_	Singed By	Title
City	State	Zip		Contractor's License No. and C	Classification Exp. Date
Bus	iness Phone Nu	mber	_	Date	;
Nam	ne	Title	_	Residence	: Street
City St	ate	Zip	_	Residence pho	ne Number
f the bid is by a c of the corporation	orporation, son and whether	state the names er more than on	of the of e officer	ficers who can sign an a must sign.	greement on behalf
☐ Corporation	n		T	axpayer I.D. Number: _	
Name				Can Sign	Must Sign
Name					
partners and joint	t ventures.	·	•	e the names and addre	Ç
☐ Partnership	or Joint Ven	tures	7	axpayer I.D. Number: _	
Name					
Address					
Name					
Address					_
the bid shall be i	n the real name provided, h	ame of the bido owever, no ficti	der with tious na	that does business und a designation following me shall be used unles	showing "DBA (the
The full names ar orincipals, are as		s of all persons	and pai	ties interested in the for	egoing proposal, as
Secreta	rv. Treasure	names in full; r and Manager, names of all the	and affix	of corporation, give na corporate seal; in case al members.	ames of President, of partnerships and
			_		
			_		
			_		
			_		

Bidder shall signify receipt o	of all Addenda here, if any:	
Addendum No.	Date Received	Bidder's Signature
CON	NSTRUCTION PROJECT REF	FERENCES
herein proposed, it is rec construction projects co	quested that you submit a lis mpleted, or in progress, wi	d and experience for the project t of Public Works and/or similar thin the last 24 months. This responsive and or responsible to
Date Project Awarde	ed Awarding Agency	Agency's Contract Administrator Contact Information
-		
		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 ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor 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.

CITY OF COSTA MESA BIDDERS LIST

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

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

Firm Name:	Phone:
Address:	Fax:
Contact Person: Is the firm currently certified as a DBE under 49 CFR Par Type of work/services/materials provided by firm?	t 26? 🗌 YES 🗌 NO
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 bidd subcontractors and/or suppliers' information).	l <u>ers</u> (DBE subcontractors, non-DBE

3.

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: principals, and surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ (\$____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH. That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden. _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. IN WITNESS WHEREOF: We hereunto set our hands and seals this day of , 20 . Contractor/ Principal Surety/Power of Attorney (Notary Acknowledgement to be attached) (Notary Acknowledgment to be attached) Bidder's Initials

CONTRACT ASSURANCE

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

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

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.

	Contractor Firm Name
	Name of Principal
	Title
Subscribed and sworn to before me by:	Signature
This, 20	
My Commission Expires:	
Notary Public	Bidder's Initials

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

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

Dated:	
	CONTRACTOR
	Company Name

PROJECT: ADAMS AVENUE (from Royal Palm Drive to Santa Ana River)

And ROYAL PALM DRIVE (from Adams Avenue to Elm Street)

PAVEMENT REHABILITATION PROJECT, City Project No. 23-07

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

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

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

Bidder's Initials



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing

is true and correct.

Bidder/Applicant/Proposer	
- <u>-</u>	
Date	
	Bidder's Initi

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.

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 including but not limited to the following:

The proposal form P-1 through P-9b. Notice Inviting

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.

The agreement between the City of Costa Mesa, the

(f) COMMUNITY

WORKFORCE AGREEMENT 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

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 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 <u>fourteen (14) days from Notice of Award</u> 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 Work to be performed consists of, but is not limited to: mobilization; saw-cutting, removal and disposal of existing pavement and miscellaneous improvements; cold milling of existing Asphalt Concrete (AC) pavement surface; crack sealing; full depth reconstruction of localized failed pavement sections; DGAC base course; AC leveling course; Asphalt Rubberized Hot Mix Gap Graded (ARHM-GG-C) surface course/overlay; adjustment of manholes, water valves and miscellaneous utilities to grades; notifications to businesses and residents; thermoplastic traffic striping, signing & loop replacement; traffic & pedestrian control; construction phasing; public convenience & safety; water quality BMPs; construction staking, survey monument recovery & re-establishment 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.

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: <u>less than 1 acre</u> (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.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:].

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, Adhoc 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 offsite. 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 Covers

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 aheadschedule 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 <u>ten (10) Working Days</u> 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 **sixty (60) 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.

6-6 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 \$1,500 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 \$1,500 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:
 - 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).
 - 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.

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:

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

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.

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.

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, 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.

Payment for Mobilization (5% Maximum) shall be paid for at the contract LUMP SUM (LS) price bid and shall be payable as follows, for each payment upon approval of the Engineer.

a. Payment of up to 50 percent of the contract lump sum bid price for Mobilization at

- the first progress payment.
- b. Payment to 75 percent of the contract lump sum bid price for Mobilization when the monthly partial payment estimate of the total amount earned to date, not including the amount earned for mobilization, is 30 percent or more of the original contract amount.
- c. Payment to 100 percent of the contract lump sum bid price for Mobilization when the monthly partial payment estimate of the total amount earned to date, not including the amount earned for mobilization, is 50 percent or more of the original contract amount.

The maximum price for this bid item <u>shall not exceed 5 percent (5%)</u> of the total contract price at the time of award. No additional compensation will be allowed therefore.

Bid Item 2 – Water Quality Best Management Practices (BMP's)

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.

Add the following:

The Contractor shall utilize Best Management Practices (BMP's) 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 drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, 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 sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the City of Costa Mesa.

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 backcharging 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.

Full compensation for the requirements of Water Quality Best Management Practices (BMP's) implementation, will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, materials, supplies, sweeping with a self-propelled mechanical mobile sweeper, preparation, implementation and maintenance of BMPs on the construction site as required to prevent storm water pollution within the project limits, twenty-four (24) hours per day during the life of the Contract. **Includes 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. 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. No additional compensation shall be allowed therefore.**

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.

<u>Bid Item 3</u> – Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety

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, and shall include all labor, tools, equipment, materials and incidentals necessary to provide measures to protect and maintain traffic and pedestrians, twentyfour (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 and installing signs 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.

<u>Bid Item 4</u> – Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting

Full compensation for the requirements of Traffic Signing, Striping, Pavement Markings, RPM's & Curb Painting will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, material and incidentals necessary to complete the work as shown on the plans and in these Special Provisions, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing thermoplastic striping, removal of existing RPM's, new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs as shown on the plans and as directed by the Engineer. No additional compensation will be allowed therefore.

Bid Item 5– Reset Existing Survey Monuments and Ties

Full compensation for the requirements of Reset Existing Survey Monuments and Ties, shall be paid for at the **contract unit price bid per EACH (EA)** monument set or reestablished, including ties, and shall include monument recovery and inventory, setting pre-construction ties and corner records, post-construction ties and corner records, County of Orange filing fees, re-establishing existing and setting new or missing monuments including ties, record of survey and maps as required by law, and providing the City with copies of all survey documentation and maps and all labor, tools, equipment, materials, fees and other incidentals necessary to complete this work as described herein. All survey services shall be done by a Professional Land Surveyor or a Professional Civil Engineer authorized and licensed to practice land surveying within the State of California.

<u>Bid Item 6</u> – Cold Mill Existing AC Pavement 2.5" per Typical Sections, Plans & Detail A-1 on Sheet 2 & Crack Seal

Full compensation for the requirements of Cold Mill Existing AC Pavement 2.5" per Typical Sections, Plans & Detail A-1 on Sheet 2 & Crack Seal, will be paid for at the contract unit price bid per SQUARE FOOT (SF), including cold milling 2.5" of existing asphalt concrete (AC), miscellaneous pavement and pavement reinforcement fabric (Petromat) per Typical Sections, Plans and Detail A-1 on Sheet 2 of plans, crack sealing, and disposal of residue, hauling and furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers as specified in these special provisions and as directed by the Engineer, and all labor, tools, equipment, materials and incidentals required to complete the work, complete in place and as accepted 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 shall be allowed.

<u>Bid Item 7</u> – Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5" Max. per Typical Sections)

Full compensation for the requirements of Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5" Max. per Typical Sections), will be paid for at the **contract unit price bid per TON (TON)** based on certified weigh master tickets. This item includes all AC pavement required to construct the 0.5" (maximum) thick asphalt concrete level course roadway pavement per the Typical Sections shown on plans. The unit price bid shall include surface preparation, tack coat, compaction, and all labor, tools, material, equipment and incidentals required to complete the work. No additional compensation will be allowed.

<u>Bid Item 8</u> – Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Surface Course (2" per Typical Sections)

Full compensation for the requirements of Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Surface Course (2" per Typical Sections), will be paid for at the **contract unit price bid per TON (TON)** based on certified weigh master tickets, and shall include full compensation for all ARHM surface course/overlay pavement, 2" thick, per Typical Sections shown on plans. The unit price shall include all surface preparation, tack coat, rock dust blotter, compaction, labor, tools, equipment materials, and incidentals required to complete the work. No additional compensation will be allowed.

<u>/.</u>

<u>Bid Item 9</u> – Sawcut & Remove Ex. and Construct 10" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (10% Max. RAP) over Native (95% Relative Compaction) per Detail A-2 on Sheet 2 of Plans, as directed by the Engineer

This item shall include sawcutting, removal and disposal of existing AC pavement sections (digouts), <u>as directed and authorized by the Engineer</u>, in the field <u>after cold milling is completed</u>. This item also includes subgrade preparation, tack coat and construction of new 10" thick DGAC pavement over compacted native (95% relative compaction), and all labor, tools, equipment, materials and incidentals required to complete the work, in place as directed by the Engineer.

Full compensation for the requirements of Sawcut & Remove Ex. and Construct 10" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (10% Max. RAP) over Native (95% Relative Compaction) per Detail A-2 on Sheet 2 of Plans. as directed by the Engineer, will be paid for at the contract unit price bid per **SQUARE FOOT (SF)** as directed by the Engineer. This item includes all sawcut, removal and disposal of existing roadway section, bituminous pavement, macadam, concrete pavement, base materials, 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 and digouts, as directed by the Engineer. This item also includes all 10" thick, dense graded asphalt concrete (DGAC) base course pavement Type B PG 70-10 (10% maximum RAP) over compacted suitable native materials (95% relative compaction) as required to reconstruct the roadway digouts at the locations as directed and authorized by the Engineer after the cold milling operation is complete. The unit price bid shall include surface preparation, tack coat, compaction, and all labor, tools, material, equipment and incidentals required to complete the work. 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.

Bid Item 10 - Adjust Water Valve Can & Cover to Grade

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)**, and shall include replacing all damaged valve cans and covers with new valve cans and covers in conformance with Mesa Water District Standard Drawing 14A and Mesa Water District Specifications, as directed by the Engineer, and all labor, tools, equipment, materials and incidentals necessary to complete the work involved in adjusting water valve can and cover to finished surface grade, including vacuuming and cleaning the water valve can of all debris so as to expose the valve nut, repaving around the adjusted valve, installation of valve markers on the curb, if necessary, complete in place, and all incidentals, as directed by the Engineer. No additional compensation will be allowed.

Bid Item 11 – Adjust 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 12 – 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.

Bid Item 13 – Adjust Well Monument Can & Cover to Grade

Full compensation for the requirements of Adjust Well Monument Can & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)**, and shall include adjusting existing and new well monument cans and cover to grade in conformance with City of Costa Mesa Standard Drawing Nos. 613 and 614, and all labor, tools, equipment, materials and incidentals necessary to complete the work involved in adjusting well monument cans and covers to finished surface grade, including vacuuming and cleaning the well monument can of all debris and repaving around the adjusted well monument can, as directed by the Engineer. No additional compensation will be allowed.

<u>Bid Item 14</u> – Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.)

Full compensation for the requirements of Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.), will be paid for at the contract unit price bid per SQUARE FOOT (SF), including taper milling of existing asphalt concrete (AC), miscellaneous pavement and pavement reinforcement fabric (Petromat) on Royal Palm Drive per Typical Sections on plans, crack sealing, and disposal of residue, hauling and furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers as specified in these special provisions and as directed by the Engineer, and all labor, tools, equipment, materials and incidentals required to complete the work, complete in place and as accepted 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 shall be allowed.

<u>Bid Item 15</u> – Sawcut & Remove Existing Structural Section, PCC & Miscellaneous Improvements (Thickness per Typical Section), Prepare Subgrade, Place, Grade and Compact Fill

Full compensation for the requirements of Sawcut & Remove Existing Structural Section, PCC & Miscellaneous Improvements (Thickness per Typical Section), Prepare Subgrade, Place, Grade and Compact Fill, will be paid for at the **contract LUMP SUM (LS) price bid** and shall include all labor, tools, equipment, materials and incidentals required to complete all work required for the proposed median reconstruction as shown on the plans, and the cost for clearing and grubbing, sawcutting, removal, haul away and disposal of all miscellaneous improvements, existing unsuitable materials, including P.C.C., A.C., Macadam, cement treated base and ARHM improvements, miscellaneous brick, concrete stamped and special paving, steel or welded wire mesh reinforcement, pavement reinforcing fabric (Petromat), aggregate base excavation, abandoned interfering utilities, unclassified excavation, unclassified fill, borrow excavation, conditioning, subgrade preparation, import, export and disposal, grading and re-grading as needed, and compaction (95% relative compaction). No additional compensation will be allowed therefore.

<u>Bid Item 16</u> – Construct 8" (Min.) PCC Curb over 6" CMB per City Standard Dwg. No. 311, Type A (Modified Variable Curb Face)

Full compensation for the requirements of Construct 8" (Min.) PCC Curb over 6" CMB per City Standard Dwg. No. 311, Type A (Modified Variable Curb Face), will be paid for at the **contract unit price bid per LINEAL FOOT (LF)** of PCC curb constructed in place, and shall include full compensation for furnishing all labor, equipment, and materials for crushed miscellaneous base (CMB), forms, P.C.C. improvements, backfilling behind curb, restoring form areas and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. No additional compensation shall be allowed.

Bid Item 17 - Construct AC Slot Paving per Detail A-3 on Sheet 2 of Plans

Full compensation for the requirements of Construct AC Slot Paving per Detail A-3 on Sheet 2 of Plans will be paid for at the **contract unit price bid per SQUARE FOOT (SF)** of Slot Paving constructed in place per Detail A-3 on Sheet 2 of the plans, and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal and disposal of existing improvements, subgrade preparation, compaction, tack coat, Asphalt Concrete (B PG 70-10-RAP, 10% Max. RAP) and incidentals required to complete the work, complete and in place, as shown on the plans or requested by the Engineer. No additional compensation shall be allowed.

<u>Bid Item 18</u> – Furnish & Install Type "E" Loop Detectors, 6' Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans

Full compensation for the requirements of Furnish & Install Type "E" Loop Detectors, 6' Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans, will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Type "E" traffic loops as shown on the Plans, including DLC's to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractors expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

<u>Bid Item 19</u> – Furnish & Install Type "F" Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans

Full compensation for the requirements of Furnish & Install Type "F" Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans, will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Type "F" traffic loops as shown on the Plans, including DLC's to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractors expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

<u>Bid Item 20</u> – Furnish & Install Modified Type "F" Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans

Full compensation for the requirements of Furnish & Install Modified Type "F" Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans, will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new **Modified** Type "F" traffic loops in Bike Lane as shown on the Plans, including DLC's to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the

Contractors expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

Bid Item 21 – Install New Blue Raised Pavement Markers (BRPMs)

Full compensation for the requirements of Install New Blue Raised Pavement Markers (BRPMs) will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment, material and incidentals necessary to complete the work in place, as shown on the plans and in these Special Provisions, including surface preparation, epoxy adhesive, furnishing and installing new BRPMs as directed by the Engineer. Payment for removals of existing BRPMs shall be included in the contract lump sum price bid for Traffic Signing, Striping, Pavement Markings, RPM's & Curb Painting. No additional compensation will be allowed therefore.

Bid Item 22 - Additional Work Items Allowance

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.

Measurement and Payment for "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.

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

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

200-2.1 General. *Add the following:*

Untreated base shall be crushed miscellaneous base, as shown on the plans.

200-2.2 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.

SP-13

200-2.4.2 Grading. Add the following to the end of the section:

The sieve size shall be 3/4" (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.

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

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.

Asphalt concrete material used for asphalt concrete (AC) Level Course pavement within the roadway shall be Type C2 PG 70-10-RAP with 10% maximum RAP.

Dense graded asphalt concrete material (DGAC) for Base Course pavement within the roadway shall be Type B PG 70-10-RAP with 10% maximum RAP.

203-11 ASPHALT RUBBER HOT MIX (ARHM) WET PROCESS

203-11.2 Materials. The following is hereby added to Subsection 203-11.2:

Asphalt Rubber Hot Mix for surface course and overlay pavement within the roadway shall be ARHM-GG-C PG 64-16 (manufactured with Type I binder)

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.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-1 GENERAL. Add the following:

All pavement markers and delineators shall be in accordance with Section 81 "Miscellaneous Traffic Control Devices" of the latest edition of the 2023 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 2023 Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions, and comply with the 2023 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.

The following special provisions are supplementary and in addition to the provisions of the State Standard Specifications, and are only called out if elaboration, amendments, specifying of options, or additions are required.

SECTION 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.

81-3 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 City of Costa Mesa Typical Hydrant Marker Location Standard Drawing and the following requirements:

- 1. <u>Two-way Streets or Roads:</u> 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. <u>Streets with Left-Turn Lane at Intersection:</u> 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. <u>Streets with Continuous Two-Way Left-Turn Lane:</u> 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.

81-3.02E Epoxy Adhesive.

Adhesive for raised pavement markers shall be Rapid Set Type epoxy.

81-3.04 Payment.

Full compensation for the requirements of Pavement Markers will be paid for at the **contract LUMP SUM (LS) price bid** for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Install New Blue Raised Pavement Markers (BRPMs) 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.

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:*

Full compensation for the requirements of Remove Pavement Markers will be paid for at the **contract LUMP SUM (LS) price bid** for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 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 Engineer'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 Sign Post.

Sign panels and sign posts to be salvaged shall be delivered the same day to the City Yard. 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.

Full compensation for the requirements of signs and markers will be paid for at the **contract LUMP SUM (LS) price** bid for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

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 2" 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.

82-3.03A General. *Add the following:*

Installation of sign posts, 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 sign post installation.

82-3.04 Payment. Replace the entire section with the following:

Full compensation for the requirements of roadside signs will be paid for at the **contract LUMP SUM (LS) price** bid for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

82-9 EXISTING ROADSIDE SIGNS AND MARKERS

82-9.04 Payment. Replace the entire section with the following:

Full compensation for the requirements of existing roadside signs and markers will be paid for at the **contract LUMP SUM (LS) price** bid for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 84 - MARKINGS

84-1 GENERAL

84-1.01 General. *Add the following:*

Traffic stripes and pavement markings shall be thermoplastic. Curb markings and onstreet parking spaces shall be plain, unless otherwise shown on the plans. Contractor shall repaint any curb markings removed by construction under this contract.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81-3, "Pavement Markers."

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 Engineer 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.

<u>Unless otherwise noted, all traffic stripes shall be 6-inch width minimum and shall comply with the latest edition of the Caltrans Standard Plans.</u>

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.

<u>Preformed Green Colored Thermoplastic</u>

All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko Premark Anti-Skid. Preformed green thermoplastic shall be non-slip, non-skid and retroflective. Contractor shall turn in submittal sheets to Engineer 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 Engineer.

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 Chromacity Requirements for Green-Colored Pavement.

84-2.02G Paint. Add the following:

Waterborne traffic paint shall adhere to State Specification PTWB-01R2 (June 2022)

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 as shown on the plans, or as directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer 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 Engineer 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 Engineer, the Contractor shall re-do the cat-tracking until the Engineer is satisfied and the Engineer 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 Engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer.

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 Engineer.

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 Stripes and Markings.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than 1/2 inch in 50 feet from the specified alignment.

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 1/2" 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 Engineer.

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 Engineer. 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 Engineer.

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 Engineer.

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 and/or pavement markings in 2 coats on all existing and new pavement surfaces, each coat at an approximate rate of 107 sq ft/gal. The 2nd coat of paint shall be applied no earlier than 3 days after application of the first coat, unless otherwise approved by Engineer.

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:].

Pairs of traffic stripes or pairs of double traffic stripes for purposes such as centerlines, two-way left turn lanes, striped medians, etc. shall be measured from end to end of the pair of stripes, and shall not be measured as total length of all individual stripes.

Dashed traffic stripes for purposes such as centerlines and lane lines shall be measured from end to end of the stripe inclusive of gaps, and shall not be measured as total length of all dashes.

Payment for the preceding requirements will be paid for at the **contract LUMP SUM (LS) price bid** for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting as described in Part 1 of these Special Provisions. 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 Engineer.

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:

Payment for the preceding requirements will be paid for at the **contract LUMP SUM (LS) price bid** for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 86 – ELECTRICAL WORK

86-1 GENERAL

All electrical equipment, materials, and work shall be in accordance with the general specifications (Section 86 "General") and Section 87 "Electrical Systems" of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions.

The Contractor shall furnish all material, services, labor and equipment necessary for the required work.

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.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03V Detectors.

87-1.03V(2) Inductive Loop Detectors. Add the following:

Where no video detection exists or is planned, all advance loops and stop bar loops, except bicycle loops or the front-most loops, shall be Type E. All bicycle loops including the front-most loop of every lane shall be Type F per latest Caltrans Standard Plans. All left turn lanes shall have four stop bar loops and all through lanes shall have two stop bar loops. Right turn lanes shall have two loops, unless otherwise specified on the plans.

Inductive loops at the limit line shall not be installed for approaches with existing or planned video detection. For locations with existing or planned video detection, advance loops shall only be installed if existing conditions such as a horizontal curve or another obstruction prevents the radar zone from being picking up vehicles at the proper setback distances.

Payment

Full compensation for the requirements of "Furnish & Install Type "E" Loop Detectors, 6' Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans" will be paid for at the contract unit price bid per EACH (EA) as described in Part 1 of these Special Provisions, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Type "E" traffic loops as shown on the Plans, including DLC's to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractor's expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

Full compensation for the requirements of "Furnish & Install Type "F" Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans" will be paid for at the contract unit price bid per EACH (EA) as described in Part 1 of these Special Provisions, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Type "F" traffic loops as shown on the Plans, including DLC's to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractor's expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

Full compensation for the requirements of "Furnish & Install Modified Type "F" Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans" will be paid for at the contract unit price bid per EACH (EA) as described in Part 1 of these Special Provisions, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Modified Type "F" traffic loops in the Bike Lane, as shown on the Plans, including DLC's to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractor's expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

SECTION E SPECIAL PROVISIONS PART 3 CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General. *Add 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.

300-1.4 Payment. Delete Subsection in total and substitute with the following:

Full compensation for the requirements of clearing and grubbing shall be considered as included in the contract unit prices bid for the various items of work involved as depicted in Part 1 of these Special Provisions, and no additional compensation will be allowed therefore.

300-2 UNCLASSIFIED EXCAVATION

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:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in unclassified fill shall be considered as included in the contract unit prices paid for the various items of work involved as depicted in Part 1 of these Special Provisions, and shall include full compensation for the cost of all grading, shaping, compacting or consolidating, or other work that is required under this subsection. No additional compensation will be allowed for unclassified fill.

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

302-5.1 General. *The following is hereby added to this subsection:*

Bituminous and composite pavements shall be removed in accordance with Section 401- Removal, of the Standard Specifications.

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 newly paved asphalt concrete leveling course.

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.

302-5.4 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 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 after 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.

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.

302-5.6 Rolling. The following is hereby added to this subsection:

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.

302-5.9 Measurement and Payment. Subsection 302-5.9 is hereby deleted and replaced with the following:

Full compensation for the requirements of Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5" Max. Thickness per Typical Sections), will be paid for at the contract unit price bid per TON (TON) based on certified weigh master tickets, as described in Subsection 7-7 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Sawcut & Remove Ex. and Construct 10" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (Max. 10% RAP) over Native (95% Relative Compaction) as directed by the Engineer, will be paid for at the contract unit price bid per SQUARE FOOT (SF), as described in Subsection 7-7 of these Special Provisions. No additional compensation will be allowed therefore.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for **Traffic & Pedestrian Control & Construction Phasing**, as described in Subsection 7-7 of these Special Provisions. No additional compensation will be allowed therefore.

302-5.10 Crack Repair. The following is hereby added to this subsection:

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.

302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.1 General. The last sentence of Subsection 302-6.1 of the Standard Specifications is hereby deleted and replaced with the following:

Concrete pavement shall be removed in accordance with Section 401 of the Standard Specifications.

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 General. The following is hereby added to this subsection:

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 ARHM material.

The Contractor is not allowed to drive his/her fully loaded trucks on the newly paved ARHM surface course.

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.

302-9.2 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 ARHM surface course pavement, all existing 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.

302-9.3 Distribution and Spreading. Subsection 302-9.3 is hereby deleted and replaced with the following:

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.

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.

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 ARHM 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.

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.

P.C.C. curb, gutter, sidewalks, and access ramps shall conform to the provisions of Section 303-5 of the Standard Specifications.

P.C.C. curb and gutter shall conform to City Std. Dwg. Nos. 312 and 314.

P.C.C. sidewalk shall conform to City Std. Dwg. Nos. 411, 412, and 413, (and 414 where necessary).

P.C.C. cross-gutters shall conform to SPPWC Std. Plan No. 122-3 or City Std. Dwg. No. 415, as directed by the Engineer.

Removal of existing concrete and masonry improvements and structures and composite pavement shall conform to Section 401- Removal, of the Standard Specifications and these Special provisions.

Concrete curb, gutter, sidewalks, and access ramps shall be constructed of Portland cement concrete of the class and other requirements prescribed in Subsection 201-1 of the Standard Specifications.

All excavation, clearing and grubbing shall be performed in accordance per Sections 300 and 303 of the Standard Specifications. Payment shall be included in the price for the various contract items of work, and no additional compensation shall be allowed therefore.

The Contractor shall replace all damaged existing curb drain outlets to a satisfactory working condition.

The new P.C.C. curb, gutter, sidewalks, and access ramps shall conform in grade, finish, and color to the adjoining portions.

Any sections of said work having a patchwork appearance will be rejected by the City Engineer, and the Contractor shall replace them at his own expense. To ensure a neat break line between existing and new portions of P.C.C. curb, gutter, sidewalks, and access ramps, the Contractor shall be required to use a concrete cutting saw of a type approved by the City Engineer.

The Contractor is required to sawcut all concrete full depth. All sawcuts shall be neat, straight lines. Removal shall be to the nearest construction joints or weakened plane joints.

Construction joint and weakened plain joint spacing shall match the adjoining sidewalk to the extent possible. Compensation for sawcutting shall be included as part of the unit cost bid for all the various contract items of work.

Attention is directed to Subsections 201-4 and 303-1.10 for the Standard Specifications for curing requirements. Full compensation for conforming to the requirements of Subsections 201-4 and 303-1.10 of the Standard Specifications shall be considered as included in the prices for the various contract items of work, and no additional compensation will be paid therefore.

Curb at each separate location shall be completed within **five (5) working days** from the time the repair work is initiated, or as directed as the Engineer. Forms shall be removed as soon as the concrete has had sufficient time to cure.

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.

All form work shall be inspected by the Project Engineer prior to placement of concrete.

Trenches shall be protected at nighttime, on weekends, and during non-working hours. It shall be the contractor's responsibility to assure that the work site is maintained in a safe condition at all times, especially at weekends.

New construction (i.e., access ramps) shall be coordinated to avoid conflicts with existing power poles, street lights, fire hydrants, and catch basins. All adjacent areas shall be graded and restored to original condition upon completion.

All form work including reinforcing steel shall be inspected by the Project Engineer prior to placement of concrete.

P.C.C. curb, curb and gutter, sidewalks, curb access ramps, cross gutters, bus pads and driveways shall be constructed over 6 inches of crushed miscellaneous base (CMB). Payment for CMB required under these items shall be included in the unit prices bid items for P.C.C. curb, curb and gutter, sidewalks, cross gutters, driveway aprons, and curb access ramps, and no additional compensation shall be allowed therefore.

The Contractor is advised that the planned longitudinal gutter slopes may mild to flat gradients. To provide for positive drainage, the Contractor shall "water test" the flowline. When the gutter concrete is freshly placed and floated to form, a small amount of water shall be placed in the upstream end of the gutter. The gutter flowline shall be finished to remove high points to allow water to freely drain to the downstream end of the gutter.

Trenches shall be covered at night, on weekends, and during non-working hours.

It shall be the contractor's responsibility to assure that the work site is maintained in a safe condition at all times, especially at night and weekends.

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.

303-5.9 Measurement and Payment. The Subsection 303-5.9 of the Standard Specifications are hereby deleted and replaced with the following:

Full compensation for the requirements of Sawcut & Remove Ex. and Construct 6" P.C.C. Curb over 6" CMB per SPPWC Std. Plan No. 120-2, Type A1-6(150) Modified per Plan will be paid for at the contract unit price bid per LINEAL FOOT (LF) as described in Subsection 7-7 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

[Replace the entire Section with the following:].

Signing and striping work shall comply with the 2018 Caltrans Standard Specifications and any applicable errata (or Revised Standard Specifications), as modified by these special provisions. If a conflict exists between these Special Provisions and either set of Standard Specifications, the following shall be the order of precedence:

- 1. Plans
- 2. Special Provisions
- 3. Caltrans Revised Standard Specifications (RSS), latest edition
- 4. Caltrans Standard Specifications (CSS), latest edition
- 5. Standard Specifications for Public Works Construction (SSPWC), latest edition

All pavement markers 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 Caltrans Standard Plans, and the latest edition of the 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.

SIGNING AND STRIPING

All 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 Caltrans Standard Plans, and the latest edition of the 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 delineators shall be flexible 42" tall white high speed high performance tubular delineator with welded capped top and black colored bases. Each delineator shall be equipped with bands of flexible retroflective sheeting and each base shall be equipped with two reflectors, one facing each direction of travel.

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 Engineer.

81-3 Pavement Markers

81-3.02 Materials.

81-3.02A General. *Add the following:*

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.

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:

- 4. <u>Two-way Streets or Roads:</u> 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. <u>Streets with Left-Turn Lane at Intersection:</u> 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. <u>Streets with Continuous Two-Way Left-Turn Lane:</u> 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.

81-8 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.

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 retroflective with protective overlay film.

[Add the following section:].

82-2.03C Remove and Salvage Sign and Sign Post.

Sign panels and sign posts that are in good reusable condition that are 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:

Payment for furnishing sign panels shall be included in the bid price of installing the sign panels.

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 2" 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 2" square perforated steel posts (Telespar) with breakaway connections.

82-3.03 Construction.

82-3.02A General. *Add the following:*

Installation of sign posts, including mounting height and required clearances, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

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 Engineer 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. *Add the following:*

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 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.

Preformed Green Colored Thermoplastic

Preformed green thermoplastic pavement markings shall be <u>Ennis Flint PreMark VIZIGRIP (VG)</u>. Preformed green thermoplastic shall be non-slip, non-skid and retroflective. Contractor shall turn in submittal sheets to Engineer for approval prior to ordering. Preformed green thermoplastic shall be installed per manufacturer's specifications.

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 Chromacity Requirements for Green-Colored Pavement.

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 as shown on the plans or as directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer or his designee prior to performing actual marking placement. No work shall commence without said approval.

The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable).

The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the Engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer.

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.

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.

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 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) days nor later than twelve (12) days following the 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 1/2" 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 Engineer.

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.

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Preformed thermoplastic including green non-slip and non-skid preformed thermoplastic for bicycle facilities on asphalt shall be installed per manufacturer's specifications.

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.

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 traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply 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 and/or pavement markings shall be installed with 2 coats of paint. The 1st coat of paint must be completely dry before applying the 2nd coat.

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.

Revise the title of the following section 84-2.04B:

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.

All pavement markers to be removed shall be removed without damaging the pavement.

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.

314-5 Measurement and Payment

Full compensation for the requirements of Traffic Signing, Striping, Pavement Markings, RPM's & Curb Painting 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.

SECTION E SPECIAL PROVISIONS PART 4 EXISTING IMPROVEMENTS

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 Reset Existing Survey Monuments and Ties, 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.

Full compensation for the requirements of Adjust Well Monument Can & Cover to Grade, 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 (to 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 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	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 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)	Southern California Gas Co.
Kasy Chapman	Wilson Baldelomar
7333 Bolsa Ave.	P.O. Box 3334, SC8321
Westminster, CA 92683	Anaheim, CA 92803
(o) 714-895-0109	(o) 714-634-5091
(c) 800-611-1911 (24-hour)	(p) 800-603-7060 (24-hour)
Email: kasey.chapman@sce.com	Email: wbaldelomar@semprautilities.com
	·
SCE (Base Maps)	Southern California Gas Co.
Kimberly Gurule	Wilson Baldelomar
1444 E. McFadden Ave., Bldg. "D"	P.O. Box 3334, SC8321
Santa Ana, CA 92705	Anaheim, CA 92803
(0) 714-796-9932	(o) 714-634-5091
Email: maprequests@sce.com*	(p) 800-603-7060 (24-hour)
	Email: wbaldelomar@semprautilities.com
*No pre-construction meeting notices to this	Linaii. wbaideioinai @ Sempradiiities.com
address – map requests ONLY.	
Southern California Gas Co. (Transmission)	Verizon Business Investigations
P.O. Box 2300	2400 N. Glenville Dr.
Chatsworth, CA 91313-2300	Richardson, TX 75082
(o) 818-701-4546	(o) 972-729-6016 (o) 469-886-4238
Email: SoCalGasTransmissionUtilityRequest@	
<u>semprautilities.com</u>	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.	Charter Communications
Richard Clendineng	Don Simons
P.O. Box 3334, SC8321	Construction Manager, Zone 8
Anaheim, CA 92803	7142 Chapman Ave.
(o) 714-634-3262	Garden Grove, CA 92841
Email: rclendineng@semprautilities.com	(o) 714-591-4871
	Email: don.simons@charter.com
Southorn California Coa Co	Charter Communications
Southern California Gas Co.	Charter Communications
Peter Serrano	Utility Research Requests
P.O. Box 3334, SC8321	E-mail: <u>DL-SOCAL-CHARTER-</u>
Anaheim, CA 92803	ENGINEERING@CHARTER.COM
(o) 714-634-5067	
Email: pserrano@semprautilities.com	
Spectrum Time Warner Cable	XO Communications
José Román	Matt Bergine
12051 Industry St.	Engineer IV
Garden Grove, CA 92841	Specialist-Network Engineering & Operations
(o) 714-591-4846	(o) 949-417-7841
(c) 657-263-3641	(c) 714-822-6207
Email: jose.roman@charter.com	Email: matt.bergine@verizon.com
Linaii. jose.romaneonanei.com	Email. matt.borgine & venzon.com

Spectrum Time Warner Cable Main Number 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-709-3390 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	XO Communications Switchboard (o) 703-547-2000 Kinder Morgan Jordan Neuner (o) 310-628-4350 Email: jordan_neuner@kindermorgan.com Karly Payne, Administrative Assistant (o) 714-560-4604 Email: karly_payne@kindermorgan.com
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 & 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.

[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 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 Services 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 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

Upon completion of the required cold mill depth, the Contractor shall inspect, sweep, and seal all cracks equal to or greater than 1" 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 manufacturer's specifications. The crack sealant placed shall be slightly below the cold milled pavement surface to avoid overapplication 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.

404-11 MEASUREMENT

404-11 PAYMENT Replace with the following:

404-11 MEASUREMENT AND PAYMENT

Full compensation for the requirements of Cold Mill Existing AC Pavement 2.5" per Typical Sections, Plans & Detail A-1 on Sheet 2 of Plans & Crack Seal, will be paid for at the **contract unit price bid per SQUARE FOOT (SF)**, including crack sealing as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.), will be paid for at the **contract unit price bid per SQUARE FOOT (SF)**, including crack sealing as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION E SPECIAL PROVISIONS PART 6

TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

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.

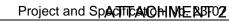
600-3 PEDESTRIAN AND EMERGENCY ACCESS *Add the following:*

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 /or 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 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.

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 Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety 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.

SECTION "F"

MISCELLANEOUS

CONTRACT

DOCUMENTS

(SAMPLE)

CITY OF COSTA MESA PUBLIC WORKS AGREEMENT FOR CITY PROJECT NO. 23-07

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated
("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the
State of California ("CITY"), and, a [state] [type of organization
("CONTRACTOR").
CITY desires to construct the public work and improvements described below
under Scope of Work, Paragraph 1 ("Work").
ACCORDINGLY, the parties hereto agree as follows:
1. <u>SCOPE OF WORK</u> .
The Work consists of
The Work is further described in the "Contract Documents" referred to below.
The Project is known as, City Project No ("Project").
2. <u>CONTRACT DOCUMENTS</u> .
The complete Agreement consists of the following documents relating to the
Project:
a. This Agreement;
b. CONTRACTOR's bid;
c. Notice inviting bids;
d. Complete plans, profiles, detailed drawings and specifications, including
general provisions and special provisions;
e. Certificates of Insurance;
f. Faithful Performance Bond and Labor and Material Bond, including agent's
Power of Attorney for each bond;

- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- All addenda setting forth any modifications or interpretations of the above documents.

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

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

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

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

3. <u>CITY'S REPRESENTATIVE</u>.

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

4. <u>CONTRACTOR'S PROJECT MANAGER; PERSONNEL</u>.

- (a) <u>Project Manager</u>. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.
- (b) <u>Personnel</u>. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

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

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. <u>CONTRACT PRICE</u>. _____(\$.00).

8. <u>TIME OF PERFORMANCE</u>.

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

9. <u>TERMINATION</u>.

(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.

LIQUIDATED DAMAGES.

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

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

11. PERFORMANCE BY SURETIES.

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

12. <u>DISPUTES PERTAINING TO PAYMENT FOR WORK.</u>

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

14. INSPECTION BY CITY.

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

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

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

risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

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

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

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

In the event that claims for property damage or bodily injury are presented to CITY

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

18. <u>CONTRACT SECURITY AND GUARANTEE.</u>

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond

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

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

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

the date that the Notice of Completion is recorded.

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

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole

active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

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

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

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

required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

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

20. INSURANCE.

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

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

(a) Workers' Compensation Insurance.

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

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

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

(b) Liability Insurance Coverage.

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

- (i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.
- (ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed

boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

(2) Notice:

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

(3) Other Insurance:

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

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

21. PROOF OF INSURANCE.

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

22. <u>LEGAL WORK DAY - PENALTIES FOR VIOLATION</u>.

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

23. PREVAILING WAGE SCALE.

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

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

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

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

26. <u>NON-DISCRIMINATION</u>.

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. <u>CONTRACT ASSURANCE</u>.

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

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

28. PROVISIONS CUMULATIVE.

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

29. NOTICES.

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

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

be addressed as follows:

Attn:

	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Attn:			
	Notices required to be given to CC	ONTRACTOR shall b	e addressed a	as follows:
	Attn:			
	Notices required to be given to C	CONTRACTOR's sur	eties shall be	addressed as
follow	s:			

30. <u>INDEPENDENT CONTRACTOR</u>.

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

31. PERS ELIGIBILITY INDEMNIFICATION.

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

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

32. <u>VALIDITY</u>.

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

33. GOVERNING LAW.

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

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR

and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. <u>ASSIGNABILITY</u>.

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

36. WAIVER.

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

HEADINGS.

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

38. <u>COUNTERPARTS</u>.

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

39. CORPORATE AUTHORITY.

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

40. ADDITIONAL SERVICES.

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

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

[Signatures appear on following page.]

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

CITY OF COSTA MESA, A municipal corporation		
	Date:	
Lori Ann Farrell Harrison City Manager	Date.	
CONTRACTOR		
Signature	Date:	
Name and Title		
	Date:	
Signature	Sate.	
Name and Title		
Social Security or Taxpayer ID Number		
ATTEST:	Date:	
Brenda Green City Clerk		
APPROVED AS TO FORM:		
	Date:	
Kimberly Hall Barlow City Attorney		

APPROVED AS TO INSURANCE:	
Ruth Wang Risk Management	Date:
APPROVED AS TO PURCHASING:	
Carol Molina Acting Finance Director	Date:
DEPARTMENTAL APPROVAL:	
Raja Sethuraman Public Services Director	Date:
Baltazar Mejia, P.E. Interim City Engineer	Date:

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

LABOR AND MATERIALS PAYMENT BOND TO ACCOMPANY CONTRACT PUBLIC WORK

WHEREAS, the City of Costa Mesa, State of California, has awarded to
hereinafter designated as the "Principal", a contract for the project known as: in
City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated her
by this reference.
WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California C
Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails
pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to
done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinal
set forth.
NOW, THEREFORE, We, the undersigned Principal, and, d
authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are h
and firmly bound unto the City of Costa Mesa, in the sum of Dollars (\$) law
money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Co
Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executor
executors, and administrators, successors and assigns, jointly and severally, firmly by these present.
THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontract
fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about
performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts of
under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deduct
withheld and paid over to the Employment Development Department from the wages of employees of the Principal a
subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and lab
then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case s
is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required
the provisions of Section 9554 of the California Civil Code.
This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claim
under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brough
upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of tir
alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification
accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any su
change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.
IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety,
the day of, 20
Name of Contractor (Principal) Authorized Signature/Title
Name of Surety Authorized Agent Signature
Transfilled right organical
Address of Surety Print Name and Title

ATTACHMENT 2	
Bond No.	

FAITHFUL PERFORMANCE PAYMENT BOND TO ACCOMPANY PUBLIC WORKS AGREEMENT

The premium charge on this bond is \$, being at the rate of \$ per tho	busand of the contract price.
hereinafter designated as the "Prin	Mesa, State of California, has awarded tocipal", a Public Works Agreement for the City of Costa Mesa, in strict conformity with the	the project known as:
on file with the Costa Mesa City Clerk, w	hich is incorporated herein by this reference (the	"Agreement").
WHEREAS, Principal has executive furnishing of a bond for the faithful performance.	tted or is about to execute the Agreement and the rmance of the Agreement.	ne terms thereof require the
duly authorized to transact business under are held and firmly bound unto the C (\$) lawful money of the Unit payable by the City of Costa Mesa under	undersigned Principal, and	Dollars On of the estimated amount ell and truly to be made, we
Agreement. The Surety's obligations shathe Agreement for completion of the Principal under the Agreement to pay a are specified in the Agreement, actual climited to, all valid and proper backcha	his Bond are commensurate with the obligations all include, but are not limited to: (1) the response Agreement and correction of defective work; by liquidated damages, and, for damages for whamages caused by non-performance of the Agrees, offsets, payments indemnities, or other dates resulting from Principal's default or failure to	sibilities of Principal under (2) the responsibilities of the no liquidated damages reement, including, but not tamages; and (3) additional
administrators, successors or assigns, in all of the work, covenants, conditions, a provided on its part, to be kept and per- according to their true intent and meani	ion is such that if the Principal or the Pri all things stands to and abides by, and well and add agreements in the Agreement and any alterati formed at the time and in the manner therein sp ng, and indemnifies, defends, and saves harmle erein stipulated, then this obligation shall becon ffect.	d truly keeps and performs on thereof made as therein ecified, and in all respects ss the City of Costa Mesa,
	d hereby, and in addition to the face amount sp spenses and fees, including reasonable attorneys	
additions to the terms of the Agreem accompanying same, shall in any way a	stipulates and agrees that no change, extension ent or to the work to be performed thereun ffect its obligations on this Bond, and it hereby or additions to the Agreement or to the work or	der, or the specifications waives notice of any such
IN WITNESS WHEREOF, thi Surety, on the day of	s instrument has been duly executed by the al	bove-named Principal and
Name of Contractor (Principal)	Authorized Signature/Title	
Name of Surety	Authorized Agent Signature	
Address of Surety	Print Name and Title	

INSURANCE REQUIREMENT FOR CITY OF COSTA MESA

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

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

A. Workers' Compensation Insurance.

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

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

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

B. Liability Insurance Coverage.

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

- (1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.
- (2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at lease \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:
 - (i) Additional Insured:

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

(ii) Notice:

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

(iii) Other Insurance:

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

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



CERTIFICATE OF LIABILITY INSURANCE

ATTACHM	NDAT2(MM/DD/YYYY)
---------	-------------------

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

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

Се	rtificate holder in lieu of such endors	seme	nt(s).	·						
PRODUCER CO						CONTACT NAME:				
					PHONE FAX (A/C, No, Ext): (A/C, No):					
					E-MAIL					
					ADDRESS:					
					INSURER(S) AFFORDING COVERAGE NAIC #					NAIC #
INSU	RED				INSURER A :					
					INSURER B :					
					INSURER C :					
					INSURER D :					
					INSURER E :					
CO1	ZERAGES CER	TIEI	`ATE	NUMBED.	INSURER F :			REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES			NUMBER:	E DEEN IC	CLIED TO			JE DOI	ICV PERIOD
IN CE	DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	QUIR PERT POLIC	EMEN AIN, T CIES. I	NT, TERM OR CONDITION (THE INSURANCE AFFORDE	OF ANY CO ED BY THE	NTRACT POLICIE	OR OTHER DESCRIBE		CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	PO (MM	LIC), FF (DD/Y Y)	POLICY EXP (MM/DAYYYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
				•				MED EXP (Any one person)	\$	
					V			PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:			A				GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:							TROBUCTO COMITTO TROC	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
	ANY AUTO			1.0				(Ea accident) BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS							(Per accident)	\$	
	UMBRELLA LIAB OCCUP							EAGU GOOURDENOS		
	- FYOSOO LIAD							EACH OCCURRENCE	\$	
	CLAIWS-WAD							AGGREGATE	\$	
	DED RETENTION \$ WORKERS COMPENSATION							PER OTH-	\$	
AND EMPLOYERS' LIABILITY						STATUTE ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	-	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	e, may be atta	ched if mo	re space is requir	ed)		
CEF	CERTIFICATE HOLDER CANCELLATION									
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.										
					AUTHORIZE	REPRES	ENTATIVE			

POLICY NUMBER: Enter General Liability Policy Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

POLICY NUMBER: Enter General Liability policy number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

POLICY NUMBER: Enter General Liability Policy Number Here

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR

AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

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

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

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



ATTACHMENT 2

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

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

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: ZZ/ZZ/2014 Policy No. GPVGT'' Endorsement No. 001

Insured: Contractors Name

Premium \$ INCL.

Insurance Company: Insurance Company

Countersigned By:

^{- 1998} by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

•	of Costa Mesa, De	-		PERMIT	
Appli VENDOR NO	cation and Permi	t for Work Des □	cribed Below	NO.	
				Da	te
Type of Work to	o be Done				
Start Date	Permit Not V	alid After	(Expiration Date)	Plan No.	
	ame				
	(Day)				
	No./Class me		City Business License No Address		
24-Hour Emerg	gency Contact			Telephone No.	•
	FEES	48 HOURS MINI	MUM REQUIRED	PERMIT APPROVED	FOR CITY ENGINEER
Bond Cook Donosit	\$ FEES		SSING PERMIT		
Issuance	\$ \$			Ву	
Inspection	\$			Date	
TOTAL	\$	Account #		Underground Service Alert	ID No
The UNDERSIGNED PERMITTEE HEREBY CERTIFIES: 1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City Costa Meas; special agency provisions; and all applicable laws and ordinances. 2. Control of traffic shall confrom to the Work Area Traffic Control Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, ligh barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall notify Emergency, Fire and Police services a residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions. 3. That a maximum of lane(s) may be closed if necessary to perform work within the public right of way during the hours of 8:30 a.m3:30 p.m. Monday through Friday as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer. 4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained. SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.) 1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays). 2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native and imported 3. Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday. 4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs. 5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed. 6. Open exavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours. 7. Sidewalk sha					
		esa Consolidated Water Di		SERVICE ALERT	(744) 700 0004 (040) 004 0444
(714) 63		4) 631-1200		مدد-4133; Arter Hours & Holiday	s - (714) 739-3031; (213) 621-3111
Date	N REGORD	Inspector of F	Kecords		CERTIFICATE OF INSPECTION I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner. By: Inspector
0183-62 mw, rev. White - Inspector Canary - Enginee Pink - Finance Goldenrod - Appl	s; registry (have read and unders		_	Date are correct and complete.
Coldellion - Appl	· · · · · · · · · · · · · · · · · · ·	-			

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



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

Business Name							
Parent Company Name							
(If Corporate Owned) Note: Business address will be compared to a	zoning requirements hefore annrov	al Check with the Planning Division regardi	ng the use of the location at (714) 754.	5245			
Business Address	soming requirements before approve	an Check with the Hamming Division regular	ing the use of the iseation at (714) 754 c	243.			
(Cannot be a P.O. Box) Street #	Street name	Unit #	City State	Zip			
Mailing Address							
(Can be a P.O. Box) Street #	Street name	Unit #	City State	Zip			
Business Telephone # ()	Business	Start Date	No. of Employees (on avera	ge)			
Ownership (Check One only) []Sole Owner []Corporation []Limited Liability Partnership	n []Partnership	[]Husband & Wife Co-ownership	[]Limited Liability Comp	oany			
Seller's Permit No		Contractors State No. & Cla	ass				
Federal Employer ID # or, Owner'	s Social Security #	Federal Firearms	License # (if applicable)				
	OWNER'S O	OR PRINCIPAL'S NAME(S)					
Name		Name					
Home Address	7 1	Home Address					
City		City					
Telephone # ()			Title Date of Birth				
Drivers License No.	Date of birtii	Drivers License No	Date of birth				
	<u>TY</u>	PE OF BUSINESS					
PLEASE CIRCLE ONE: Wholesa	le/Retail/Manufacturing/So	ervices/Non-Profit/Administrative (Only/Warehouse/ Other				
Fully Describe Business Operation	!						
		Standa	rd Industrial Class Code (SIC	<u> </u>			
			·				
Alcohol Beverage Control Permit N (If Applicable)	NO	(Required for automobile/motorcy	cle sales businesses)				
Hours of Operation (M-F)	(S-SU)	Number of Rental Units/	Rooms/Spaces				
(Commercial/Industrial only)		(If Applicable)					
	CHOOSE ONE OF T	THE APPROPRIATE FEES BE	LOW				
GENERAL BUSINESS	0110 032 0112 01 1	TAX EXEMPT ORGAN					
(wholesale, retail, professional, Etc.)		Attach proof of Tax Exc	empt Status (required for waiver	of tax due)			
Enter Annual Gross Receipts Amount	\$	SHOW EXHIBITION	SWAP MEET Toy on the Pron	notor's Gross			
Receipts from the Gross Receipts schedule to the left							
And Circle the corresponding category below							
Annual Gross Receipts \$0.00 to 1,000.00	of sellers x \$5 = \$ Total tax due \$)					
	\$25.00 \$35.00						
	S45.00 ADMINISTRATIVE OFFICES/WAREHOUSES						
\$75,000.01 to 200,000.00		(Fees based on annual operating expenses when no receipts generated) Enter annual operating expenses amount \$					
\$200,000.01 to 500,000.00 Over \$500,000.00			edule to the left to determine busi	ness license tax.			
3.61							
CONTRACTOR		VEHICLE WHEEL, TA	AXI, TOW TRUCK, BUS				
(California Licensed) Total ta	ax due <u>\$50.00</u>	Number of Vehicles:	x \$25.00 = Total Tax Γ	Due \$			
Will you store, handle or use 55 galle	ons, 500 pounds or 200 cubic	c feet of hazardous materials per year	? Yes No				
Will you have an assembly room with		more persons?	Yes No				
Will you be installing a spray booth?		0	Yes No				
Will your business produce dust/woo Will you be storing or using flammab			Yes No				
Will you be warehousing materials h		compressed gases?	Yes No Yes No				
Fire Department approval required for		make an appointment by calling (714					
1 11 11			<u>·</u>				
		pal Code Section 9-1. You are cautione no tax refund if you are found operating					
		sary, Fire Department officials. If you have					
building may conform with the require	ements of the Municipal Code	administered by these departments, you	are urged to contact these departr	nents for further			
		ly to your business activities. You may se					
your particular business by writing or v	correct and true and that ages	of Equalization. ** I declare under penal prance of payment does not constitute a	ty of perjury that, to the best of my	y knowledge and			
conduct business is not granted until iss		prance of payment does not constitute a	pprovar of the business License.	Aumonzanon to			
Authorized							
Signature		Title	Date				
		OR CITY OFFICE USE ONLY					
Planning Approval			CUP #				
		•	CUF #				
Building Approval	Date Approved	Comments					

Fire Department Approval _____ Date Approved ___



Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
Je 2.	2 Business name/disregarded entity name, if different from above									
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC					4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)				
Print or type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner. Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box is the tax classification of the single-member owner.	'' —	above	_ for		ption fro	m FA	TCA rep	orting	
آء جَ	Other (see instructions) ►					to account	s mainte	ined outsid	e the U.	S.)
F secific	5 Address (number, street, and apt. or suite no.)	Reques	ter's na	ame a	and ad	dress (op	otiona	1)		
See S	6 City, state, and ZIP code									
	7 List account number(s) here (optional)									
Pa	rt I Taxpayer Identification Number (TIN)									
backi residi entiti	ryour TIN in the appropriate box. The TIN provided must match the name given on line 1 to aver up withholding. For individuals, this is generally your social security number (SSN). However, the entralien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For othe es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> on page 3.	or a r et a	Socia	al sec	curity I	number	_			
	 If the account is in more than one name, see the instructions for line 1 and the chart on page elines on whose number to enter. 	4 for	Empl	oyer	identi	fication	numb	er		
Par	rt II Certification									
Unde	er penalties of perjury, I certify that:									
1. Th	ne number shown on this form is my correct taxpayer identification number (or I am waiting for	a numb	er to b	oe is	sued 1	to me);	and			
Se	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (I ervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding; and									
3. la	am a U.S. citizen or other U.S. person (defined below); and									
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is con	ect.							
beca intere	ification instructions. You must cross out item 2 above if you have been notified by the IRS to use you have failed to report all interest and dividends on your tax return. For real estate transfest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to rally, payments other than interest and dividends, you are not required to sign the certification	actions, o an ind	item 2 ividua	2 doe Il reti	es not iremer	apply. nt arranç	For n	nortgag nt (IRA)	e , and	Ū

General Instructions

Signature of

U.S. person ▶

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

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

Purpose of Form

instructions on page 3.

Sign

Here

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

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

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

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

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

By signing the filled-out form, you:

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

Form W-9 (Rev. 12-2014) Page **2**

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

- 3. The IRS tells the requester that you furnished an incorrect TIN.
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see Special rules for partnerships above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Form W-9 (Rev. 12-2014) Page **3**

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(q) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

Form W-9 (Rev. 12-2014)

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

What Hambo and Hambor 10	GIVO the Hequeston				
For this type of account:	Give name and SSN of:				
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account				
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²				
a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee¹ The actual owner¹				
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³				
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*				
For this type of account:	Give name and EIN of:				
Disregarded entity not owned by an individual	The owner				
8. A valid trust, estate, or pension trust	Legal entity⁴				
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation				
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization				
11. Partnership or multi-member LLC	The partnership				
12. A broker or registered nominee	The broker or nominee				
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity				
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)	The trust				

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

(B))

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

Page 4

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2. *Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

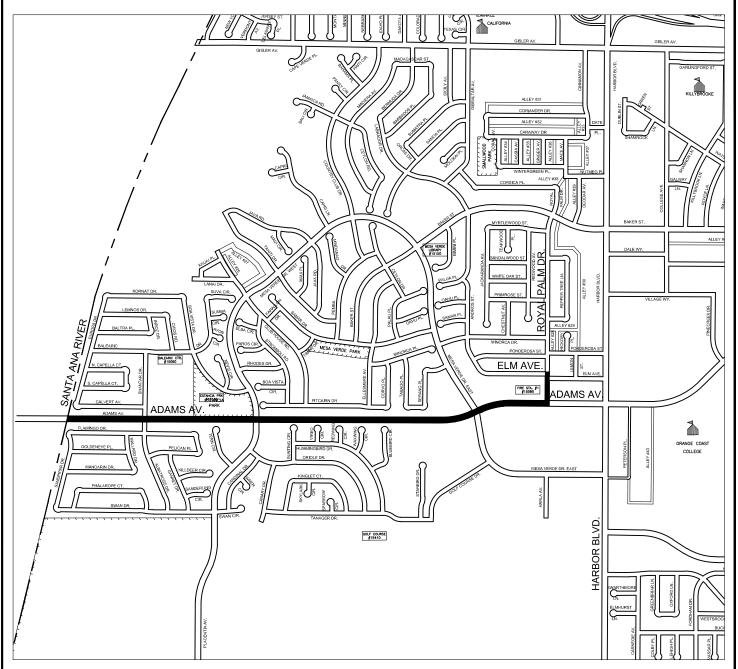
Circle the minor's name and furnish the minor's SSN.

SECTION "G"

APPENDIX "A" PROJECT LOCATION MAP



CITY OF COSTA MESA Public Services/Engineering



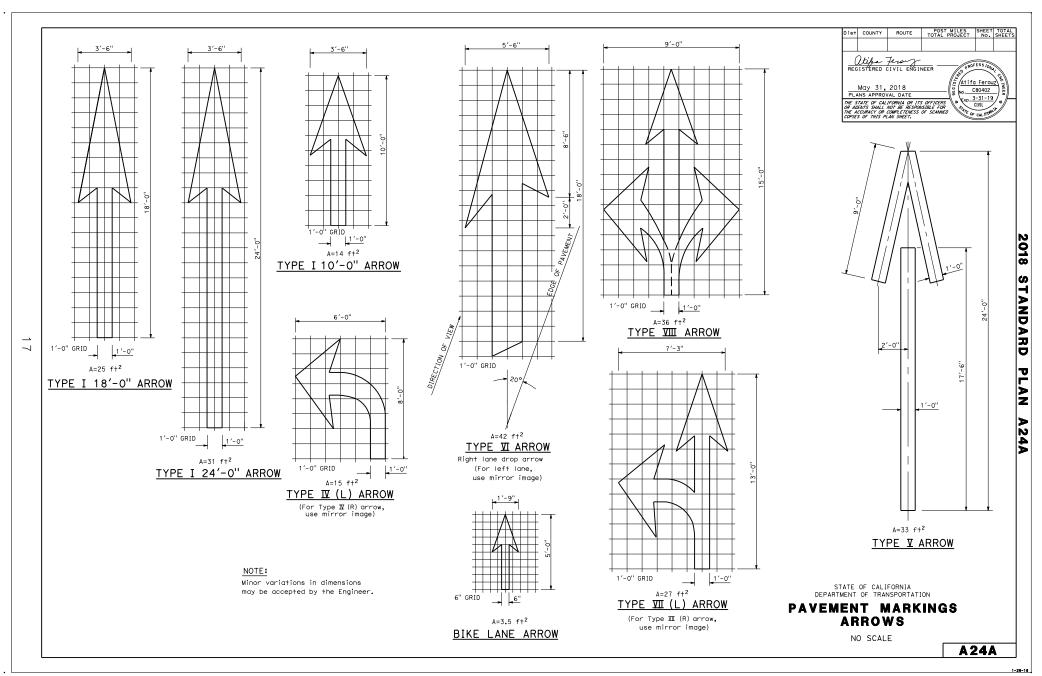
LOCATION MAP

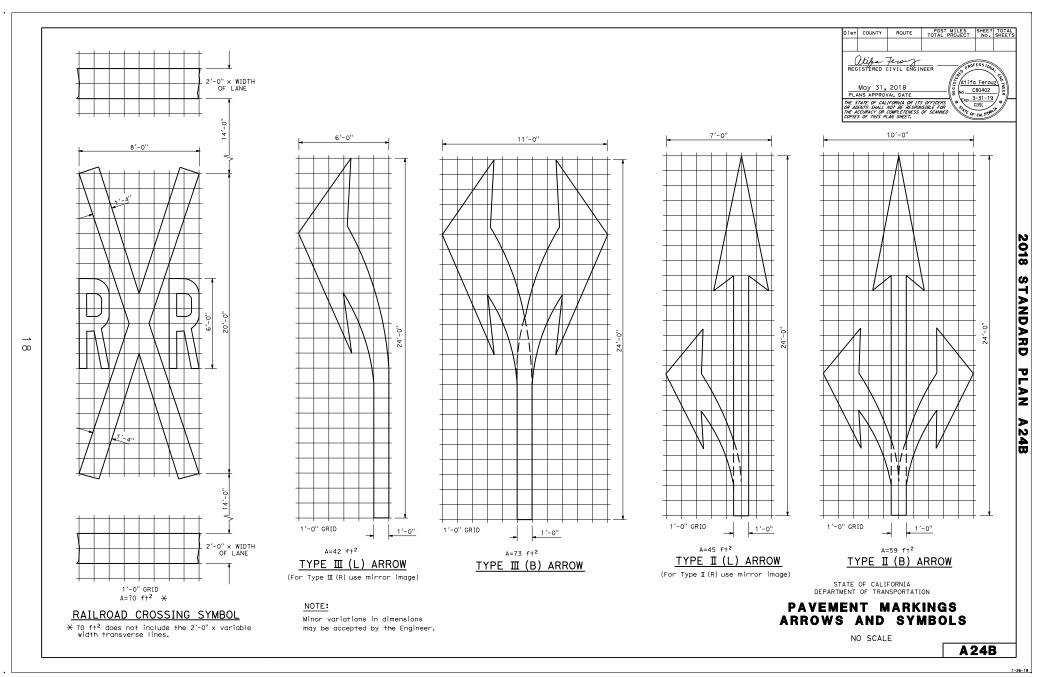
ADAMS AVE (SANTA ANA RIVER TO ROYAL PALM DR)

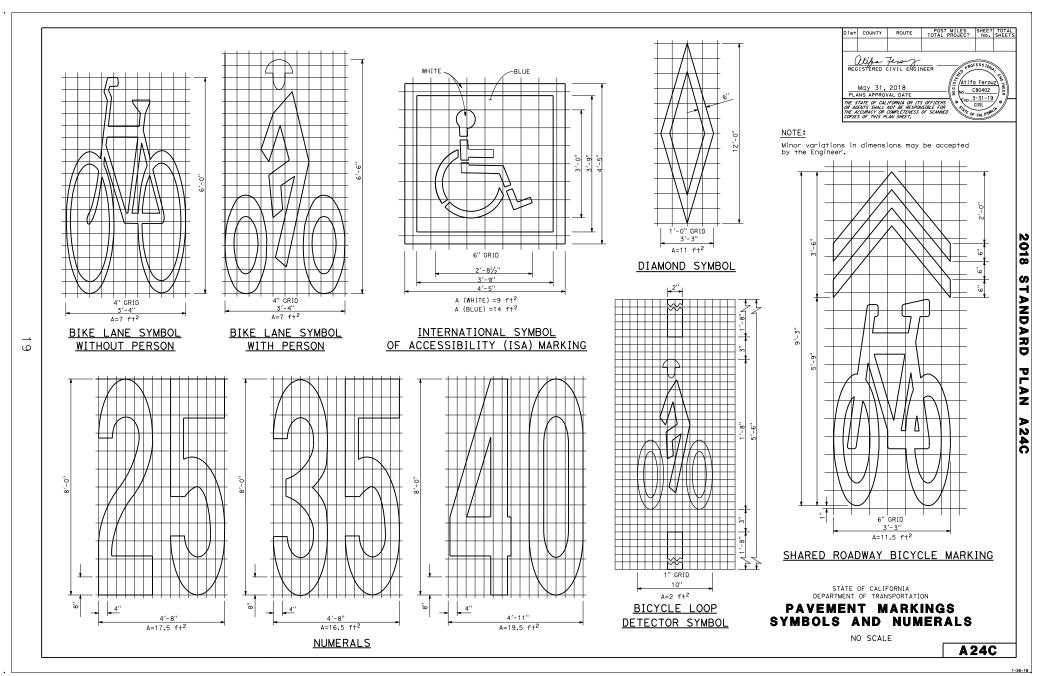
AND ROYAL PALM DR (ADAMS AVE TO ELM AVE)

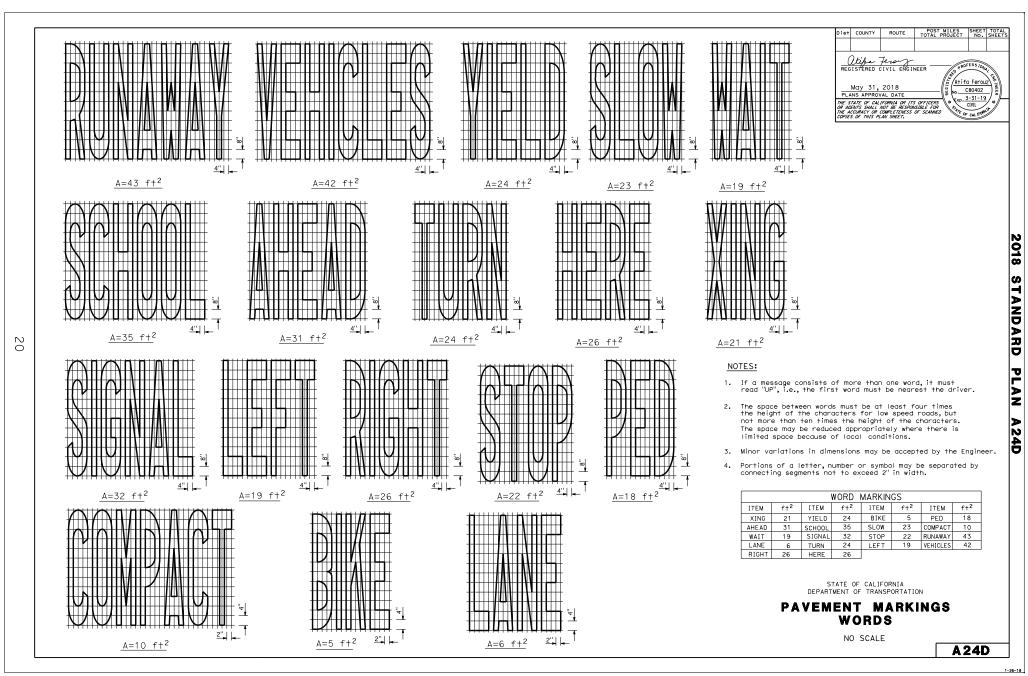
PAVEMENT REHABILITATION PROJECT #23-07

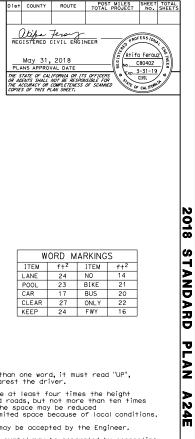
STREET REHABILITATION LOCATIONS

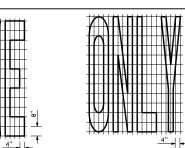


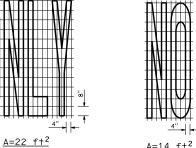


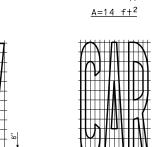


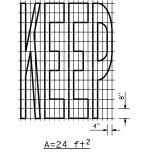




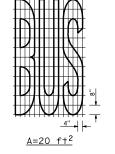




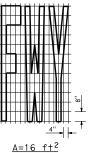


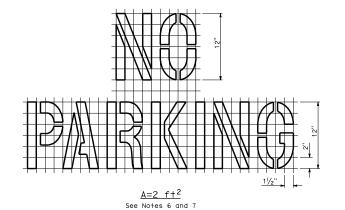


 $A=27 f+^2$



A=21 ft²

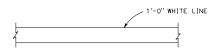




A = 24 f + 2

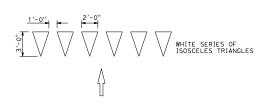
A = 23 f + 2

 \sim



LIMIT LINE (STOP LINE)

YIELD LINE



NOTES:

A=17 f+2

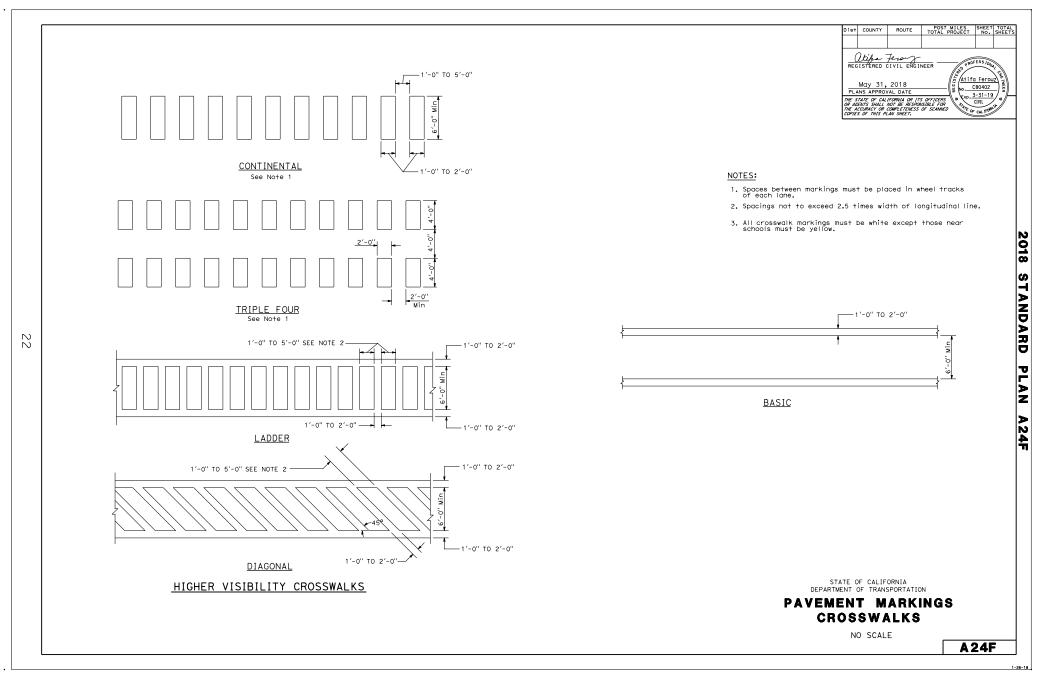
- If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
- 2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced 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 $2^{\prime\prime}$ 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.

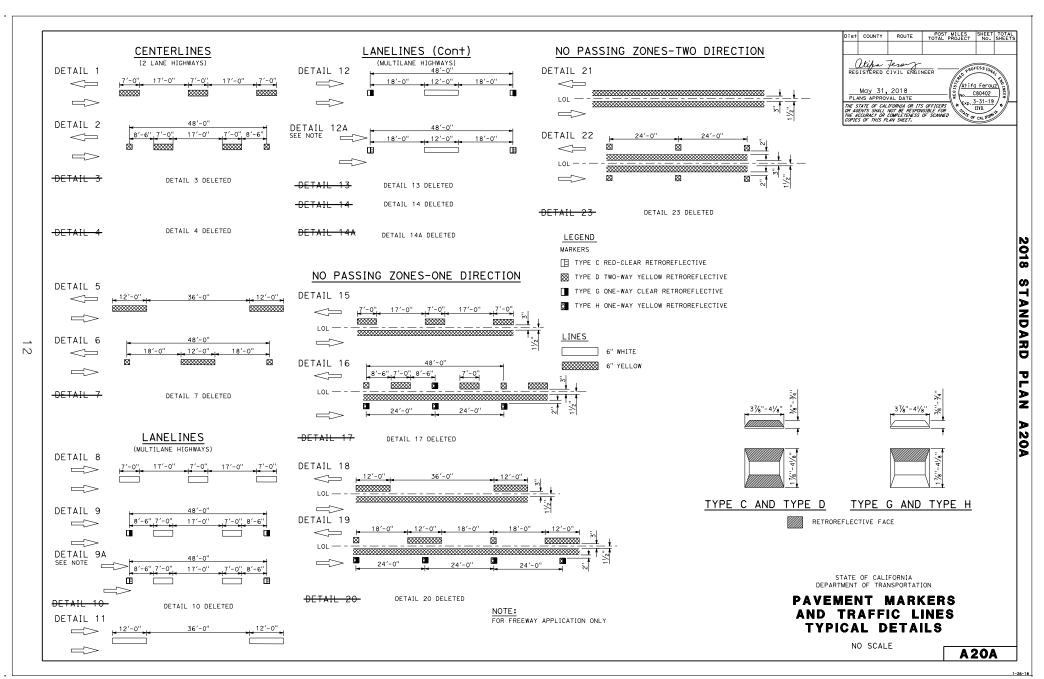
STATE OF CALIFORNIA

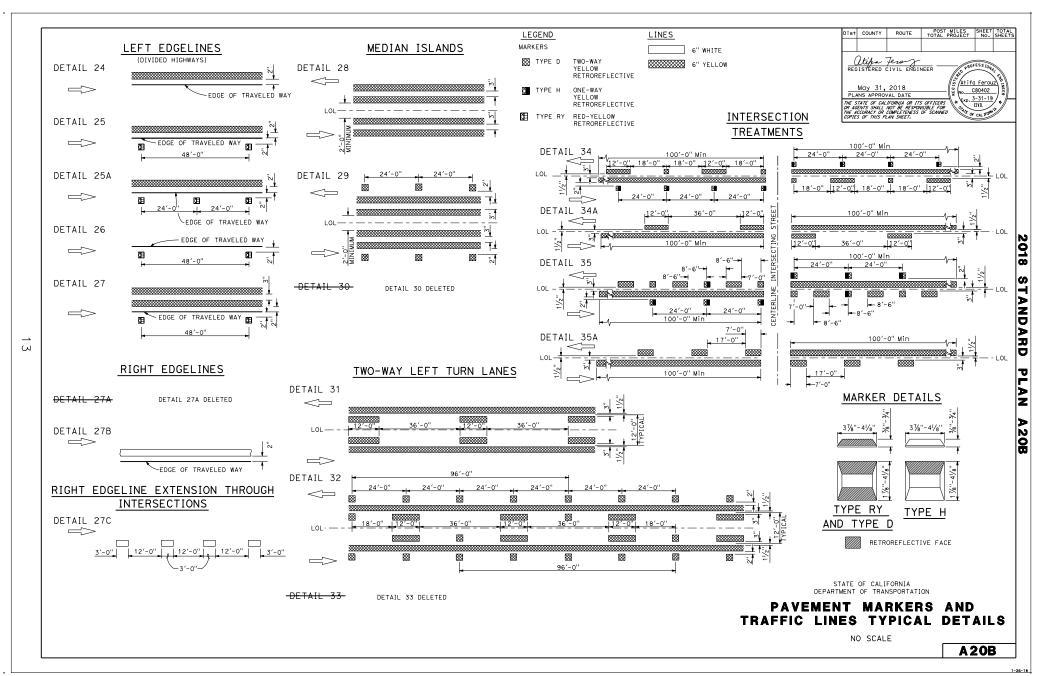
PAVEMENT MARKINGS WORDS, LIMIT AND YIELD LINES

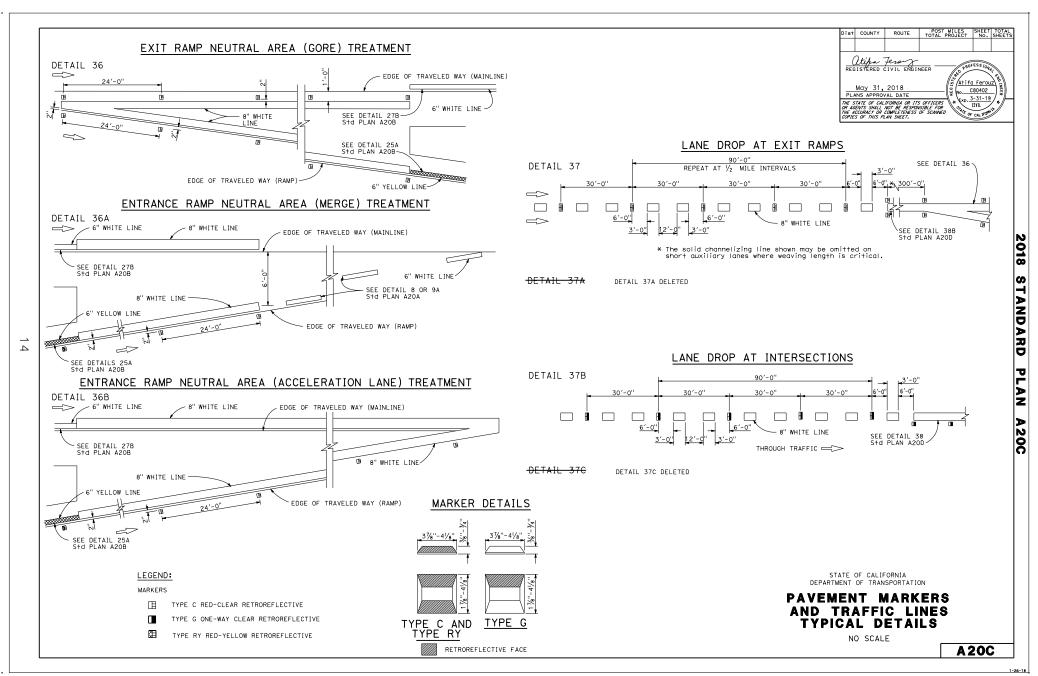
NO SCALE

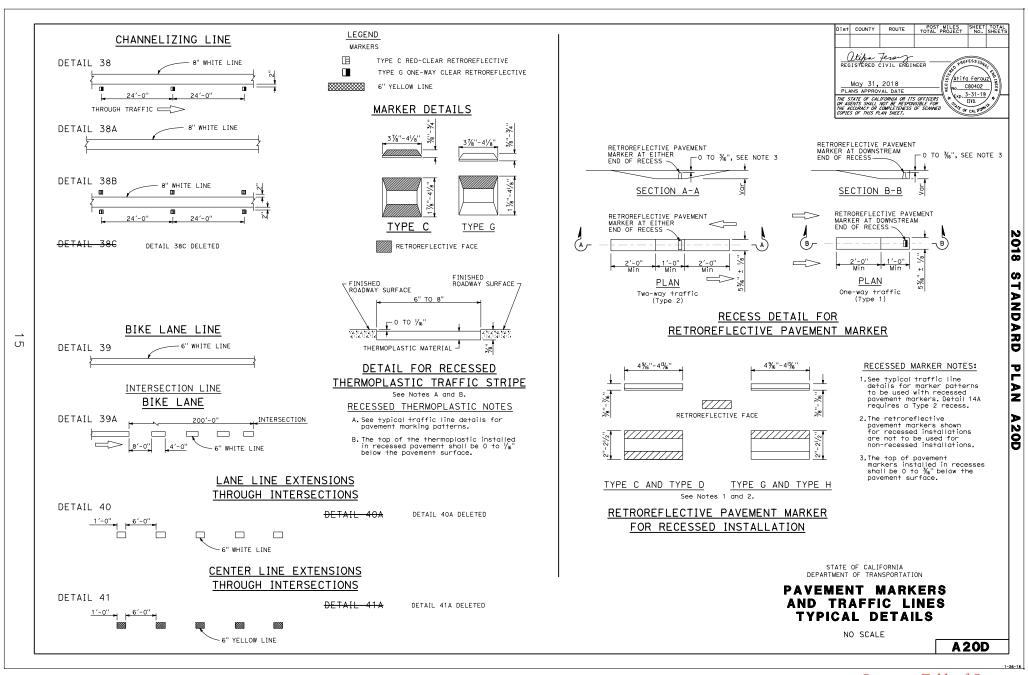
A24E

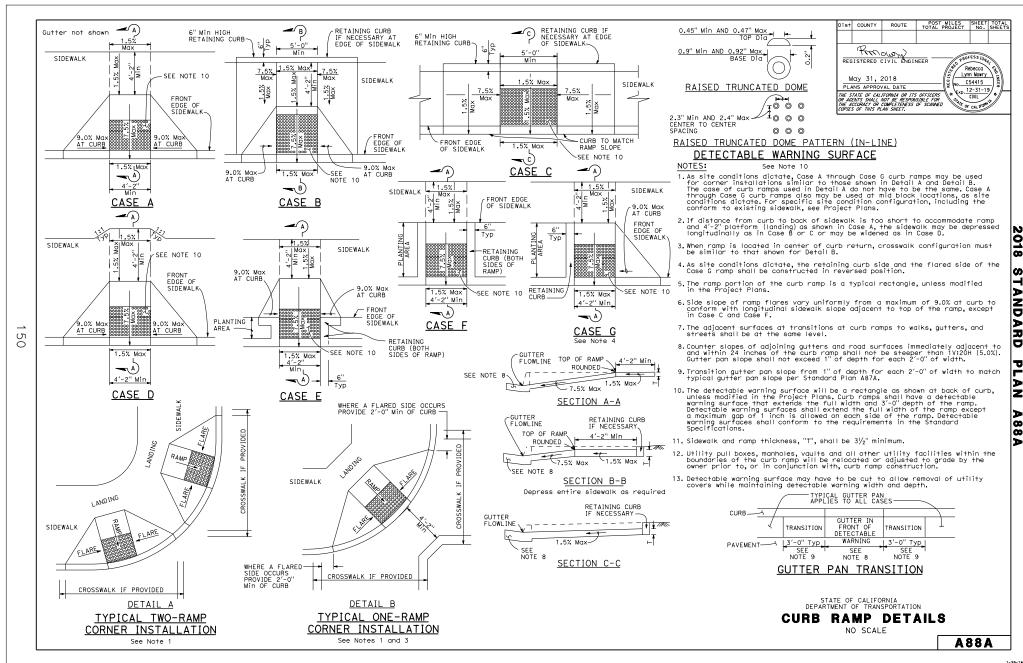


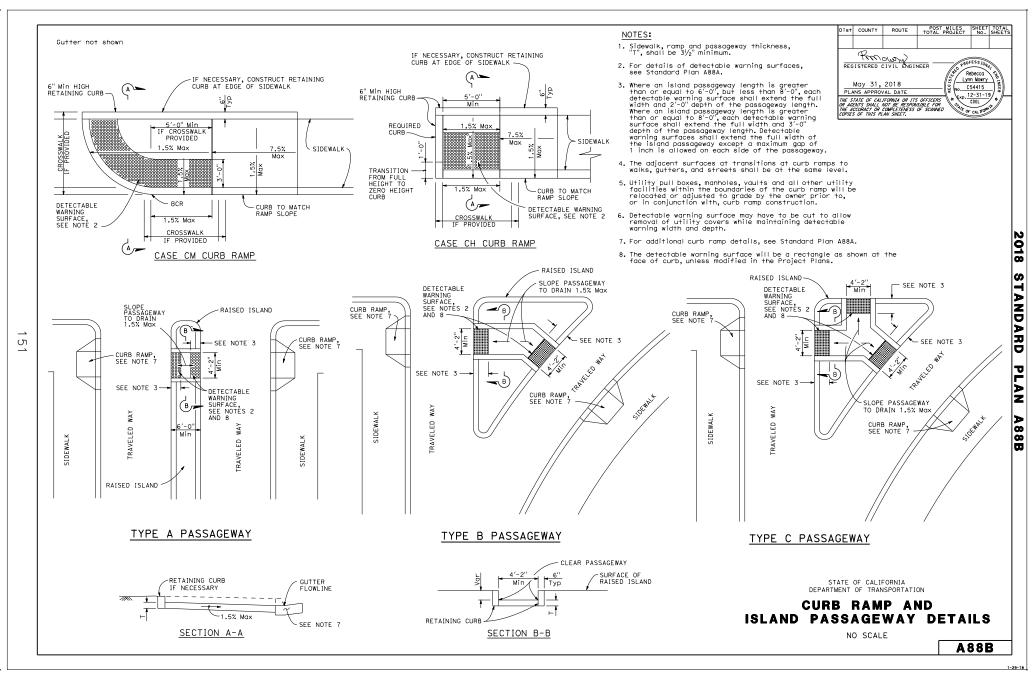












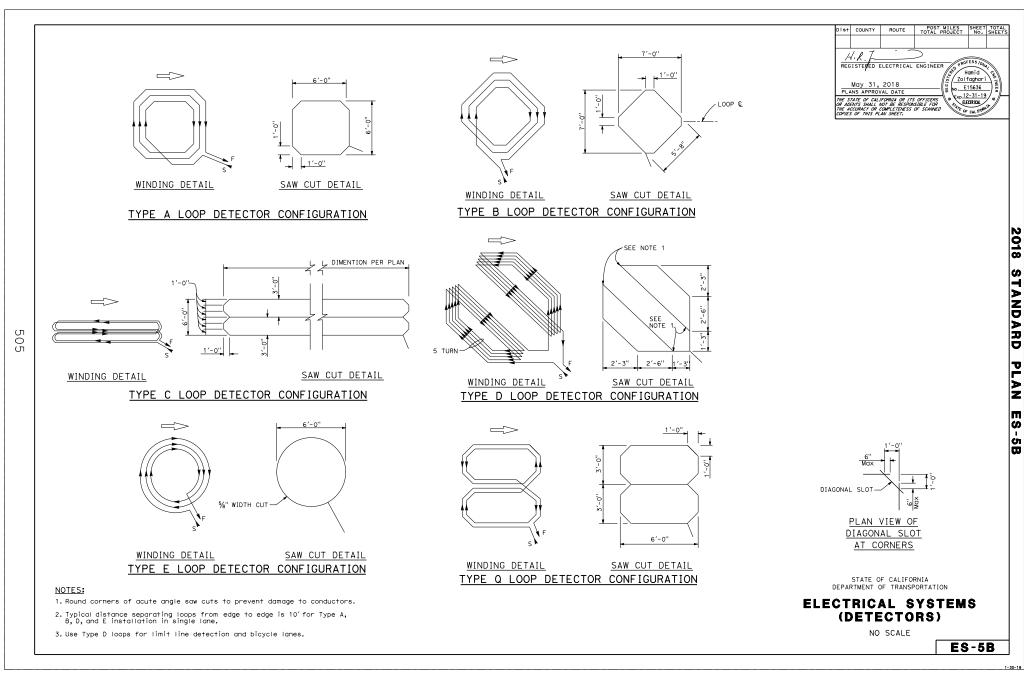
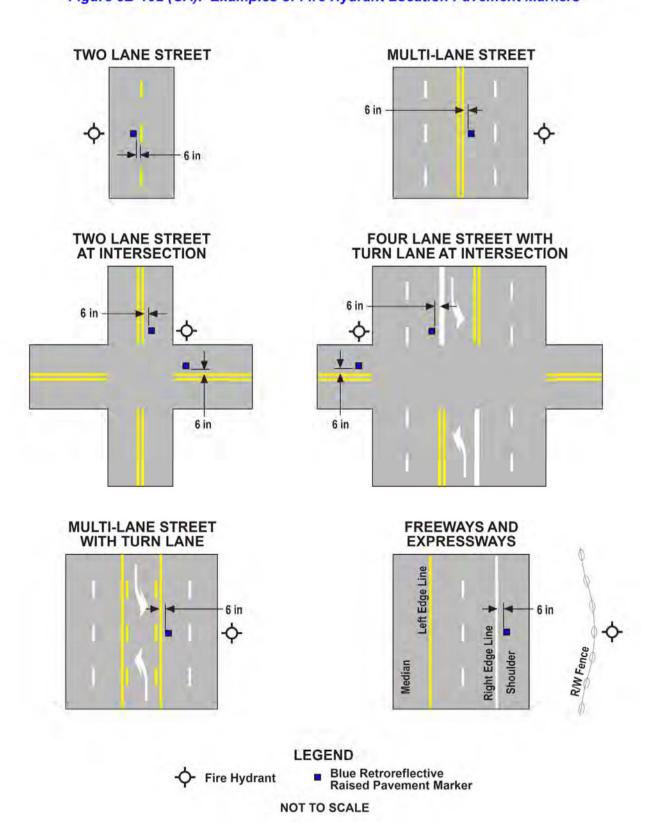
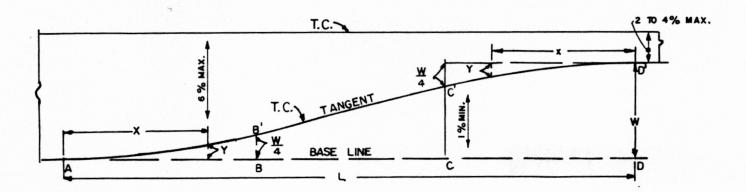


Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers





W = Width of left turn packet

L = Length of taper

AB= BC=CD= 3

AB' and C'D' are parabolic curves except on curved alignments X = D is tance from point A' along base line Y = O ine base line = 2.25 W X^2/L^2

SINGLE LEFT TURN POCKET

1	x	0,	10,	20'	30'	40	50'	60,	70'	80'	90'
	Y	000,	0.28	1.11	2.50	4.17	5.83	7.50	8.89	9.72	1000

			L=60'	#	٧	Y=10'		
Γ	X	0'	10'	20'	30'	40'	50'	60'
Γ	Υ	0.00	0.62	2.50	5.00	7.50	9.38	10.00

DOUBLE LEFT TURN POCKET L = 150' W=20'

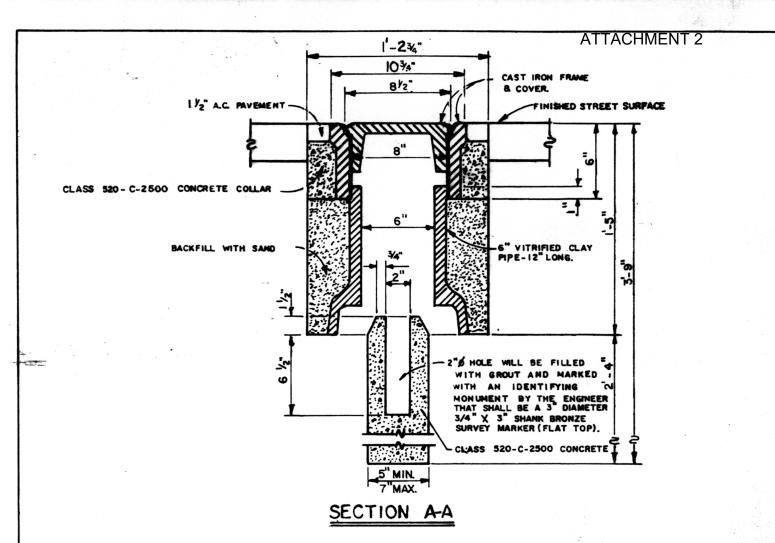
T	X	0'	10'	20'	30	40'	50'	60,	70'	80'	90'	100,	110'	120	130	140	150
	Y	0.00	Q 20'	0.80	1.80	3.20	5.00	7.00	9.00	11.00	13.00	15.00	16.80	18.20	19.20	1980	2000

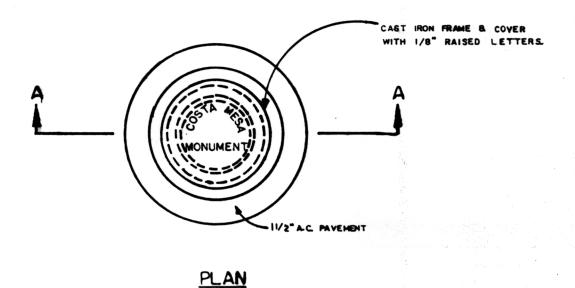
NOTE:

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.

PARABOLIC MEDIAN CITY OF COSTA MESA DRAWN: C.P.R. CURB TRANSITION SCALE: NONE CALIFORNIA STD. DWG NO. PUBLIC SERVICES DEPARTMENT APPROVED: 116 BRUCE Q MATTERN R.C.E. 19388





CITY OF COSTA MESA

CALIFORNIA
PUBLIC SERVICES DEPARTMENT

SURVEY MONUMENT

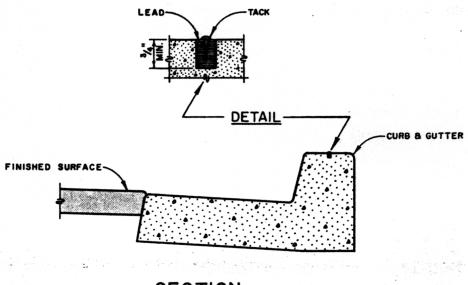
DRAWN C.P.R. SCALE NONE

STD. DW (343

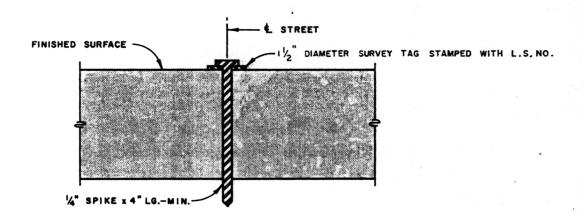
613

APPROVED BOWN ATTERN R.C.E. 19388

7



SECTION



SECTION

NOTES:

- I. 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

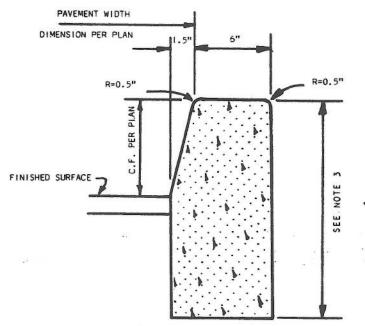
PUBLIC SERVICES DEPARTMENT

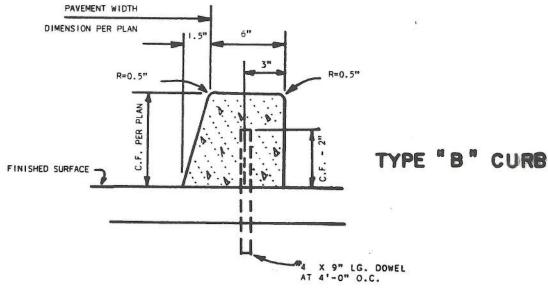
SURVEY CENTER LINE TIES

SCALE NONE

APPROVED BRUCE D, MATTERN R.C.E. 19388

STD. DWG. NO. 615





- 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 520-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.

ALVISED 4-16-86

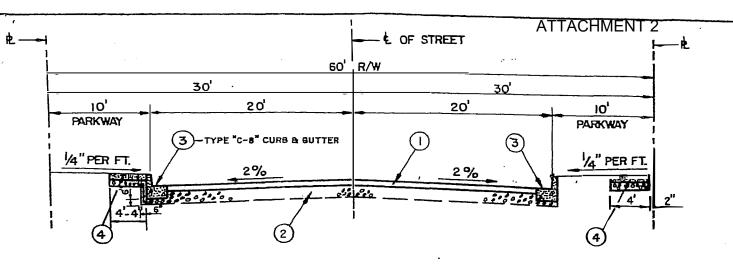
CITY OF COSTA MESA CALIFORNIA

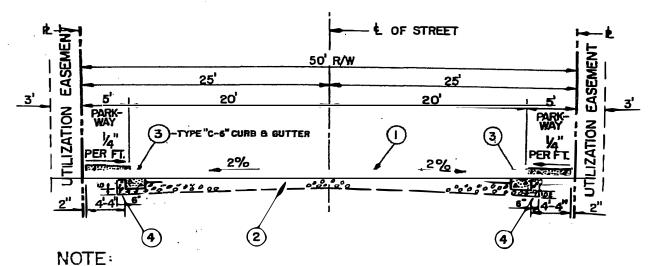
TYPES "A" & "B" CURBS

DRAWD DWL STALL MONE

PUBLIC SERVICES DEPARTMENT APPROVED STORE 4/20/86

STD.DRW.NO. 345



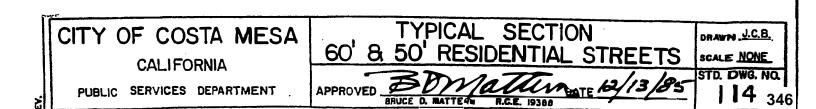


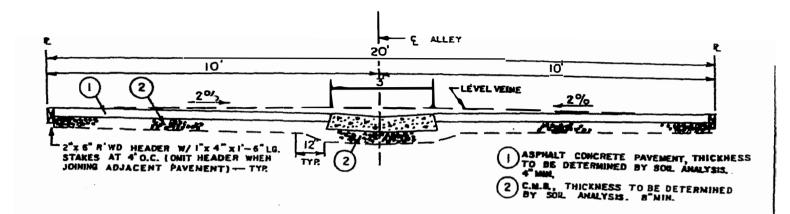
50' R/W TO BE USED WITH CITY COUNCIL APPROVAL ONLY.

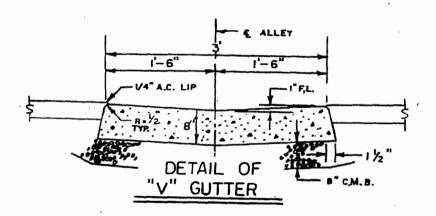
NOTES:

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







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 IBCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND 1/8"x 2" WEARENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS IN THE P.C.C. "V" GUTTER, FOR DETAILS SEE CITY STD. DMG. NO. 314.

CITY OF COSTA MESA

CALIFORNIA
ENGINEERING DEPARTMENT

CITY OF COSTA MESA

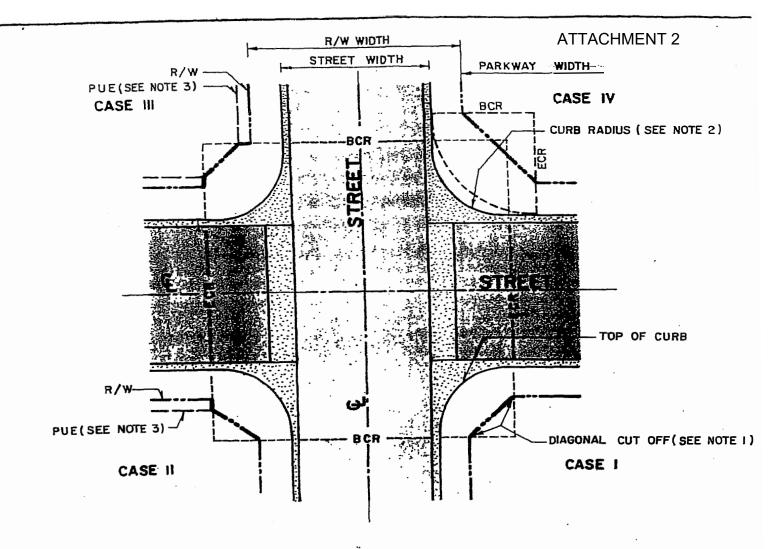
ALLEY AND V' GUTTER

APPROVED BROCE D. MATTERN RCE 19388

DATE

DAAWH B.T.M.
SCALE NONE

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 :

- I. 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 MAS-TER PLAN OF HIGHWAYS, AND THEN THE DIAGONAL CUT-OFF SHALL BE FOR A 35' CURB RETURN RADIUS.
- 3. ALL 50' STREETS REQUIRE A 3' PUBLIC UTILIZATION EASEMENT, SEE STD. DWG. NO. 114.

CITY OF COSTA MESA CALIFORNIA

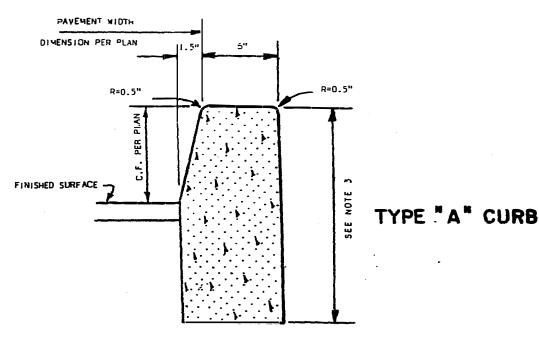
PUBLIC SERVICES DEPARTMENT

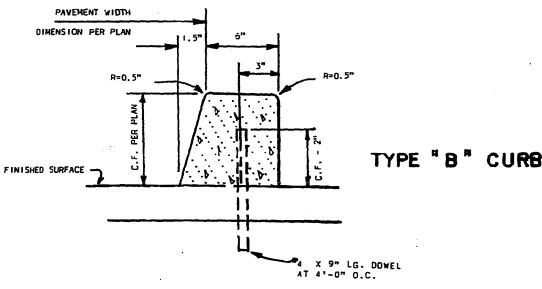
CURB RETURN RADII AND PROPERTY
LINE DIAGONAL CUT-OFF

APPROVED BRUCE D. MATTERN R.C.E. 19388

SCALE NONE

STD. DWG. NO. 2 | 4





NOTES

- 1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN MOSES. 1/8" x 2" MEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DMG. NO. 314.
- 2. DOMELS FOR TYPE "B" CLRB WAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADMESTVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOMELED.
- 3. WHERE MEDIANS ARE LANCSCAPED, 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.320PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2

CITY OF COSTA MESA TYPES "A" 8 "B" CURBS STD. DRAWED DWL.

CALIFORNIA

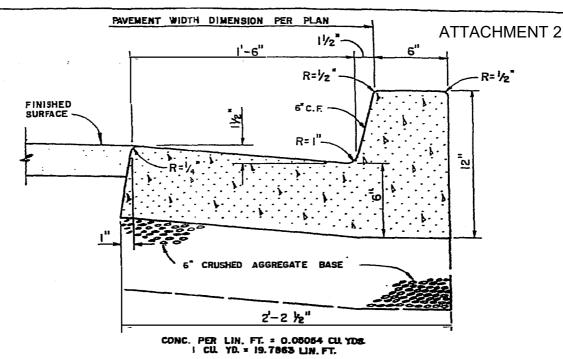
PUBLIC SERVICES DEPARTMENT

TYPES "A" 8 "B" CURBS

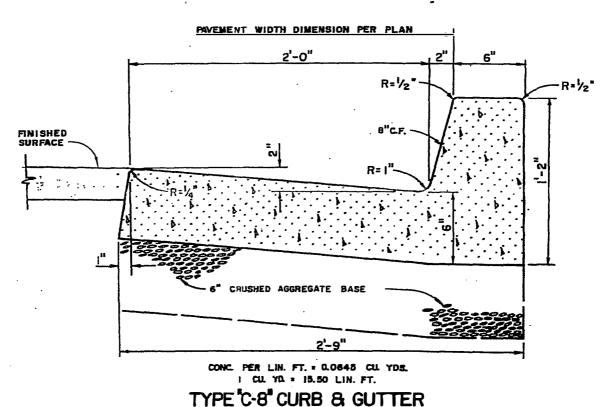
STD. DRAWED DWL.

APPROVED STD. DRAWE MATTERN DATE 4/23/86 STD. DRAWE NO.

311



TYPE "C-6" CURB & GUTTER



NOTES:

- 1. 1/4" 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

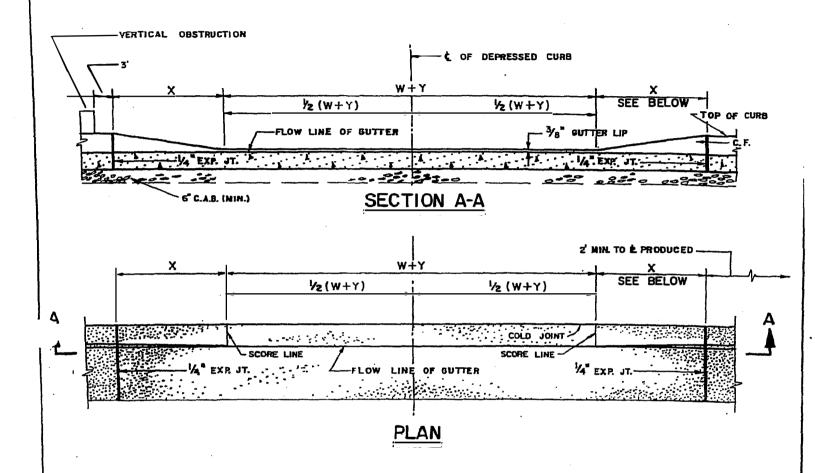
PUBLIC SERVICES DEPARTMENT

APPROVED BRUCE D. MANTERN R.C.E. 19388

TYPE "C" CURB & GUTTER SCALE NONE

SCALE NONE

312



NOTES:

- I. 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:

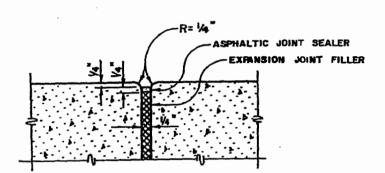
W=10' MIN.-16' MAX. FOR RESIDENTIAL DRIVEWAYS IN R-1 ZONE.Y=0.

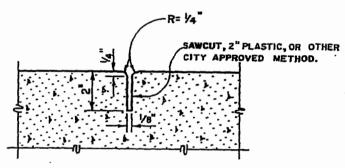
W=16' MIN.-26' MAX. FOR OTHER DRIVEWAYS.

X= 4' FOR 6" CURB FACE.

X= 5' FOR 8" CURB FACE.

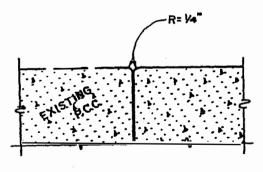
1	CITY OF COSTA MESA	DEPRESSED CURB	DRAWN M.K.S.
	041 1505014	FUR DRIVEWAY APPROACH	SCALE NONE
	CALIFORNIA	APPROVED BOMATtern DATE 12/13/85	STO, DWG. NO.
٠.	PUBLIC SERVICES DEPARTMENT	ALLIO ALD	1 31.5





40' INTERVALS

10' INTERVALS



CONSTRUCTION JOINT

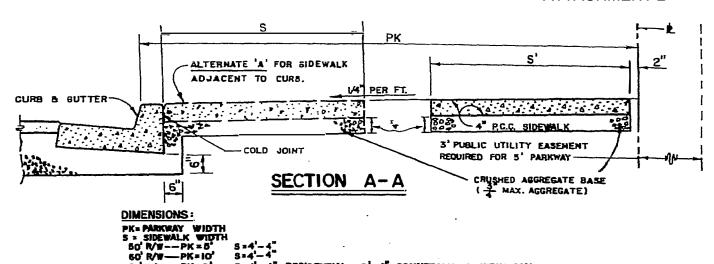
SERVICES DEPARTMENT

JOINT DETAILS

DRAWN M.K.S. SCALE NONE

APPROVED BRUCE D. MATTERN R.C.E. 19388

PUBLIC



5:4'-4" RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL 5:4'-4" RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL 5:4'-4" RESIDENTIAL, 7'-4" COMMERCIAL & INDUSTRIAL

3' UTILITY EASEMENT REQUIRED FOR 5' PARKWAY-4" P.C.C. SIDEWALK EXPANSION JOINT " XZ" WEAKENED L'X2" WEAKENED PLANE JOINT OR PLASTIC CONTROL " EXPANSION JOINT PLANE JONET OR PLASTIC CONTROL CUTTER 10 10, 10 10; 10 10' 40

NOTES!

84' R/W--PK=7' 120' R/F--PK=8' S' = 4'-0"

- 1/4" EXPANSION JOHNTE CHALL SE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB
- RETURNS. 1/2" X 2 PASTIC CONTROL OR WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS
- DE JOINTE AND WANGED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO E WITH JOINTS OF THE CURB.

- COINCIDE STATE SOURS OF THE CURS.

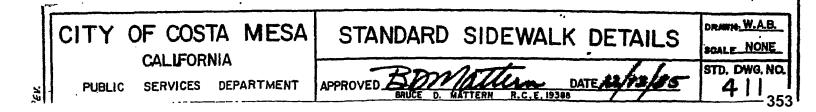
 FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 114.

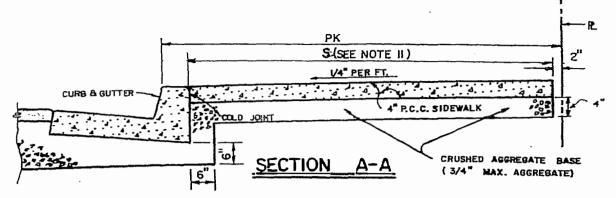
 SIDEWALK THICKURES IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.

 CONGRETE SHALL BE 520-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC.201-1.1.2.

 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED. IF JOINING EXISTING IMPROVEMENTS AND APPROVED BY CITY 'ENGINEER, WIDEN SIDEWALK TO PROVIDE MAN, CLEAR DISTANCE PER STD. DWG. NO.413.

- ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED OFF WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.

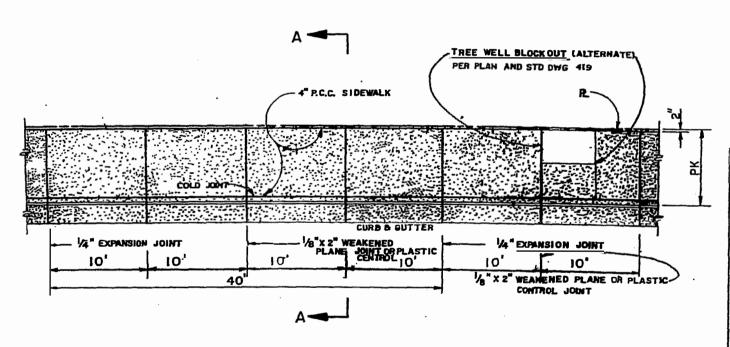




DIMENSIONS:

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:

- $\frac{1}{4}$ " expansion joints shall be placed at 40' intervals and at the end of all curb returns.
- 2. 1 X 2" WEARDED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS.
- EXPANSION JOINTS AND WEARENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURS.
- FOR EXPANSION JOHNT AND WEAVENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
- SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
- CONCRETE SHALL BE 520 C 2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
- FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.

 TREE WELL BLOCKOUTS TO BE CONSTRUCTED W/ LOCATION B SPACING PER PLAN.

 JO INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED IF JOINING EXISTING IMPROVEMENTS.

 EXISTING IMPROVEMENTS.

 AS OTHERWISE SHOWN ON SIDEWALK SHALL BE ROUNDED WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON SID. DWG. NO. 314.

 WIDEN SIDEWALK TO. PROVIDE MIN. CLEAR DISTANCE PER SID. DWG. NO. 413.

- SIDEWALK WIDTH IS SHALL BE PER STD. DWG. NO. 411 .

CITY OF COSTA MESA

CALIFORNIA

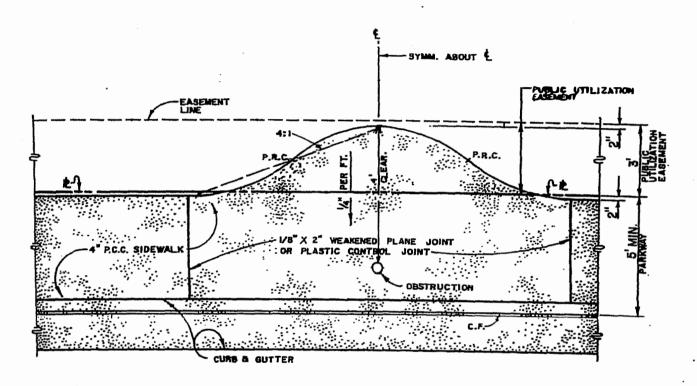
PUBLIC SERVICE DEPARTMENT

COMMERCIAL SIDEWALK DETAILS

DRAWN W. A.B. SCALE_NONE

STD. DWG. NO.

APPROVED



PLAN

NOTES:

- 1. FOR STANDARD SIDEWALK DETAILS, SEE STD. DWB. NO. 411 AND/OR 412. 2. FIRE HYDRANTS SHALL BE 2' CLEAR OFF OF THE CURB FACE. 3. NO VERTICAL COSTRUCTION WITHIN 3' CLEAR OF DRIVEWAY TOP OF " χ ."

- MAILBOXES SHALL BE 6" CLEAR OFF THE CURS FACE, ULTMATE LOCATION, HEIGHT, AND MATERIAL TO BE APPROVED BY LOCAL POSTPLASTER. FOWER POLES, GUY ARCHORS, AND STREET LIGHTS SHALL BE 18" CLEAR OFF CURB FACE.

CITY OF COSTA MESA **CALIFORNIA**

PUBLIC SERVICES DEPARTMENT

DRAWN W.A.B. SCALE NONE

APPROVED.

R.C.E. 19386

DIMENSIONS:

PK = PARKWAY WIDTH

8 . SIDEWALK WIDTH SEE HOTE 7

50' R/W--PK=5'

60' R/W--PK=10'

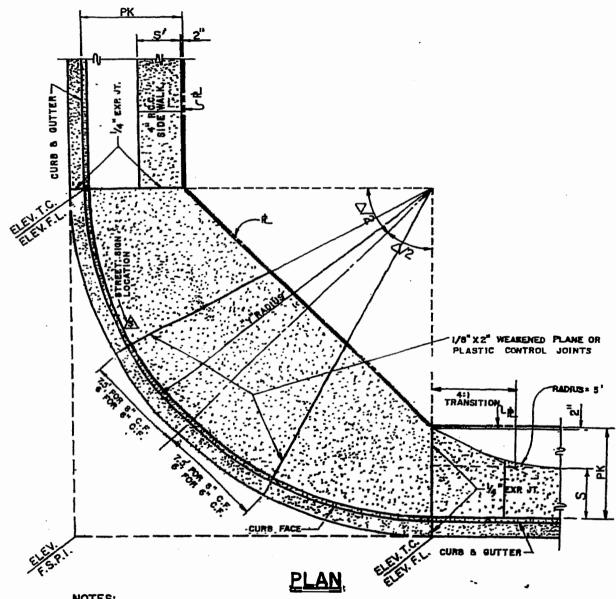
64 ' R/W--- PK = 7'

106' R/W---PK=7'

120' R/W-- PK= 8'

"Y" - RADIUS YARIES (25' OR 35')

5' = 4'-0"



NOTES:

- " EXPANSION JOINTS SHALL BE PLACED AT END OF CURB RETURNS.
- 2. "" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED SO AS NOT TO EXCEED IO Q.C. AT R.
- FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWS. NO. 314,
- 4. CONCRETE SHALL BE PER CURRENT EDITION OF STANDARD SPECIFICATIONS
 FOR PUBLIC WORKS CONSTRUCTION SEC. 201-LL2, CLASS 520C-2500

 5. ALL ELEVATIONS PER PLAN. FOR CROSS GUTTERS F.L.P. 1, PER STD. DWG. NO. 415 SHALL SE 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 RECUMEMBERTS.

CITY OF COSTA MESA CALIFORNIA

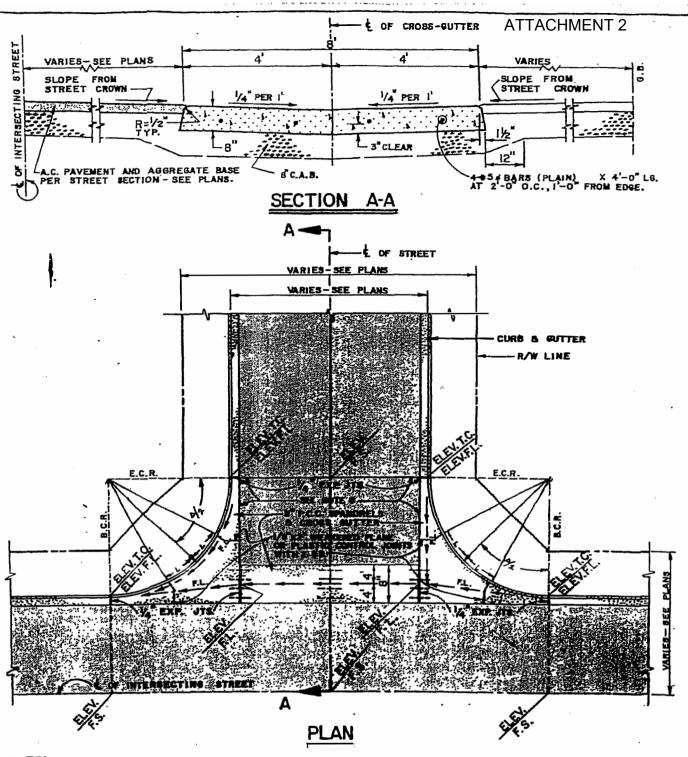
PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK RETURN

DRAWN WAB SCALE _NONE

APPROVED_

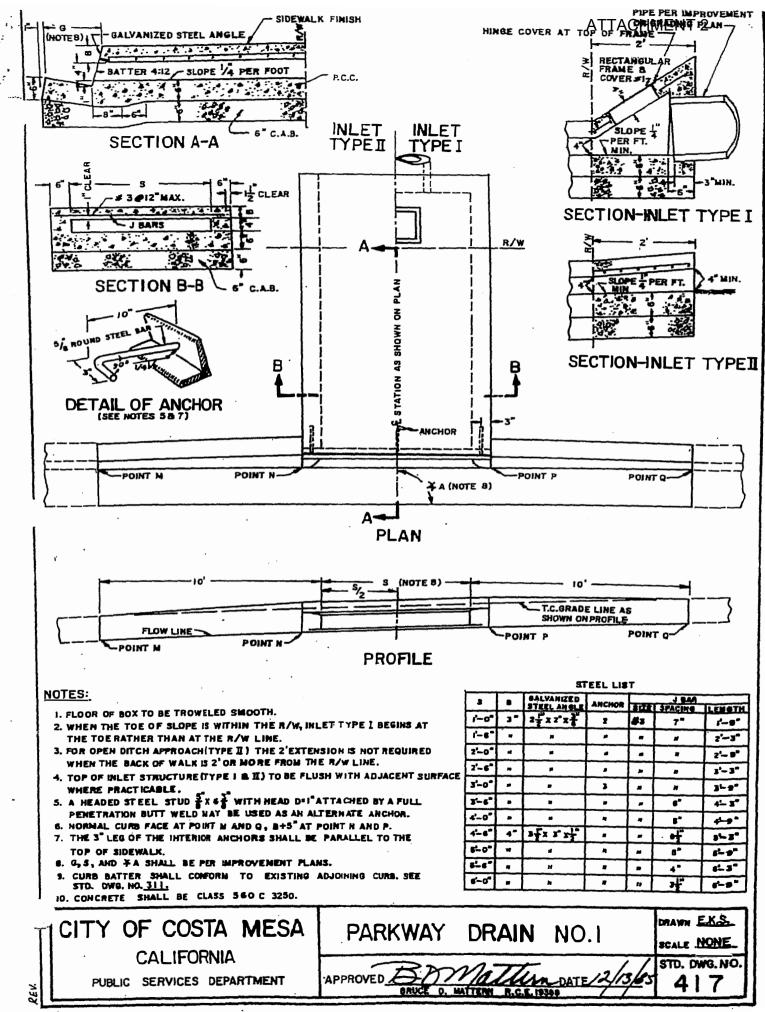
STD. DWG. NO. 4 | 4356

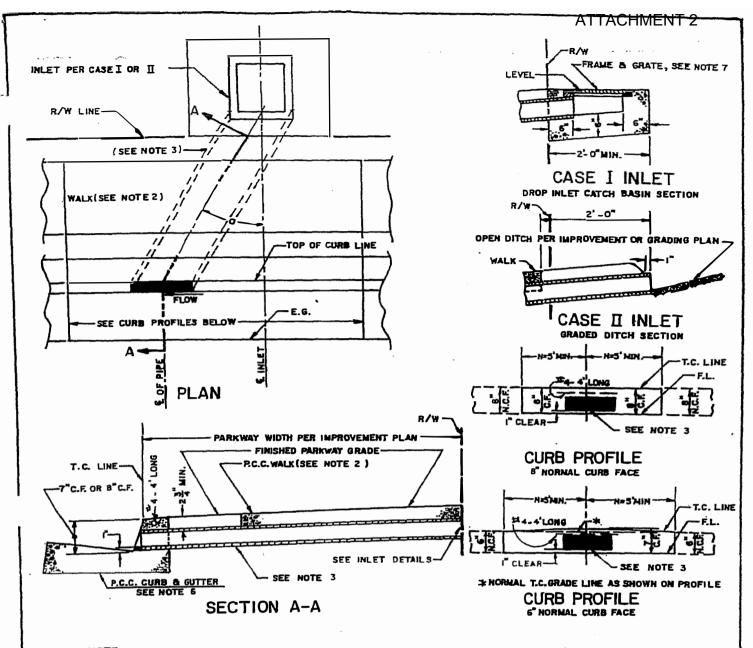


NOTES:

- 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 PUREAU 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 DRAWAGE STRUCTURES CONSTRUCTED TO MITIGATE THE ADVERSE EFFECTS OF MUISANCE WATER AND FULL CONCRETE AFROM WITH
 - ECHMSION JOINTS ALONG Q AND ALONG EDGE OF GUTTERS.

DRAWN MKS CITY OF COSTA MESA TYPICAL CROSS-GUTTER SCALE NONE **CALIFORNIA** STD. DWG. NO APPROVED 4 PUBLIC SERVICES DEPARTMENT BRUCE D. MATTERN . R.C.E. 19364





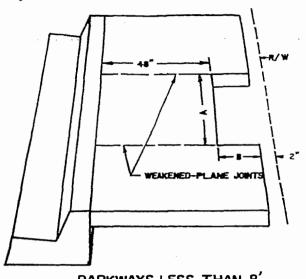
NOTE:

- I. 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 COMJUCTION WITH PARKWAY CULVERT.
- IN COMMUNITY PARTY IN CONTROL OF PARTY IN CONTROL OF PARTY AND C.F. OVER PIPE SHALL BE ALHAMETA FUNDATY A470 OR EQUAL WITH THE SIZE AS-SPECIFED ON PLAR, FOR SIZES OTHER THAN 3 X 5,9,12" N SHALL BE 10' AND C.F. OVER PIPE SHALL BE PUBLICATED 1" FOR 1".

 4 NLET CASE TO BE SPECIFIED ON INFROVEDENT OR GRADING PLAN.
- S. ANGLE "Q" EQUALS O" UPLESS OTHERWISE SPECIFIED.
- S. TYPE, DIMENSIGHE, AND ELEVATIONS OF P.C.C. QUES AND QUITTER PER IMPROVMENT PLAN.
- 7. INLESS OTHERWISE SPECIFIED, FRANE AND GRATE FOR INLET CASE I SHALL BE ALHAMBRA FOUNDRY 14" X 24" TYPE A-2422 (GALVANIZED) OR EQUAL, PLACED LEVEL.
- B. CONCRETE SHALL BE CLASS 520C 2500.

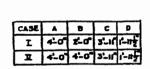
	CITY OF COSTA MESA	Ι ΡΔΑΚΙΜΑΥ ΠΡΑΙΝΙΝΙΟ 2 Ι	DRAWN E.K.S. SCALE NONE
١	CALIFORNIA	BARROTTE 11/1	STD. DWG.NO.
	PUBLIC SERVICES DEPARTMENT	APPROVED BAUGE D. MATTERN R.C.E. 19388	418

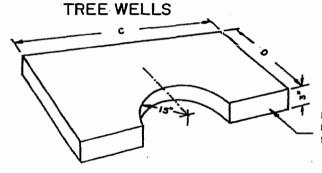


ATTACHMENT 2 WEAKENEDPLANE JOHTS

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

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





POROUS, PERSEABLE P.C.C. 16 GAUGE WIRE NESH.

POROUS TREE WELL COVER



TYPICAL SECTIONS

NOTES:

- I. 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 CURS RETURNS.

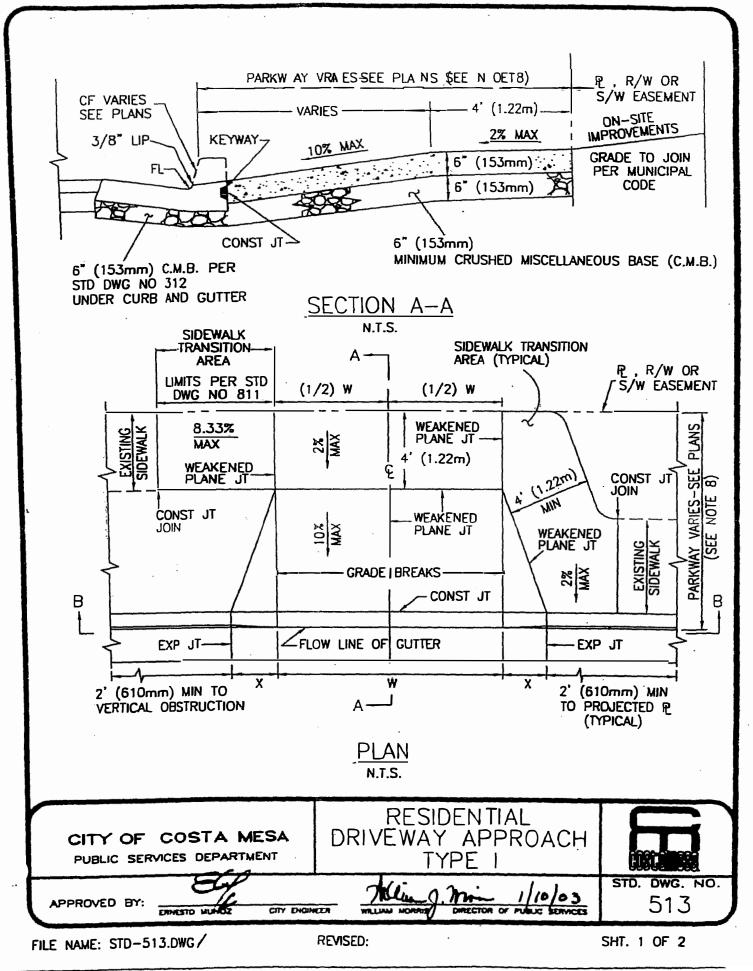
 B. 15' FROM LIGHT STANDARDS AND POWER POLES.

 C. 10' FROM FIRE HYDRANTS, DRIVEWAYS, HOUSE WALKS, UTILITY METERS, PEDESTALS.

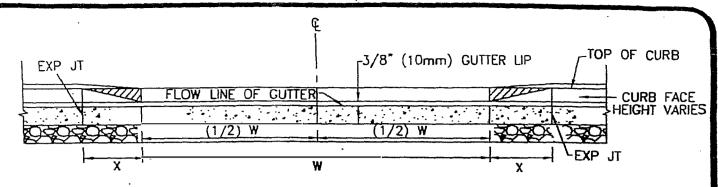
 D. 10' FROM ALL UTILITY LATERALS AND MAINS.
- A. TREE WELLS ARE TO BE BACKFILLED WITH CLEAN DIRT AND FLUSH WITH ADJACENT WALK UNTIL TREES ARE PLANTED.

SIDEWALK CITY OF COSTA MESA TREE WELL & COVER **CALIFORNIA** APPROVED Con DATE PUBLIC SERVICES DEPARTMENT

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



361



SECTION B-B

DIMENSIONS

N.T.S.

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:

EUNESTO MUNICZ

CITY ENGINEER

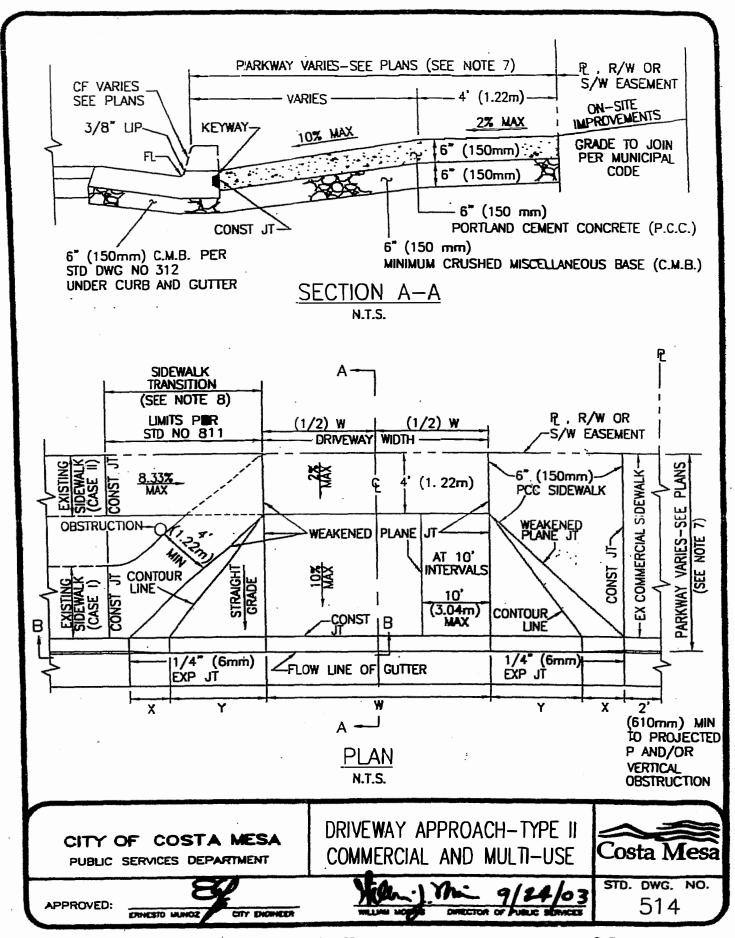
WILLIAM MORNING DIRECTOR OF AVAILE SERVICES

STD. DWG. NO. 513

FILE NAME: STD-513.DW

REVISED:

SHT. 2 OF 2

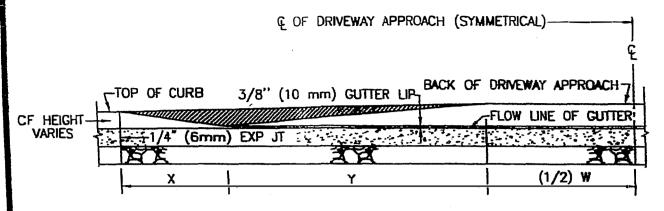


FILE NAME: STD-514.DWG

4. N.

REVISED:

SHT. 1 OF 2



SECTION B-B

N.T.S.

<u>DIMENSIONS</u>

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



APPROVED:



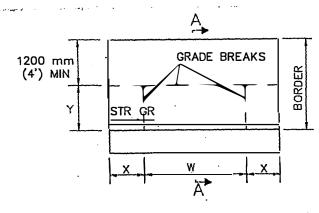
1/24/03 DIRECTION OF PUBLIC SERVICES

514

FILE NAME: STD-514.DWG

REVISED:

SHT. 2 OF 2



1200 mm (4') MIN Υ 25 mm (1") CF CF (TI () N | Δ - Δ

TYPE A

_			Ą			
1200 mm (4') MIN		·	GF	RADE	BREAK	S
Y	 1					
	x .		W ☆►		- X	
	<u>T</u>	YF	E E	<u>B</u>		

X, mm	Y, mm
900 (3'-0")	1200 (4'-0")
1050 (3'-6")	1425 (4'-9")
1200 (4'-0")	1700 (5'-8")
1350 (4'-6")	1950 (6'-6")
1500 (5'-0")	2175 (7'-3")
	2400 (8'-0")
1800 (6'-0")	2625 (8'-9")
	900 (3'-0") 1050 (3'-6") 1200 (4'-0") 1350 (4'-6") 1500 (5'-0")

NC TES:

- 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.
- 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 ENGLISH VALUES.

INTEGRAL CURB	A
1200 mm (4") MIN	GRADE BREAK
Y	PR R
Ġ,	w A
	TYPE C

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER

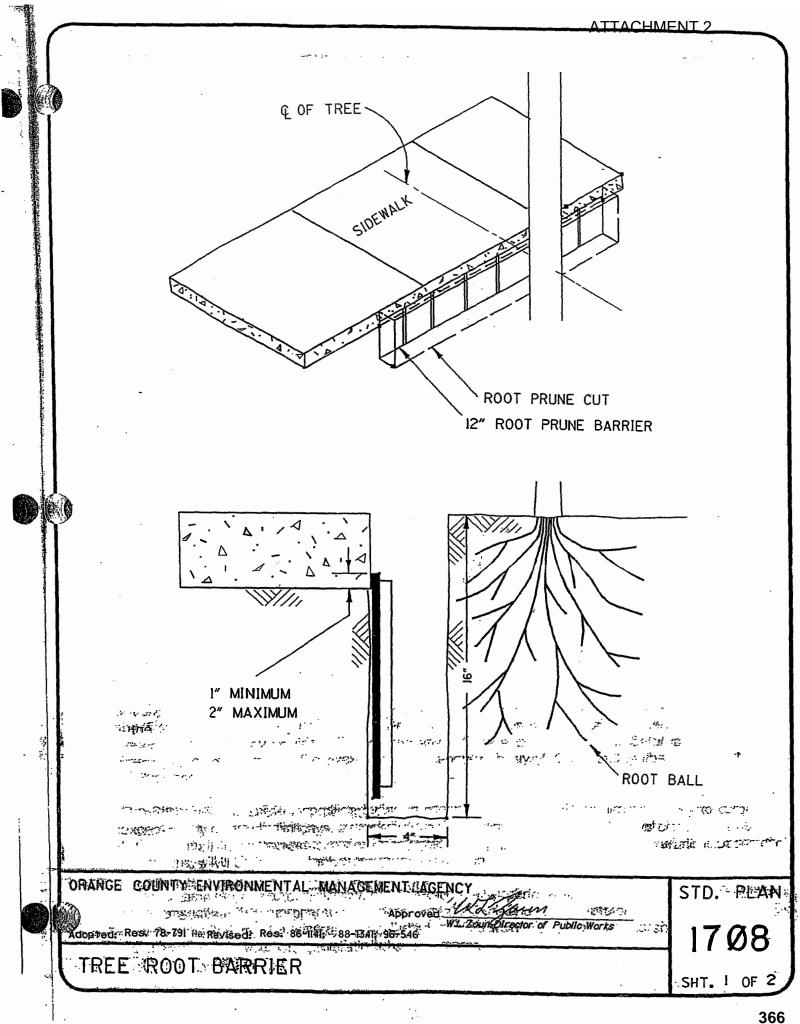
PROMULGATEO BY THE PUBLIC WORNE STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1998

DRIVEWAY APPROACHES

STANDARD PLAN METRIC

110 - 1 SHEET 1 OF1

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION



Tree Trimming:

- 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 $\frac{1}{2}$ " high (minimum) raised vertical ribs spaces 6" to 8" apart the full depth of the barrier and shall be expressly designed for root deflection.

Barrier used for root pruning shall have a minimum depth of 12" with a minimum thickness of $\emptyset.\emptyset6$ ". Barriers shall be 16 feet long in one continuous piece (preferred) or in a combination of pieces securely fastened with adhesive at joint points.

DRANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

soraved Williams

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

TREE ROOT BARRIER

STD. PLAN

17Ø8

SHT.2 OF 2

UNITED STATES POST OFFICE

ATTACHMEND

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 road-way 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

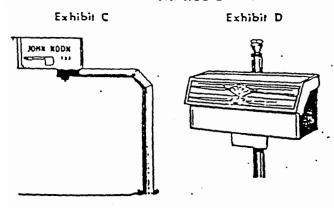
Rural boxes must be placed so that they may be safely and conveniently served by carriers without leaving their conveyances.

In all new housing tracks, we instruct the builders to install curoline 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 numanitarian and not economic criteria. Each request for a change in delivery service should be evaluated on the pasis 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



Contract Delivery Routes

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

General Requirements

The placement of mailboxes on both rural and contract routes must be sale and convenient for carners. 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 convevance. 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 night-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 (FHWAT) has determined that mailbox supports no large than 4 inches by 4 inches or a 4½-inch diameter wood post or a 2-inch diameter standard steel of 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:

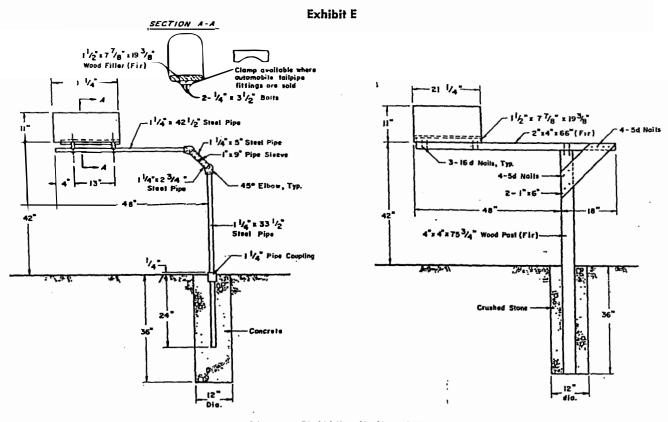
1. List the unit location, type, and manufacturer in the lest-hand column (omit manufacturer if all items are in order).

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

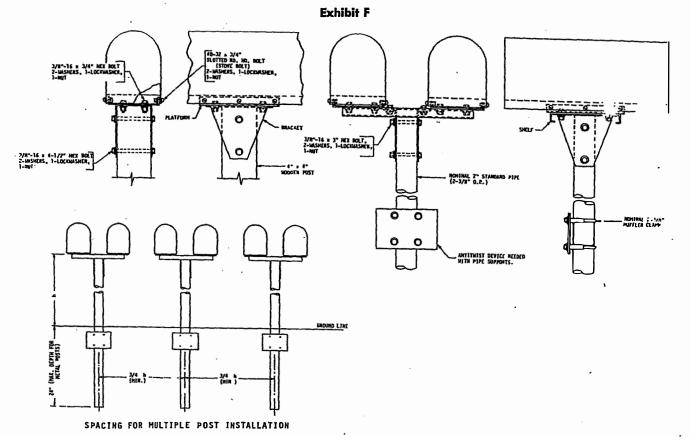
OK—Equipment does not need attention for this item.

X—Equipment needs attention for this item. NA—Item does not apply to this particular piece of equipment.

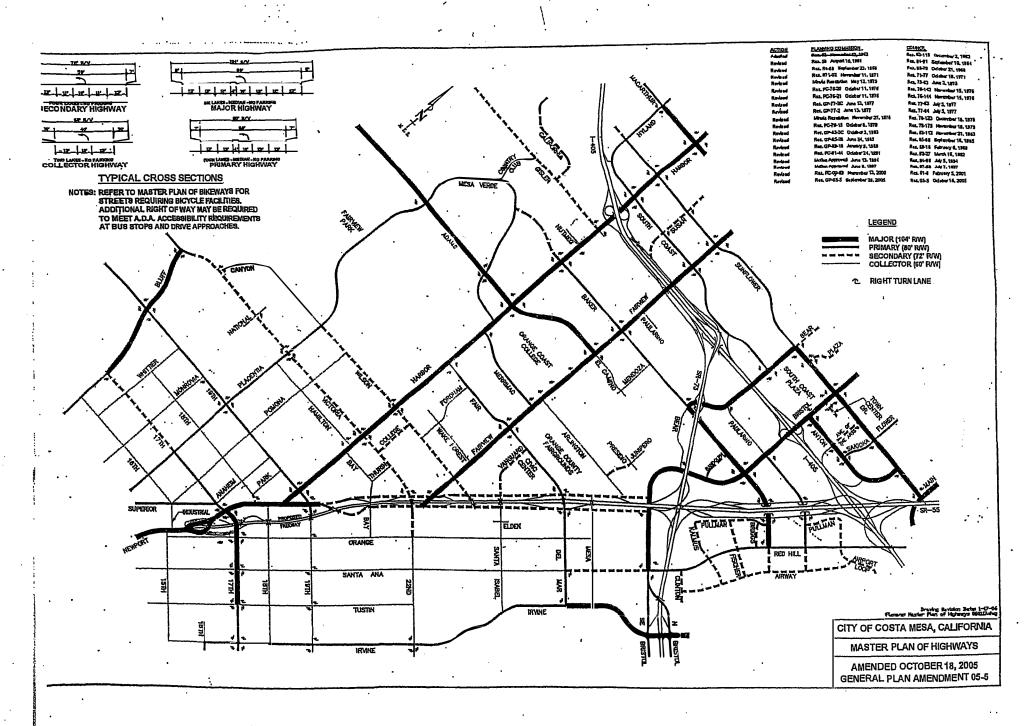
- 3. Examine the following items and annotate Exhibit G:
- a. Equipment should be straight, vertical, and firmly mounted. Attempt to shake the unit; it should not move. If equipment is not firmly mounted, note whether it is the connection at ground level that is loose or the pedestal to customer compartments 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



CANTILEVER MAILBOX SUPPORTS

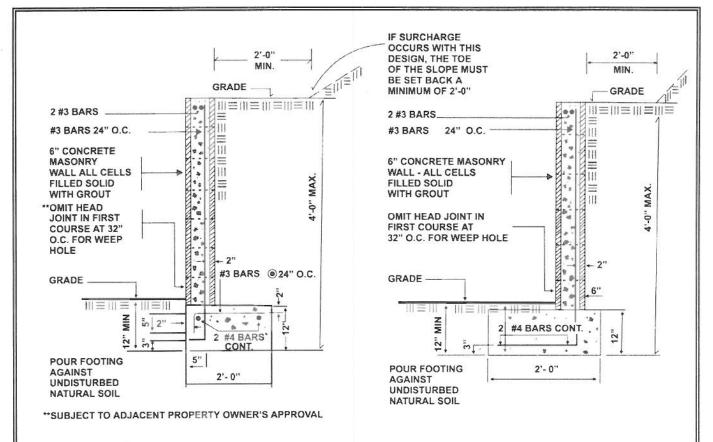


SINGLE AND DOUBLE MAILBOX INSTALLATIONS





City of Costa Mesa Building Division RETAINING WALLS



NOTES:

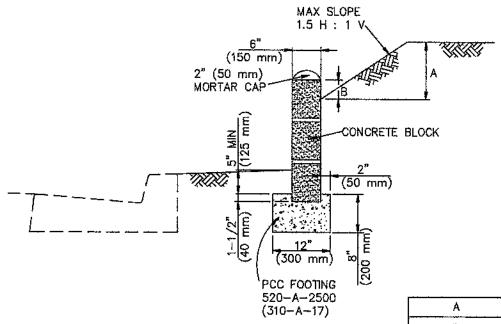
- Retaining wall shall be grouted solid.
- 2. Reinforcing splices in masonry shall be lapped not less than 15", in concrete not less than 12".
- 3. Omit mortar at head joints of first course at 32" o.c.
- 4. Mortar shall be no leaner than 3 to 1.
- 5. Inspection required prior to grouting cells.
- 6. 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.

372



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

- 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.
- 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

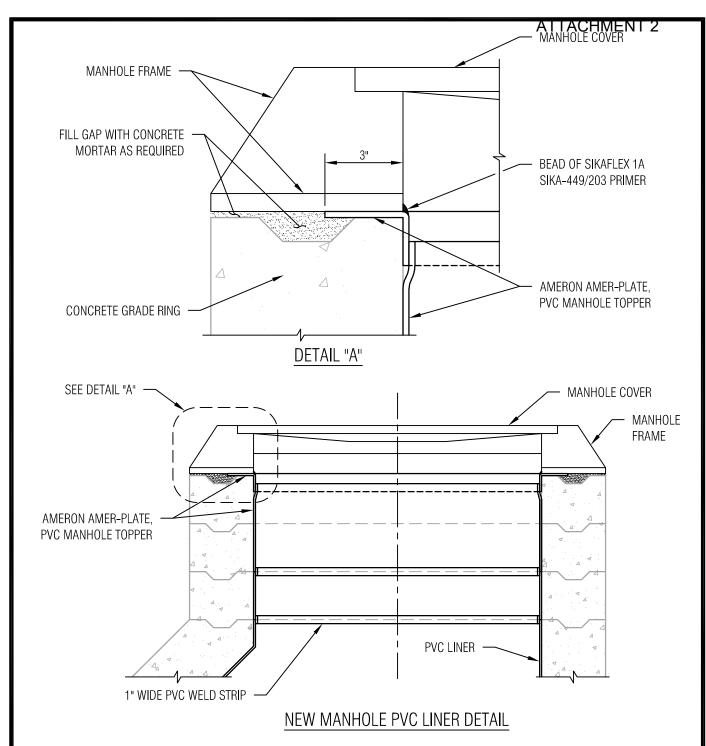
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2005, 2009, 2010

CONCRETE BLOCK SLOUGH WALL

STANDARD PLAN

022-4

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION



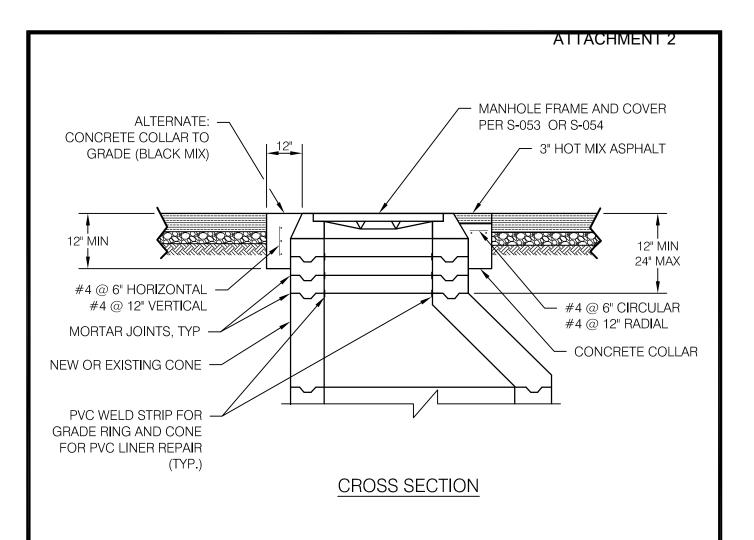
- 1. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO ONE-EIGHTH INCH HIGH.
- ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK
 WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT 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.

			ORANGE COUNTY SANITATION DISTRICT ORANGE COUNTY, CALIFORNIA	
			APPROVED BY	
1	EDAC	02/22/2017	141/2006/20/10	
NO.	APPROVED	DATE	DIRECTOR OF ENGINEERING DATE	

PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE NO SCALE

STANDARD DWG.

S-050A



- 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.

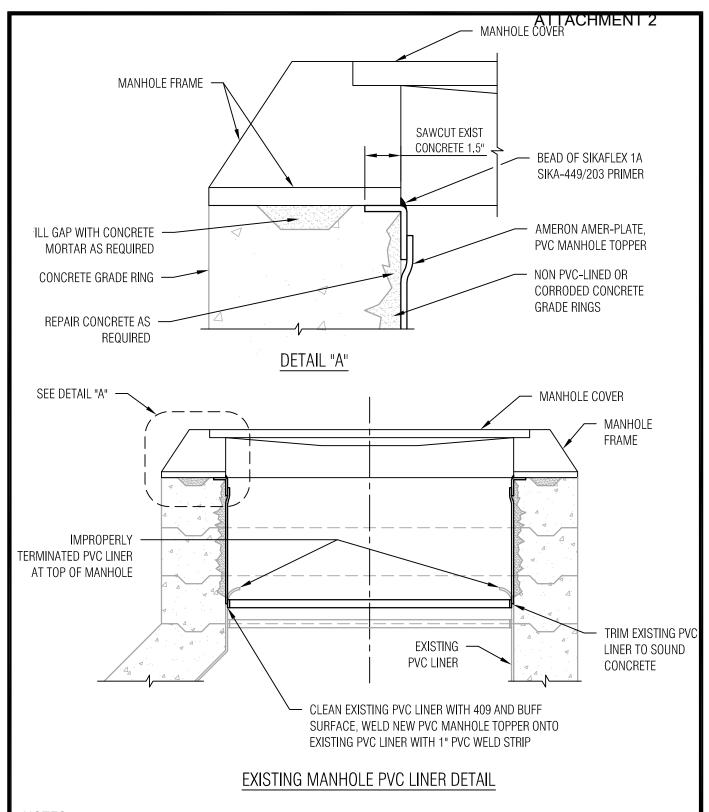
			ORANGE COUNTY SANITATION DISTRICT
			ORANGE COUNTY, CALIFORNIA
			APPROVED BY
1	EDAC	02/22/2017	1/1/2 m - 6/20/10
NO.	APPROVED	DATE	DIRECTOR OF ENGINEERING DATE

MANHOLE ADJUSTMENT TO GRADE

NO SCALE

STANDARD DWG.

S-055



- 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.

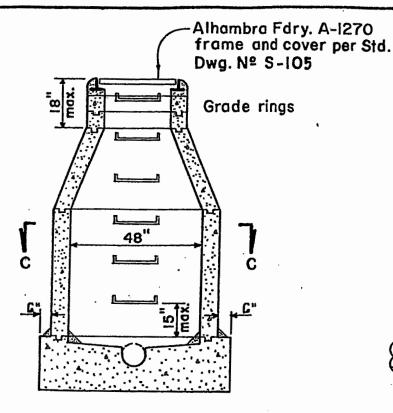
			ORANGE COUNTY SANITATION DISTRICT ORANGE COUNTY, CALIFORNIA
			APPROVED BY
1	EDAC	02/22/2017	(tet / hss 6/20/18
NO.	APPROVED	DATE	DIRECTOR OF ENGINEERING DATE

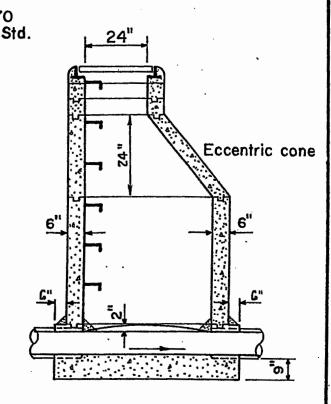
PVC LINER REPAIR EXISTING MANHOLE

NO SCALE

STANDARD DWG.

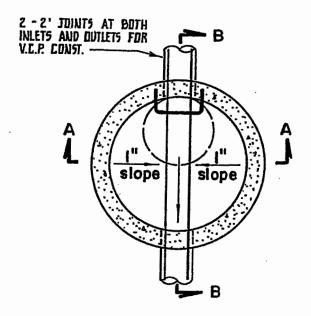
S-055A





SECTION A-A

SECTION B-B



SECTION

NOTES:

- Manholes shall be precast concrete as manufactured by Associated Concrete Products, Inc., or approved equal.
- 2. Concrete base and stub walls shall be poured in one operation to an elevation 2" above top of pipe.
- 3. Concrete shall be Class 560-L-3250 .
- 4. Depth of the channel shall equal pipe diameter for all sizes of pipe.
- 5. The floor of manholes shall be steel troweled.
- Steps shall be polypropylene w/a 1/2" diameter steel core meeting ASTM A - 82, ASTM C-478, ASTM type II grade 43758, 16" O.C.
- Manhole bases must be poured against undisturbed soil.
- 8. Steps for manhole shall be placed upstream.
- 9. Mortar for joints shall be per Costa Mesa Sanitary
 District Std. Dwg. No. S-103. REVISED 1/21/99

COSTA MESA SANITARY DISTRICT

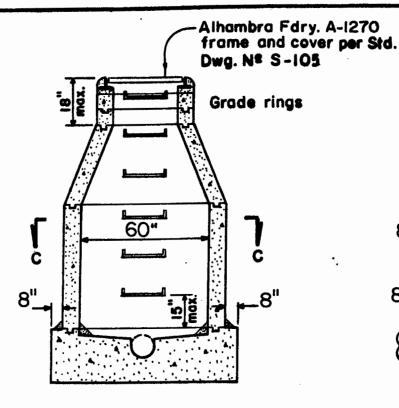
Standard 48" I.D. Manhole

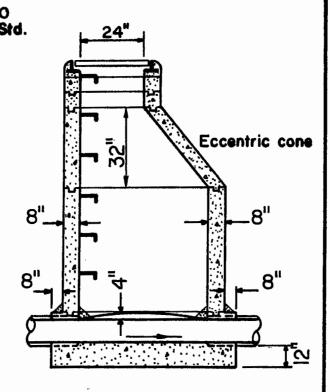
Approved:

Date: 6-18-82

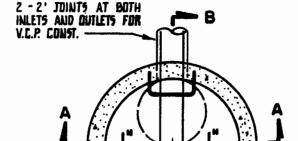
District Engineer - R.C.E. 31720

Drawing Nº: S-100





SECTION A-A



SECTION C-C

NOTES:

 Manholes shall be precast concrete as manufactured by Associated Concrete Products, Inc., or approved equal.

SECTION B-B

- Concrete base and stub walls shall be poured in one operation to an elevation 4" above top of pipe.
- 3. Concrete shall be Class 560-6-3250 .
- Depth of the channel shall equal pipe diameter for all sizes of pipe.
- 5. The floor of manholes shall be steel troweled.
- 6. Steps shall be polypropylene w/a 1/2 "Dlameter steel core meeting ASTMA-82, ASTM G-478, ASTM type II grade 437 58, 16"0.C.
- 7. Manhole bases must be poured against undisturbed soil.
- 8. Steps for manhole shall be placed upstream.
- Mortar for joints shall be per Costa Mesa Sanitary District Std. Dwg. No. S-103.

COSTA MESA SANITARY DISTRICT

slope

Standard 60" I.D. Manhole

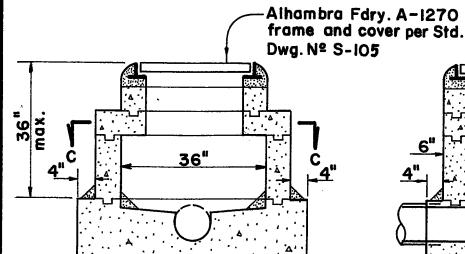
Approved:

Boto:

District Engineer - R.C.E. 31720

Drawing Nº: S-100-A

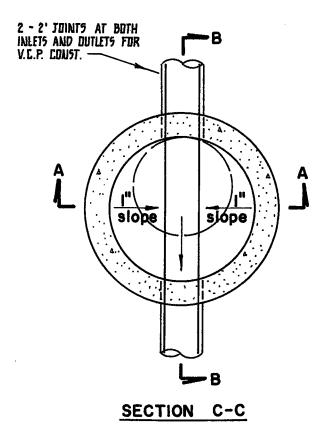
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Eccentric Flattop

SECTION A-A

SECTION B-B



NOTES:

- Manholes shall be precast concrete as manufactured by Associated Concrete Products, Inc., or approved equal.
- 2. Concrete base and stub walls shall be poured in one operation to an elevation 2^m above the top of pipe.
- 3. Concrete shall be Class 500-C-3250
- 4. Depth of the channel shall equal the pipe diameter for all sizes of pipe.
- 5. The floor of the manhole shall be steel troweled.
- 6. Manhole: bases must be poured against undisturbed soil.
- 7. Mortar for joints shall be Costa Mesa Sanitary District Std. Dwg. No. S-103.

COSTA MESA SANITARY DISTRICT

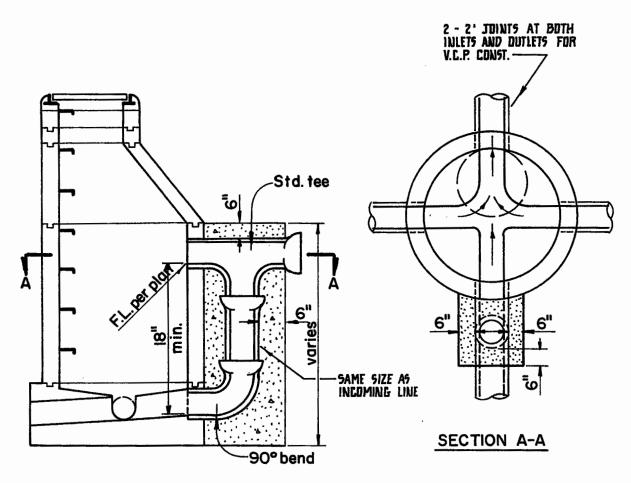
Standard 36" I.D. Manhole

Approved:

District Engineer - R.C.E. 3172

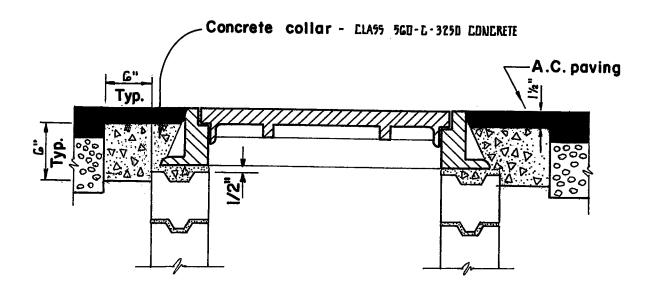
Drawing Nº: S-101

379



- 1. Manhole construction shall conform to Costa Mesa Sanitary District Std. Dwg. No. S-100.
- 2. Concrete encasement shall be Class 560-C-3250
- Encasement shall be poured against undisturbed soil, or temporary forms to the dimensions shown above.
- 4. V.C.P. sewer pipe shall not protrude into manholes.
- 5. Steps for drop manholes shall be installed downstream.
- G. DROP MANHOLE TO BE USED WHEN SLOPE OF INCOMING MAIN EXCLEEDS 10 %.

COSTA MESA	SANITA	Approved: Date: G-18-82	
Standard	Drop	Manhole	District Engineer - R.C.E. 31720 Drawing Nº: S-102 386



- 1. Sewer manhole frame and cover shall be Alhambra Foundry A-1270, or approved equal.
- 2. COVER TO BE STAMPED 'SEWER'
- 3. See Std. Dwg. S-103 for grade ring joint detail.
- 4. See Std. Dwg. S-100 for manhole construction detail.

COSTA MESA SANITARY DISTRICT

Manhole Cover Detail

Approved:

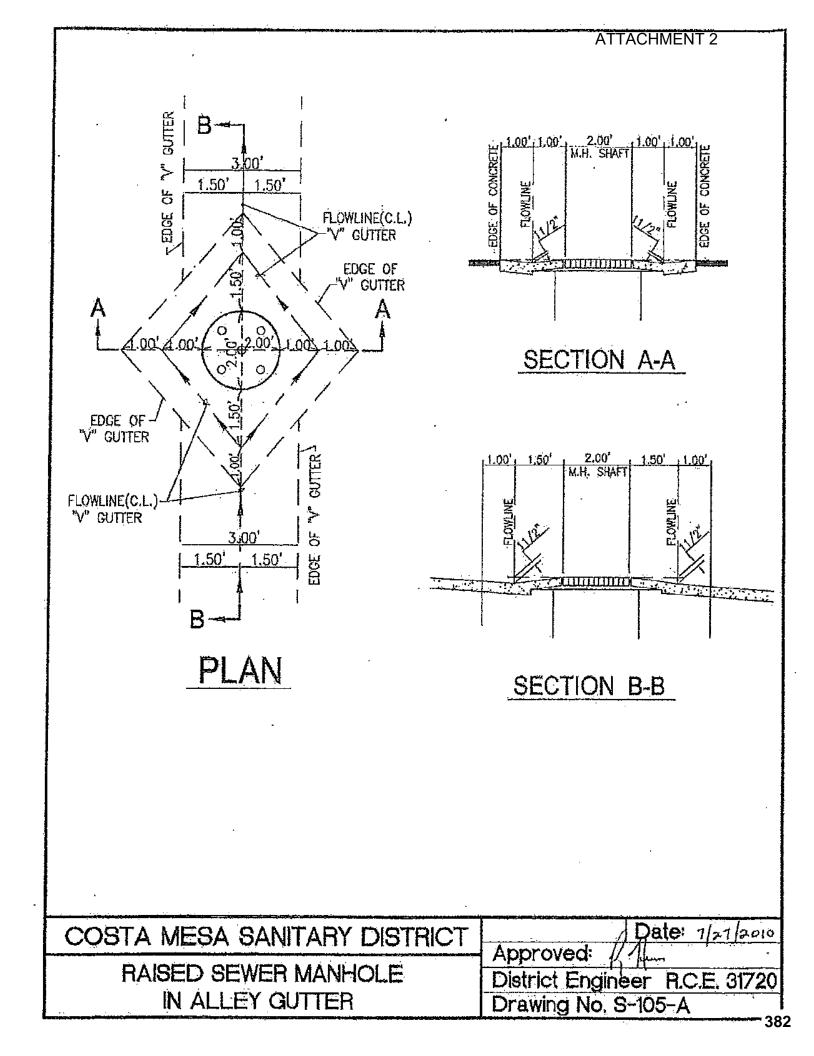
A B. How

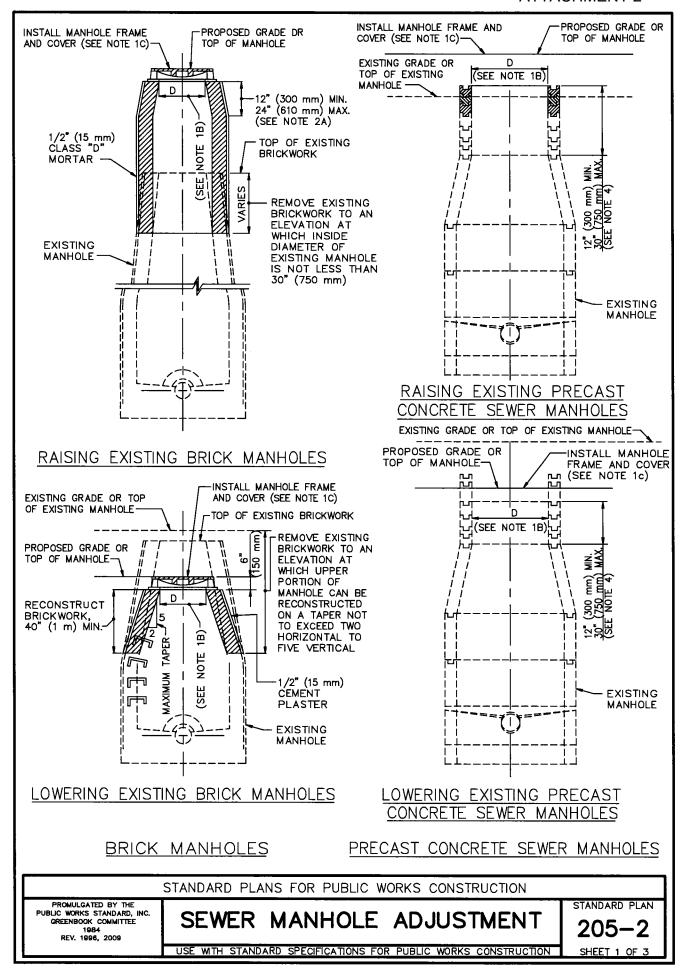
17. Harry

C-18-82

District Engineer - R.C.E. 31720

Drawing Nº: S-105





1. GENERAL

- A. EXCEPT AS INDICATED HEREON OR ON THE PLANS, MANHOLES SHALL CONFORM TO: SPPWC 200, PRECAST CONCRETE SEWER MANHOLE AND SPPWC 203, BRICK SEWER MANHOLE.
- B. DIMENSION "D" SHALL BE THE SAME AS THE SIZE OF MANHOLE FRAME AND COVER TO BE USED.
- C. THE CONTRACTOR MAY REUSE THE EXISTING MANHOLE FRAME AND COVER, UNLESS DAMAGED DURING THE WORK OR WHEN OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE AGENCY.
- D. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MANHOLE REMOVAL LIMITS IS SHOWN ON THE PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 2" (50 mm) BEYOND THE INSIDE FACE OF THE BRICK MANHOLE AND THE HOLES SHALL BE FILLED WITH CLASS "D" MORTAR.
- 2. RAISING EXISTING BRICK MANHOLES
 - A. BRICK MANHOLES TO BE RAISED LESS THAN 1' (300 mm) MAY BE EXTEND VERTICALLY, PROVIDED THAT AT A DEPTH OF 2 1/2' (750 mm) BELOW THE TOP OF THE MANHOLE AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MANHOLE IS 30" (750 mm) OR GREATER.
 - B. BRICK MANHOLES TO BE RAISED LESS THAN 3 1/2" (90 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MANHOLE IS TO BE RAISED 3 1/2" (90 mm) OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICKWORK.
- 3. LOWERING EXISTING BRICK MANHOLES
 - A. WHERE A BRICK MANHOLE IS TO BE LOWERED LESS THAN 1' (300 mm), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 40" (1 m) MINIMUM BRICKWORK RECONSTRUCTION OMITTED, PROVIDED THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MANHOLE MORE THAN AN AVERAGE OF 1 1/2" (35 mm) IN ANY QUADRANT NOR MORE THAN 2" (50 mm) AT ANY POINT.
- 4. RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES
 - A. PRECAST CONCRETE MANHOLES TO BE RAISED LESS THAN 3" (75 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING MANHOLE, PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 3" (75 mm).
 - B. WHERE THE PRECAST CONCRETE MANHOLE IS TO BE RAISED 3" (75 mm) OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, WOULD EXCEED 3" (75 mm), GRADE RINGS SHALL BE UTILIZED. CLASS "D" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 3" (75 mm) IN HEIGHT. WHERE RAISING THE MANHOLE WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 30" (750 mm) IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

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SHEET 2 OF 3

SEWER MANHOLE ADJUSTMENT

- 5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES
 - A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.
 - B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.
 - C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTING MORTAR IS REMOVED, AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.
- 6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:
 - A. THE MAXIMUM ID OF SEWER PIPE CONNNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).
 - B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.
 - C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.

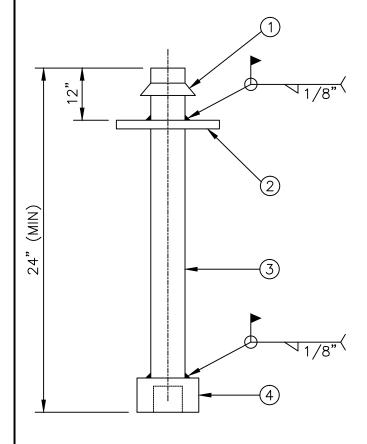
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SEWER MANHOLE ADJUSTMENT

STANDARD PLAN

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VALVE STEM EXTENSION

- (1) A.W.W.A. 2" SQUARE OPERATING NUT
- 2 5" DIA. x 3/16" SPACER PLATE 12" BELOW TOP OF OPERATING NUT
- (3) 1 1/4" ROUND OR SQUARE STOCK (PINNED COUPLERS ARE NOT ALLOWED)
- (4) SOCKET FOR 2" SQUARE OPERATING NUT

NOTES

- PROVIDE VALVE STEM EXTENSION WHEN DEPTH TO TO VALVE NUT EXCEEDS 48" INCHES (FABRICATE EXTENSION TO FIELD MEASUREMENT – SEE NOTE 2)
- 2. NO VALVE STEM EXTENSION SHALL BE LESS THAN 24" IN LENGTH.
 TERMINATE EXTENSION 24" TO 30" FROM FINISHED GRADE.
- 3. PROVIDE ADDITIONAL SPACER PLATE WHEN DISTANCE TO BOTTOM SOCKET EXCEEDS 5 FEET.

mcwd#15.dwg 04/02/2018

MESA WATER DISTRICT

VALVE EXTENSION

DRAWN BY:
RJW

DATE:
APR 2018

STANDARD DRAWING

15

SECTION "G"

APPENDIX "C" COMMUNITY WORKFORCE AGREEMENT

COMMUNITY WORKFORCE AGREEMENT BY AND BETWEEN THE CITY OF COSTA MESA

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS

SIGNING THIS AGREEMENT

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COMMUNITY WORKFORCE AGREEMENT

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

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

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

RECITALS

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

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

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

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

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

ARTICLE 1 DEFINITIONS

- Section 1.1 "Agreement" or "CWA" means this Community Workforce Agreement.
- Section 1.2 "Apprentice" means those craft employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.
- Section 1.3 "Construction Contract" or "Construction Contracts" means those contracts entered into by the City, for the construction of Project Work as specified in Section 2.2.
- Section 1.4 "Contractor" means any individual firm, partnership, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City including any Subcontractors of any tier, with respect to Project Work under this Agreement.
- Section 1.4.1 "General Construction Contractor" or "GCC" means a prime Contractor retained directly by the City to perform Project Work and has entered into a Construction Contract.
- Section 1.4.2 "Subcontractor" means a Contractor who is retained by a GCC, or another lower tier Contractor, to perform Project Work.
- Section 1.5 "City" means the City of Costa Mesa, a municipal corporation.
- Section 1.6 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.
- Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally bind such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form of which is attached hereto as "Attachment A."
- Section 1.8 "CWA Administrator" means the City's authorized representative who will be the primary liaison between the City, Contractors, and the Unions; responds to inquiries about the CWA; monitors compliance with the CWA, and develops and implements programs set forth in the CWA.
- Section 1.9 "Project", "Project Work" or "City Project" means the work administered through the City of Costa Mesa Public Services Department, subject to the State of California public contracting laws, authorized by the City Council pursuant to a Construction Contract entered into by the City, and as further described in Section 2.2.

- Section 1.10 "Master Labor Agreements" means the local collective bargaining agreements of the signatory Unions having geographic and trade jurisdiction over the Project Work and which have signed this Agreement.
- Section 1.11 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.
- Section 1.12 "Local Hires" means individuals identified in Section 3.5, prioritized as set forth therein, who are employed by Contractors as craft employees to perform Project Work and have priority in being dispatched by the respective Unions.
- Section 1.13 The use of masculine, feminine or neutral gender or titles in this Agreement should be construed as including all genders and gender neutral, and not as gender limitations, unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2 SCOPE OF THE AGREEMENT

- Section 2.1 <u>General</u> This Agreement shall apply to Project Work, as defined in Section 2.2, performed by those Contractor(s) of whatever tier that are performing work pursuant to Construction Contracts awarded for such work by the City.
- Section 2.2 Specific Project Work covered by this Agreement is defined and limited to:
- 2.2.1 All construction and major rehabilitation work awarded to a GCC, inclusive of the GCC's Subcontractors, listed on the Projects List (Attachment F) are covered by the terms and conditions of this Agreement, including Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) hired by a Contractor, pursuant to a Construction Contract for one of the Projects identified in Attachment F, who are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance."
- 2.2.2 The City may, at any time and at its sole discretion, add additional projects to be performed under this Agreement. The City may remove projects from Attachment F that do not move forward due to funding limitations, legal constraints, City priorities, or other factors that impact the feasibility of the Project. In the instance of the City, the Public Services Director or designee has the authority to approve such additions, modification, and deletions to **Attachment F**. If the City removes a Project from the Project List, and subsequently determines, in its sole discretion, to move forward with that same Project, that Project shall be added to the Project List.

Section 2.3 Bundling of Contracts

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

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

- 232 Project Work will not be intentionally split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.
- Section 2.4 <u>Applicability</u> This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.
- Section 2.5 <u>Exclusions</u> Items specifically excluded from the scope of this Agreement include the following:
- 2.5.1 Work of non-manual employees, including but not limited to: superintendents; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;
 - 2.5.2 Equipment and machinery owned, controlled, and operated by the City;
- 2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, the movement of materials or goods between a Project site and lay down or storage areas for equipment and materials dedicated solely to the Project are within the scope of this Agreement;
- 2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to, architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement.
- 2.5.5 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by Federal, state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);
 - 2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.5.7 Work by employees of a manufacturer or vendor supervising the work of craft employees under this Agreement, necessary to maintain such manufacturer's or vendor's warranties or guaranty;
- 2.5.8 Non-construction support services contracted by the City or City consultants in connection with a Project;
 - 2.5.9 Laboratory work for testing or other environmental, permitting, or regulatory

compliance requirements.

- 2.5.10 All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of ready-mixed concrete, and the off-hauling of refuse from a public works site to an outside disposal location shall be covered by this Agreement.
 - 2.5.11 <u>Coverage Exception</u> This Agreement shall not apply if the City receives or is reasonably anticipated to receive funding or assistance from any Federal, State, local or other public entity for the Project if a requirement, condition or other term of receiving that funding or assistance is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. This provision shall not apply to Projects awarded prior to the City's application and/or receipt of such funding or assistance, so long as this Agreement does not jeopardize such funding or assistance.

Section 2.6 <u>Awarding of Contracts for Project Work</u>

- 2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded Project Work covered by this Agreement.
- 2.6.2 It is agreed that all GCCs that have been awarded Construction Contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "Attachment A" hereto, prior to the commencement of any Project Work. At the time that any GCC enters into a subcontract with any Subcontractor of any tier providing for the performance of Project Work, the GCC shall provide a copy of this Agreement to said Subcontractor and shall require the Subcontractor, as a part of accepting the award from the GCC, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of Project Work. No GCC or Subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.

Section 2.7 Master Labor Agreements

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

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

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

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

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

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

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

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

ARTICLE 3 UNION RECOGNITION AND CRAFT EMPLOYMENT

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

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

Section 3.3 Referral Procedures

- 33.1 For signatory Unions now having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system, and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with Federal, State, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Hires on Project Work, and to facilitate the ability of all Contractors to meet their employment needs.
- 332 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the CWA Administrator and others designated by the City, to identify and refer competent craft workers as needed for Project Work, and to identify and hire individuals, particularly Local Hires, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft workers for Project Work to be undertaken by the City.

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

Section 3.5 Employment of Local Hires

- 3.5.1 The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Hires to fulfill the requirements of the Contractors. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the Parties agree to support the hiring of Local Hires for Project Work as further described in this Section 3.5.
- 3.5.1.2 Towards that end, the Parties hereby establish a goal that 35% of all construction labor hours worked on the Project shall be from the City and the communities surrounding Project Work, Veterans, graduates from the Building Trades multi-craft core curriculum and graduates of high schools whose district boundaries include any portion of Costa Mesa, regardless of their residency, in the following order: first, area residents residing within those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, Veterans, regardless of their residency, primarily through, but not limited to, the Helmets to Hardhats program further described in Section 3.7, third, graduates of high schools whose district boundaries include any portion of Costa Mesa, regardless of their residency, fourth, graduates from the Building Trades multi-craft core curriculum, and fifth, area residents residing within the remainder of the U.S. Postal Service zip codes for Orange County, as attached hereto in "Attachment B." For dispatch purposes, employees described in this Section 3.5.1.2 shall be referred to as "Local Hires."
- 3.5.1.3 Separate and apart from the required 35% threshold for Local Hires, the Unions shall establish referral mechanisms to ensure the recruitment, training and placement of Transitional Workers into pre-apprenticeship and apprentice programs, with a goal of 10% of such Transitional Workers being placed from such programs. "Transitional Workers" means an individual who, prior to commencing work on the project, faces one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having experience with the criminal justice system; (6) suffering from chronic unemployment; and (7) emancipated from the foster care system.
- 3.5.2 The Unions agree to support pre-apprentice referral programs in the City or County of Orange. Further, the Unions agree to place on their referral rolls or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work

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

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

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

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

Section 3.8 Core Employees

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

- 382 The core work force is comprised of those craft employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by State or Federal law for the portion of the Project Work to be performed by them; and, who have the ability to safely perform the basic functions of the applicable trade.
- 383 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (e.g., payroll records, quarterly tax records, and such governmental documentation) evidencing the core employee's qualification as a core employee to the CWA Administrator and the Trades Council.
- Section 3.9 <u>Time for Referral</u> If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.
- Section 3.10 <u>Lack of Referral Procedure</u> If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of craft employees so hired, as set forth in Section 3.5.
- Section 3.11 <u>Union Membership</u> Employees are not required to become or remain union members or pay dues or fees, as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- Section 3.12 <u>Individual Seniority</u> Except as provided in Section 4.3, individual seniority shall not be recognized or applied to craft employees performing Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.
- Section 3.13 <u>Foremen</u> The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.
- Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California

will be excluded from the calculation.

ARTICLE 4 UNION ACCESS AND STEWARDS

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

Section 4.2 Stewards

- 4.2.1 Each signatory Union shall have the right to dispatch a working journeyperson as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.
- 4.2.2 In addition to his/her work as a craft employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the craft employee's appropriate supervisor. Each steward should be concerned only with the craft employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the craft employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her/their Union duties.
- 4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint, such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.
- 4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.
- Section 4.3 <u>Steward Layoff/Discharge</u> Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

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ARTICLE 5 WAGES AND BENEFITS

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

Section 5.2 Benefits

- 5.2.1 Contractors shall pay contributions to the established craft employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all craft employee—authorized deductions in the amounts designated in the appropriate Master Labor Agreement, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors that are direct signatories to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.
- 5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
- 5.2.3 Each Contractor is required to certify under penalty of perjury and provide that certification to the CWA Administrator, who may conclusively rely on such certification, that it has paid all benefit contributions due and owing to the appropriate trust(s). Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any GCC or Subcontractor who is delinquent in such payments to assure that proper benefit contributions are made.
- Section 5.3 <u>Wage Premiums</u> Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to Project Work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

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

construction contract neighborhood-friendly policies, as described in the Project specifications, or

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

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

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

Section 6.4 Shifts and Alternate Work Schedules

- 64.1 The Parties recognize the economic impact for Project Work being undertaken by the City and agree that Parties to this Agreement desire and intend Project Work to be undertaken in an effective manner to the highest standard of quality and craftsmanship. The Parties agree that, except to the extent permitted by law, craft employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked, unless required under the applicable prevailing wage determination.
- 642 It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the Construction Contract, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.
- Section 6.5 <u>Holidays</u> Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay

- 6.6.1 Except as otherwise required by State law, craft employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive pay in accordance with the applicable Master Labor Agreement.
- 6.6.2 A craft employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the craft employee's normal shift.
- 6.6.3 When a craft employee leaves the job or work location of his/her own volition or is

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

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

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

ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

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

- Section 7.2 <u>Employee Violations</u> The Contractor shall discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.
- Section 7.3 <u>Standing to Enforce</u> The City or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.
- Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement (MLA), or any local, regional, and other applicable collective bargaining agreements expire during the term of this Agreement, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application under this Agreement and/or failure of the involved parties to the Master Labor Agreement to enter into a new agreement. Terms and conditions of employment established during the term of the Construction Contract shall remain established and set. Otherwise to the extent that the Master Labor Agreement does expire and the parties to that Master Labor Agreement have failed to enter into a new agreement, work will continue under the terms of the Construction Contract on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors that are independently signatory to the affected Master Labor Agreement (hereinafter "Signatory Contractors"):
- 74.1 Each of the Unions with a Master Labor Agreement expiring must offer to its

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

- Signatory Contractors the right to continue working on the Project under all the terms of the expiring Master Labor Agreement, including the wage rates and employer contribution rates to the employee benefit funds, if the Signatory Contractor affected by that expiring Master Labor Agreement agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then all affected Signatory Contractors shall pay to its craft employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each craft employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Signatory Contractors shall be solely responsible for any retroactive payment to its craft employees.
- 7.43 Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Signatory Contractors will be given one week after the particular Master Labor Agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Signatory Contractor fails to timely select one of the two options, the Signatory Contractor shall be deemed to have selected the provisions of 7.4.2.
- Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of craft employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of craft employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of craft employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations

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

this Article.

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

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

- 7.7.1 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:
 - (a) fails to timely pay its weekly payroll; or
- (b) fails to make timely payments to the Union's Joint Labor/Management Trust Fund(s) in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Fund(s), the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours written notice of such failure to pay to the involved Contractor and to the CWA Administrator. Union will meet with the Contractor within the ten (10) day period to attempt to resolve the dispute.
- 7.7.2 Upon the payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such craft employees back to work. Notwithstanding anything to the contrary, the provisions for liquidated damages or any other delay related damages under the Construction Contract remain in full force and effect.
- Section 7.8 Expedited Enforcement Procedure Any Party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.
- 7.8.1 The Party invoking this procedure shall notify the first arbitrator identified in the List of Arbitrators attached hereto as **Attachment D**. If this arbitrator identified in Attachment D is unavailable, the Party invoking this procedure shall notify the next arbitrator listed. Should none of the named arbitrators be available, an alternate arbitrator mutually agreed upon by the Parties will be selected to hear the matter. Expenses incurred in arbitration shall be borne equally by the Contractor and Unions involved in the arbitration and the decision of the arbitrator shall be final and binding on the Contractor and Unions, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by certified mail and will be deemed effective upon receipt.

- 7.8.2 Upon receipt of said notice, the arbitrator selected shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.
- 7.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by the Contractor and Unions. A failure of any Contractor or Union to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the arbitrator.
- 7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, or 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If the Contractor or Unions desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the decision. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such decision shall be served on all Parties by hand or certified mail upon issuance.
- 7.8.5 Such decision shall be final and binding on Contractor and Unions and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the affected Contractor and Union. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's decision as issued under this Article, the Contractor and Unions waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive the Contractor or Unions' right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's decision shall be served on the Contractor and Unions by hand or by certified mail.
- 7.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Contractor or Unions to whom they accrue.
- 7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Contractor and Union involved in the matter.

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- Section 8.1 <u>Assignment of Work</u> The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- Section 8.2 <u>The Plan</u> All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the craft employers parties to this Agreement, shall be settled

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

- 8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- Section 8.3 <u>No Work Disruption Over Jurisdiction</u> All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- Section 8.4 <u>Pre-Job Conferences</u> As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work; provided however, at no time shall the City be responsible for additional costs related to, associated with, or resulting from Union(s) jurisdictional disputes. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.
- Section 8.5 <u>Resolution of Jurisdictional Disputes</u> If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT RIGHTS

- Section 9.1 <u>Contractor and City Rights</u> The Contractors and the City have the sole and exclusive right and authority to oversee and manage Project Work activities without any limitations unless expressly limited or required by a specific provision of this Agreement or a Master Labor Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:
 - (a) Plan, direct and control all work activities;
- (b) Hire, promote, transfer and layoff craft employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all craft employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline craft employees for just cause; Community Workforce Agreement 19

- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.
- Section 9.2 <u>Specific City Rights</u> In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the CWA Administrator on its behalf) include, but are not limited to the right to:
- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular craft employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing City services and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain City service levels and remain a good neighbor to those in the area of the Project Work. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the CWA Administrator and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise craft employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6.
- Section 9.3 <u>Use of Materials</u> There will be no limitations or restrictions by Unions upon a Contractor's choice of materials, design, or utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties, and Guaranties

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

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

- 9.42 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.
- 943 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the Project Work will precede as directed by the Contractor and the Parties shall promptly consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

- 10.1.1 This Agreement is intended to establish and foster continued close cooperation between the City, Contractors, and Unions. The Trades Council shall assign a representative to this Agreement for the purpose of assisting the local Unions, and working with the CWA Administrator, together with the Contractors, to complete the Project Work efficiently, continuously and without any interruption, delays or work stoppages.
- 10.12 The Contractors and Unions, will attempt to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.
- 10.13 The CWA Administrator shall facilitate the processing of grievances under Articles 7, 8, and 10, including the scheduling and arrangements of facilities for meetings, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the Contractors and Unions to any pending grievance to insure the time limits and deadlines are met.
- Section 10.2 <u>Processing Grievances</u> Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.
- Step 1. Employee Grievances When any craft employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the craft employee shall, through his/her local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved

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

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

- Step 2. The business manager of the involved Union or his/her designee, together with the site representative of the involved Contractor, shall notify the CWA Administrator, and conduct a meeting between the Union and the Contractor within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Union(s) and Contractor(s) fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.
- Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union(s) or Contractor(s) may proceed with the selection of an arbitrator from **Attachment D**, on a rotational basis in the order listed within seven (7) calendar days after the initial Step 2 meeting. The Union(s) and Contractor(s) shall notify the CWA Administrator of the date, time and request a meeting location for the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties.
- (b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by consent of the Union(s) and Contractor(s) involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.
- (c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Union(s) and Contractor(s) in arbitration, shall be divided equally by the Union(s) and Contractor(s) involved. The City is responsible for providing meeting locations where the arbitration takes place.

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

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

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

ARTICLE 11 REGULATORY COMPLIANCE

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

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

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

ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety

- 12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and craft employee compliance with applicable safety regulations established by the Division of Occupational Safety and Health (Cal/OSHA), or City safety rules, or Contractor safety rules. It is understood that craft employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.
- 12.1.2 Craft employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. A craft employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.
- 12.1.3 The Contractor shall comply with the Substance Abuse Policy attached hereto as **Attachment E** and the City's Substance Abuse Policy attached hereto as **Attachment H**.

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

ARTICLE 13 TRAVEL AND SUBSISTENCE

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

ARTICLE 14 APPRENTICES

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

Section 14.2 Use of Apprentices

- 142.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.
- 1422 The Unions agree to cooperate with the Contractor in furnishing Apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization both as to Apprentices and the overall supply of journey-level craft workers. The Unions and Trades Council will work to provide appropriate and maximum utilization of Apprentices and the continuing availability of both apprentices and journey-level craft workers.
- 1423 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journey-level worker working on the Project where the

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

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

ARTICLE 15 WORKING CONDITIONS

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

ARTICLE 16 PRE-JOB CONFERENCES

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

ARTICLE 17 LABOR/MANAGEMENT COOPERATION

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

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

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

ARTICLE 18 SAVINGS AND SEPARABILITY

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

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

ARTICLE 19 WAIVER

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

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

ARTICLE 20 AMENDMENTS

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

ARTICLE 21 DURATION OF THE AGREEMENT

Section 21.1 Duration

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

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

CITY OF COSTA MESA a municipal corporation

Lori Ann Farrell Harrison
City Manager

DATE: 8/23/2024

ATTEST:

By: Brenda Green, City Clerk

APPROVED AS TO FORM:

Kimberly Hell Barlow, City Attorney

LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL

By: Chris Hannan

Executive Secretary

DATE: 8-2-2022

DATE: 8-23-2022

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

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

District Council of Laborers

Electricians (Local 441)

Elevator Constructors (Local 18)

Gunite Workers (Local 345)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

Laborers (Local 300) (remediation)

Laborers (Local 652)

Laborers (Local 1184)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Steamfitters Local 250)

Pipe Trades (Local 345)

Pipe Trades (Plumbers/Fitters Local 582)

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

Plaster Tenders Local (1414)

Roofers & Waterproofers (Local 220)

Sheet Metal Workers (Local 105)

Teamsters (Local 952)

Teamsters (Local 986)

Southwest Regional Council of Carpenters

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ATTACHMENT A

LETTER OF ASSENT

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

[Contractor's Letterhead]

City of Costa Mesa Public Services Department 77 Fair Drive Costa Mesa, CA 92626 Attn: CWA Administrator, Public Services Department Re: Community Workforce Agreement - Letter of Assent Dear CWA Administrator: This is to confirm that [name of company] agrees to be party to and bound by the Community Workforce Agreement with the City of Costa Mesa effective _______, 202_ as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Community Workforce Agreement undertaken by [name of company] on the Project and [name of company] shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project Work within the scope of the Community Workforce Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work. Sincerely. [Name of Construction Company] By: [______] Name and Title of Authorized Executive Contractor State License No.: Project Name:

Consistent with Section 2.6.2.]

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council

ATTACHMENT B LOCAL HIRE ZIP CODES

TIER 1
COSTA MESA CITY ZIP CODES

92626 and 92627

TIER 2
ORANGE COUNTY ZIP CODES

90620	<u>92630</u>	92698
90621	<u>92637</u>	92701
90622	<u>92646</u>	92702
90623	<u>92647</u>	92703
90624	<u>92648</u>	92704
90630	<u>92649</u>	92705
90631	<u>92650</u>	92706
90632	<u>92651</u>	92707
90633	<u>92652</u>	92708
90680	<u>92653</u>	<u>92711</u>
90720	<u>92654</u>	<u>92712</u>
90721	<u>92655</u>	92728
90740	<u>92656</u>	<u>92735</u>
90742	<u>92657</u>	92780
90743	<u>92658</u>	92781
92602	<u>92659</u>	92782
92603	<u>92660</u>	<u>92799</u>
92604	<u>92661</u>	92801
92605	<u>92662</u>	92802
92606	92663	92803
92607	<u>92672</u>	92804
92609	<u>92673</u>	92805
<u>92610</u>	<u>92674</u>	92806
92612	<u>92675</u>	92807
92614	92676	92808
92615	<u>92677</u>	92809
<u>92616</u>	<u>92678</u>	92811
92617	92679	92812
<u>92618</u>	92683	92814
92619	<u>92684</u>	92815
92620	<u>92685</u>	92816
92623	92688	92817
92624	<u>92690</u>	<u>92821</u>
<u>92625</u>	<u>92691</u>	92822
<u>92626</u>	92692	92823
<u>92627</u>	92693	92825
92628	<u>92694</u>	92831
<u>92629</u>	<u>92697</u>	92832

92833	<u>92845</u>	<u>92866</u>
92834	92846	92867
<u>92835</u>	92850	92868
92836	92856	<u>92869</u>
92837	92857	<u>92870</u>
92838	92859	<u>92871</u>
92840	92861	<u>92885</u>
<u>92841</u>	92862	<u>92886</u>
92842	92863	<u>92887</u>
92843	<u>92864</u>	92899
92844	<u>92865</u>	

ATTACHMENT C CITY OF COSTA MESA CWA **CRAFT REQUEST FORM**

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

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

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

CONTRACTOR USE ONLY

To:	Union Local #		Fax# ()		Date:	
Cc:	CWA Administra	tor				
From:	Company:	11.2		Issued By: _		
	Contact Phone :(_)		Contact Fax:	:()	
	PLEASE PR	ROVIDE ME WI	TH THE FOLLOWI	NG UNION	CRAFT WORKER	RS.
\$55, X 477007555547	ft Classification plumber, painter, etc.)	Journeyman or Apprentice	Local Hire or General Dispatch	Number of workers needed	Report Date	Report Time
тот	AL WORKERS R	EQUESTED = _				
Please l	nave worker(s) repo	ort to the following	work address indicate	ed below:		
	Name:	Site:_		_Address:		
Project					ax:	

UNION USE ONLY

Date dispatch request received:		
Dispatch received by:		
Classification of worker requested:		-
Classification of worker dispatched:		-
WORKER REFERRED	2	
Name:		
Date worker was dispatched:		
Is the worker referred a:	(check a	ll that apply)
JOURNEYMAN	Yes	No
APPRENTICE	Yes	No
LOCAL HIRE	Yes	No
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes	No

ATTACHMENT D

LIST OF ARBITRATORS

Louis Zigman Mark Burstein Walter Daugherty Fred Horowitz Sara Adler

ATTACHMENT E

SUBSTANCE ABUSE POLICY

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

- 1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").
- 2. No Contractor may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
- 3. No Contractor may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Work Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Contractor a violation of the CWA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.
- 4. A Contractor that elects to implement drug testing pursuant to this Agreement shall require all craft employees on the Project Work to be tested. With respect to individuals who become employed on the Project Work subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
 - 5. The following procedure shall apply to all drug testing:
- a The Contractor may request urine samples only. The applicant or craft employee shall not be observed when the urine specimen is given. An applicant or craft employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No craft employee of the Contractor shall draw blood from a bargaining unit craft employee, touch or handle urine specimen, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant

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

- b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
- c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.
- d In the event of a confirmed positive test result the applicant or craft employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or craft employee's expense. In the event of conflicting test results the Contractor may require a third test.
- e. If, as a result of the above testing procedure, it is determined that an applicant or craft employee has tested positive, this shall be considered sufficient grounds to deny the applicant or craft employee his/her employment on the Project Work.
- f No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work shall again be subjected to drug testing with the following exceptions:
- 1. Craft employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.
- 2. The Contractor may test employees following thirty (30) days advance written notice to the craft employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.
- 3. The Contractor may test a craft employee where the Contractor has reasonable cause to believe that the craft employee is impaired from performing his/her job.

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

- g Applicants or craft employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
- 6. The Contractor will be allowed to conduct periodic job site drug testing on the Project under the following conditions:
- a. The entire jobsite must be tested, including any craft employee or subcontractor's craft employee who worked on that project three (3) working days before or after the date of the test;
- b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;
- c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected craft employees;
- d Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.
 - e. Only two periodic tests may be performed in a twelve-month period.
- 7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the craft employee from the jobsite.
- 8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.
- 9. The establishment or operation of this Policy shall not curtail any right of any craft employee found in any law, rule or regulation. Should any part of this Agreement be found

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

- 10. Present craft employees, if tested positive, shall have the prerogative for rehabilitation program at the craft employee's expense. When such program has been successfully completed the Contractor shall not discriminate in any way against the craft employee. If work for which the craft employee is qualified exists, he/she shall be reinstated.
- 11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or craft employee on any subsequent occasion.
- 12. The Contractor shall indemnify and hold the City of Costa Mesa and Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Attachment E and/or any program permitted hereunder.
- 13. Craft employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from craft employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Craft employees enrolled in substance abuse programs shall be subject to all Contractor rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
- 14. This policy shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

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

^{*} SAMHSA specified threshold

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

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

SIDE LETTER OF AGREEMENT TESTING POLICY FOR DRUG ABUSE

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

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

ATTACHMENT F

PROJECT LIST

Fire Station 2 - Reconstruction

Fire Station 4 - Living Quarters Remodel

Fire Station 4 - Training Ground Improvements

Police Department - Emergency Operations Center & Property Evidence Facility

Police Substation - Upgrades

Brentwood Park - Improvements

Davis School Field & Lighting - Construction

Fairview Developmental Center Sports Complex

Kaiser Lighting and Turf

Lindbergh Park - Expand Park

Parsons - Lighting and Turf

Shalimar Park Expansion

Smallwood Park Reconstruction Project

TeWinkle Park - Lakes Repairs

Newport Boulevard Landscape Improvements - 19th St. to Bristol St.

Adams Ave.- Harbor Blvd. To Santa Ana River

Cherry Lake Storm Drain System - Phase I, II & III

Cherry Lake Storm Drain System - Phase IV & V

Citywide Storm Drain Improvements

Citywide Street Improvements

Westside Storm Drain Improvements

Adams Avenue Bicycle Facility- Fairview Rd. to Harbor Blvd.

Bristol St. / Sunflower Ave. - Intersection Improvement (Add 3rd NBL)

Eastside Traffic Calming (Cabrillo St., 18th St., 22nd St.)

Fairview Rd./ Wilson St. - Improvements (Add EBT, WBT)

Greenville-Banning Channel Pt. 2 (Santa Ana River Trail to South Coast Dr.)

Harbor Blvd. / Gisler Ave. - Intersection Improvements (Add SBR)

Harbor Blvd. / South Coast Dr. - Intersection Improvement (Add EBR)

Harbor Blvd./ Adams Ave. - Intersection Improvements (Add NBL, NBR)

Mission- Valencia Multi-Modal Access and Circulation Improvements

Newport Boulevard Widening - From 19th St. to 17th St.

Paularino Channel - Multipurpose Trail

SR-55 Frwy. N/B / Baker St. - Intersection Improvement (Add NBL, EBL)

West 17th St. Widening - (Newport Boulevard to Placentia Avenue)

Wilson Street Widening - from College Ave. to Fairview Rd.

ATTACHMENT G

UNION CONTACT INFORMATION

Asbestos Heat & Frost Insulators

(Local 5)

3833 Ebony St. Ontario, CA

Tel: (909) 390-3401 Fax: (909) 390-3405

Boilermakers (Local 92)

2260 S. Riverside Avenue Bloomington, CA 92316

Tel: (909) 877-9382 Fax: (909) 877-8318

Bricklayers & Allied Craftworkers (Local, 4)

2679 Sierra Way LA Verne, CA 91750

Tel: (626) 739-5600 Fax: (626) 739-5610

Drywall Finishers Local 1136

Corporate Center Drive Monterey Park, CA 91754

Tel: (626) 296-8003 Fax: (626) 296-8076

Electricians (Local 441)

309 N Rampart St. Orange, CA 92868

Tel: (714) 939-3131 Fax: (714) 939-3132

Elevator Constructors (Local 18)

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

Operating Engineers (Local 12)

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

Fax: (626) 792-9039

Glaziers (Local 636)

1155 Corporate Center Dr. Monterey Park, CA 91754

Tel: (626) 448-1565 Fax: (626) 797-8395

Gunite Workers (Local 345)

P.O. Box 3339 Burbank, CA 91508

Tel: (818) 846-1303 Fax: (818) 846-1226

Iron Workers (Reinforced - Local 416)

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

Fax: (562) 868-1429

Iron Workers (Structural - Local 433)

17495 Hurley St. East City of Industry, CA 91744

Tel: (626) 964-2500 Fax: (626) 964-1754

Laborers (Local 300

Remediation)

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

Laborers (Local 652)

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

Laborers (Local 1184)

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

Painters & Allied Trades (Local 1036)

1155 Corporate Center Drive Monterey Park, CA 91754

Tel: (626) 584-9925 Fax: (626) 584-1949

Plaster Tenders (Local 1414)

1055 W. Second Street

Pomona, CA

Tel.: (909) 622-8500 Fax: (909) 623-5244

Plumbers & Fitters (Local 582)

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

Fax: (714) 978-1582

Pipe Trades (Local 250)

Steamfitters/Air Conditioning/ Refrigeration / Industrial Pipefitters 18355 S. Figueroa St. Gardena, CA 90248

Steamfitters: Tel: (310) 660-0035

Fax: (310) 329-2465

AC/Refrig. Tel: (310) 660-0045

FAX: (310) 329-2465

Pipe Trades (Local 345)

Landscape, Irrigation, Underground & Specialty Piping 1430 Huntington Dr. Duarte, CA 91010

Tel: (626) 357-9345 Fax: (626) 359-0359

<u>Pipe Trades (Sprinkler Fitters – Local 709)</u>

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

Fax: (562) 698-7255

Plasterers (Local 200)

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

Fax: (909) 865-9392

Cement Masons (Local 500)

331 Corporate Terrace Circle

Corona, CA 92879 Tel.: (714) 554-0730

Fax: (714) 265-0780

Resilient Floor & Dec. Covering (Local 1247)

1155 Corporate Center Dr. Monterey Park, CA 91754

Tel: (626) 296-8058 Fax: (626) 296-8048

Roofers & Waterproofers (Local 220)

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

Fax: (714) 939-0246

Sheet Metal Workers (Local 105)

2120 Auto Centre Dr., Suite 105 Glendora, CA 91740

Tel: (909) 305-2800 Fax: (909) 305-2822

Southwest Regional Council of

Carpenters

533 S. Freemont Avenue, 10th Floor

Los Angeles, CA 90071 Tel: (213) 385-1457 Fax: (213) 385-3759

Teamsters (Local 952) Redi mix

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

Fax: (714) 978-0576

Teamsters (Local 986) Const

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

Tradeshow and Sign Crafts (Local 831)

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

Fax: (626) 584-1949

ATTACHMENT H CITY SUBSTANCE ABUSE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

DATE	
DITTE	
8-8-89	1 of 3
	8-8-89

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER)

ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM STREET) PAVEMENT REHABILITATION PROJECT CITY PROJECT No. 23-07

MESA VERDE DR MESA VERDE DR SHANTAR DR. ALBATROSS DR. Placentia Ave. MESA VERDE DR EAST ADAMS AVENUE

LEGEND: $\langle 3 \rangle$ = SHEET #

BASE MAP AND UTILITIES:

---- EXISTING POWER OR TELEPHONE POLE

LIC#

CONTRACTOR

SURVEY, BASE MAPPING AND UTILITIES CAD FILES PROVIDED BY THE CITY OF COSTA MESA

UNDERGROUND UTILITIES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED, NOT INDICATED ON THE PUBLIC RECORDS EXAMINED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

PROJECT LOCATION

SHANTAR DR.

ALBATROSS DR.

W. Wilson St.

W. 18th St

W. 16th St.

ROYAL PALM DR

Victoria St.

MESA VERDE DR

JoAnn St.

THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE APPLIED CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY LIABILITY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

UNAUTHORIZED CHANGES & USES

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR , OR LIABLE FOR, UNAUTHORIZED CHANGES TO THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY KABBARA ENGINEERING.

REVISIONS

LEGEND EX. TREE R/W RIGHT-OF-WAY --- EXISTING ANCHOR OR GUY 777 PROPERTY ADDRESS ----- - PROPERTY OR EASEMENT BOUNDARY ======= EXISTING CURB AND GUTTER VALVE ASSEMBLY — — E — — ELECTRICAL — AIR & VACUUM VALVE ASSEMBLY - - - - GAS LINE BLOW-OFF ASSEMBLY — — T — — TELEPHONE LINE ASPHALT CONCRETE — EXISTING STRUCTURE PROPOSED P.C.C. ----(W)---- EXISTING WATER MAIN EX. POWER POLE SURVEY MONUMENT ---(SS)--- EXISTING SEWER LINE TEMPORARY SURVEY CONTROL POINT GEOTECHNICAL BORING LOCATION

REFERENCES

SEE SHEET 4 FOR TEMPORARY

BENCH MARK USED FOR THE

MEDIAN MODIFICATIONS.

BENCH MARK NO.

BASIS OF BEARING

DESIGNED BY:

SEUNG YANG

PUBLIC UTILITY AGENCY

SOUTHERN CALIFORNIA GAS COMPANY WILSON BALDELOMAR (714) 634 - 5091SOUTHERN CALIFORNIA GAS COMPANY (TRANS.) (818) 701 - 4546(714) 895-0109SOUTHERN CALIFORNIA EDISON COMPANY KASY CHAPMAN (949) 207-5449MESA CONSOLIDATED WATER DISTRICT PHIL LAURI SPECTUM JOSE ROMAN (714) 5914846 (714) 591 - 4871CHARTER COMMUNICATIONS DON SIMONS (949) 645-8400 COSTA MESA SANITARY DISTRICT NABILA GUZMAN AT&T TELEPHONE RHONDA CLARY-BYERS (714) 6181-9116 MATT BERGINE (949) 417-7841XO COMMUNICATIONS (714) 593-7348 COUNTY SANITATION DISTRICTS OF O.C. RUDY DAVILA (949) 453-5586 IRWD, LLC KELLY LEW CHRIS OLSEN (714) 378 - 3200ORANGE COUNTY WATER DISTRICT (626) 844-5610 KIERAN CALLAHAN METROPOLITAN WATER DIST. OF SO. CA OCTA / BUS SERVICES KYLE POFF (714) 560 - 5833

TWO WORKING DAYS BEFORE YOU DIG

- 1. ALL WORK, LABOR, AND MATERIALS SHALL CONFORM WITH THESE PLANS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (APWA), (LATEST EDITION), THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF COSTA MESA, (LATEST EDITION) THE PROJECT SPECIFICATIONS AND ALL SAFETY REGULATIONS, CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION.
- 2. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE PROJECT SPECIFICATIONS AND SHALL PROVIDE 24 HOUR SERVICE TO REMOVE, INSTALL, RELOCATE, AND MAINTAIN TRAFFIC DEVICES.
- 3. 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
- 4. THE CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENTS AT ALL TIMES UNLESS OTHERWISE APPROVED.
- 5. DELETED
- THE CONTRACTOR SHALL NOTIFY THE INSPECTION DIVISION, TWO WORKING DAYS PRIOR TO THE START OF CONSTRUCTION
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM CITY OF COSTA MESA AND APPLICABLE GOVERNMENTAL AGENCIES NO CONSTRUCTION IS AUTHORIZED WITHOUT THE APPROPRIATE PERMITS.
- 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 CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ONSITE, OFFSITE AND ADJACENT UTILITIES, FACILITIES AND
- 10. THE CONTRACTOR SHALL PROTECT ADJACENT PROPERTY OWNERS FROM ANY AND ALL DAMAGES THAT MAY OCCUR FROM STORMWATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONJUNCTION WITH CONSTRUCTION OF THESE IMPROVEMENT PLANS.
- 11. 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
- 12. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ELEVATIONS PRIOR TO ANY CONSTRUCTION.
- ESTIMATE OF QUANTITIES IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES AND CONDITION OF THE SITE.

INDEX OF SHEETS

SHEET No. **DESCRIPTION** STREET IMPROVEMENT PLANS

TITLE SHEET

- DETAILS, ABBREVIATIONS, TYPICAL SECTIONS &
- CONSTRUCTION PLANS
- ADAMS AVENUE FROM SANTA ANA RIVER TO STA 86+00.00
- ADAMS AVENUE FROM STA 86+00.0 TO STA 110+00.00
- ADAMS AVENUE FROM STA 110+00.00 TO ROYAL PALM DRIVE ROYAL PALM DRIVE FROM ADAMS AVENUE TO ELM AVE.. MEDIAN MODIFICATION DETAIL.

TRAFFIC PLANS (PREPARED BY THE CITY OF COSTA MESA)

SIGNING & STRIPING PLANS (SS1-SS7) TRAFFIC LOOP PLAN-(LOOP1-LOOP3)

BID SET II-29-2023

STREET IMPROVEMENT PLANS

ADAMS AVENUE RESURFACING

NUMBER

TITLE SHEET

CITY OF COSTA MESA

NO. DATE DESCRIPTION DATE OF CONSTRUCTION DATE ACCEPTED BY CITY COUNCIL DRAWN BY: APPROVED BY: RECOMENDED BY: APPROVED BY:

CITY ENGINEER RCE 66786

L.C.

ENGINEERING EXP. 3-31-2025

P. E. SEAL

601 N. PARKCENTER DR., SUITE 205 SANTA ANA, CA 92705 (714) 744-9400- www.kabbara.net

PREPARED UNDER THE SUPERVISION OF: DATE: 11/29/2023

KABBARA

UNDERGROUND

SERVICE ALERT

OF SOUTHERN CALIFORNIA

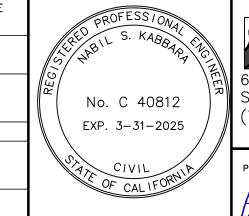
CALL:

СО		REVISIONS		
	APP.	DATE DESCRIPTION	DATE	NO.
DA				
DA				

NTRACTOR LIC# OF CONSTRUCTION BEG. ACCEPTED BY CITY COUNCIL

REFERENCES BENCH MARK NO. SEE SHEET 4 FOR TEMPORARY BENCH MARK USED FOR THE MEDIAN MODIFICATIONS. BASIS OF BEARING

DESIGNED BY: B.K.	DATE	CHECKED BY: L.C.	DATE	
DRAWN BY: NR		APPROVED BY:		
RECOMENDED BY:		REC. BY:		
				$ \ \ $
APPROVED BY:				
SEUNG YANG CITY	ENGINEER F	RCE 66786		



P. E. SEAL

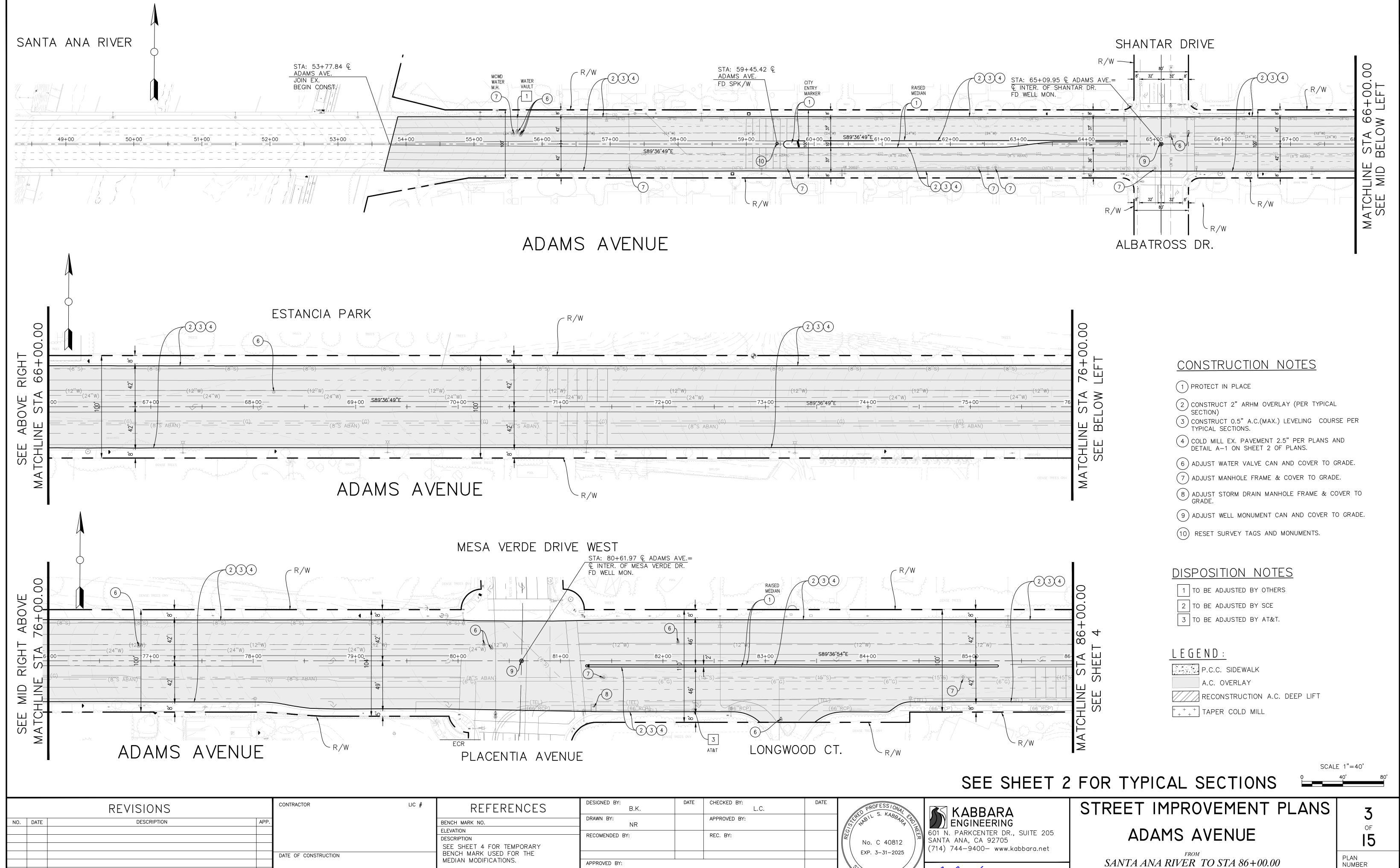
KABBARA ENGINEERING 601 N. PARKCENTER DR., SUITE 205 SANTA ANA, CA 92705 (714) 744-9400- www.kabbara.net

STREET IMPROVEMENT PLANS

DETAILS, ABBREVIATIONS, TYPICAL SECTIONS & CONSTRUCTION PLANS

CITY OF COSTA MESA

PLAN NUMBER



SEUNG YANG

CITY ENGINEER RCE 66786

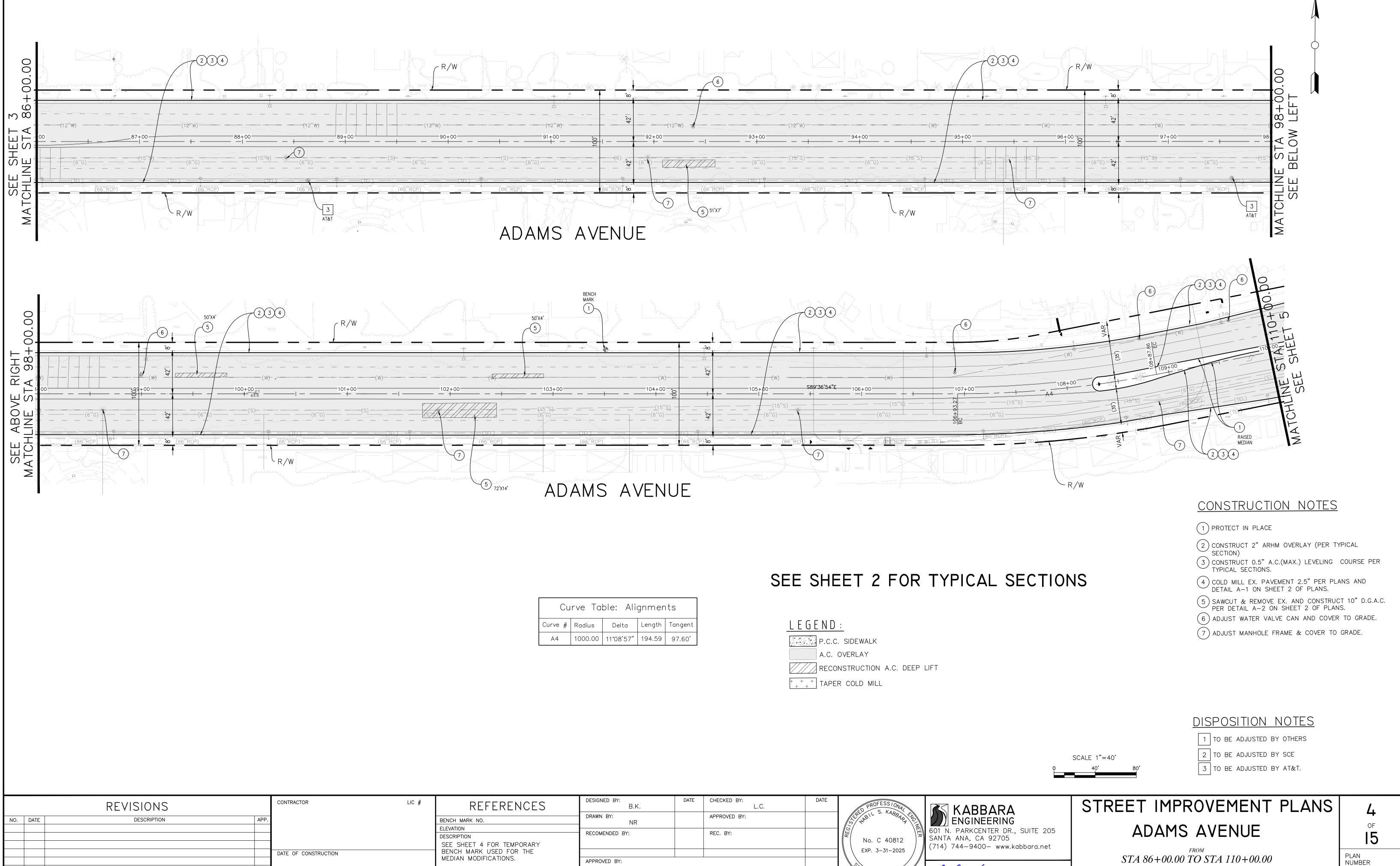
P. E. SEAL

DATE ACCEPTED BY CITY COUNCIL

BASIS OF BEARING

CITY PROJECT NO. 23-07

CITY OF COSTA MESA



SEUNG YANG

CITY ENGINEER RCE 66786

P. E. SEAL

DATE ACCEPTED BY CITY COUNCIL

BASIS OF BEARING

TTY PDO IECT NO 23-07

CITY OF COSTA MESA

CITY ENGINEER RCE 66786

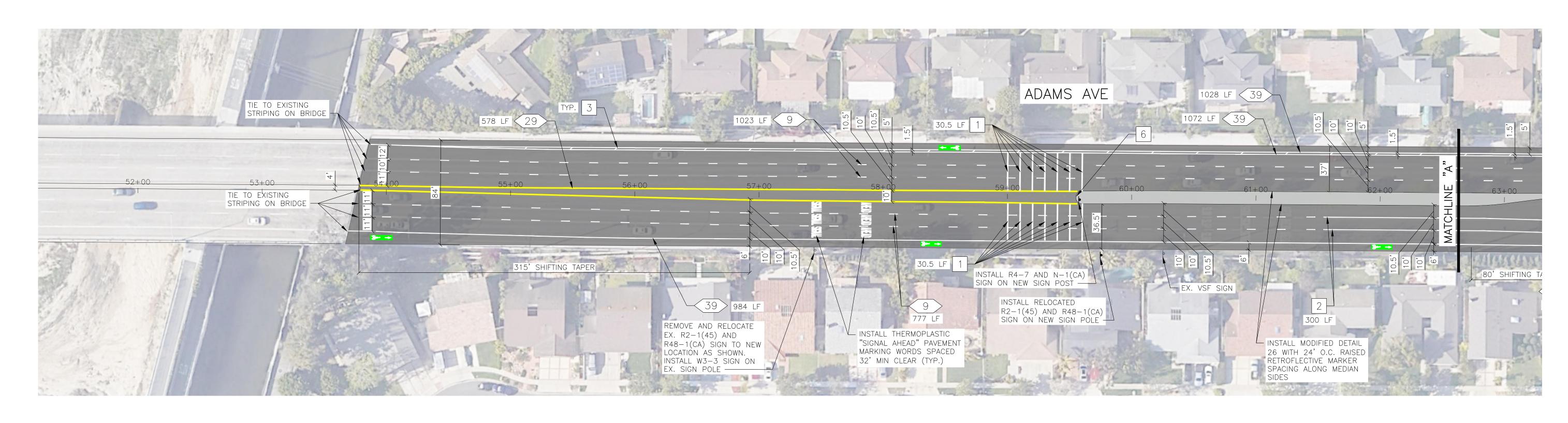
SEUNG YANG

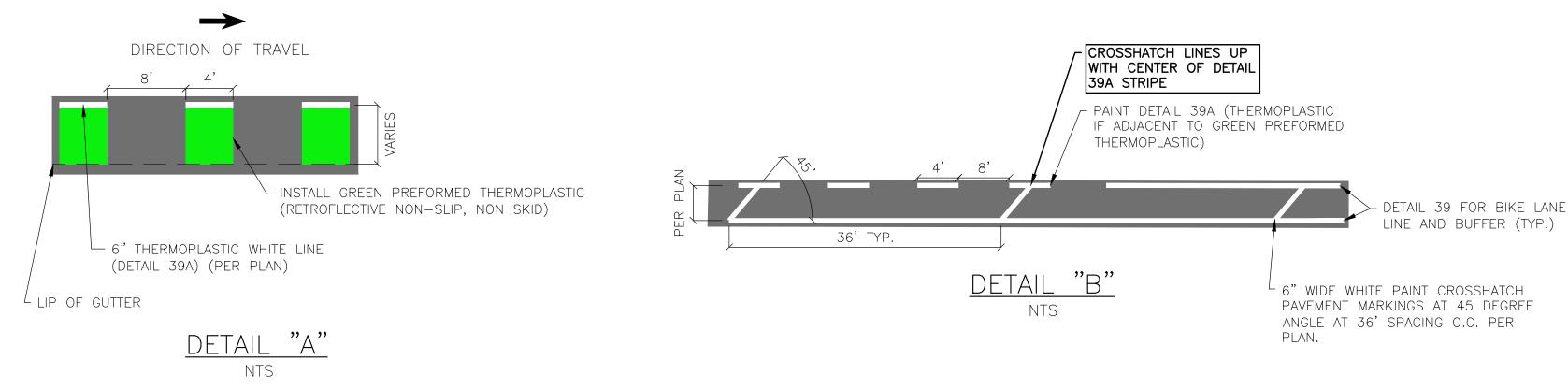
DATE ACCEPTED BY CITY COUNCIL

BASIS OF BEARING

TV PDO IECT NO 23_07

CITY OF COSTA MESA





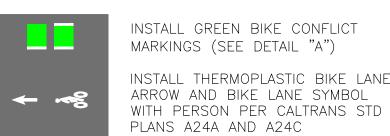
CONSTRUCTION NOTES:

- INSTALL 1' WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
- PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C"
- INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 36"
- SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B"
- INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL THIS SHEET.
- INSTALL PREFORMED GREEN NON-SKID RETROFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL THIS
- INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE

LEGEND:

NEW TRAFFIC LINE DETAIL

NEW 1' WIDE THERMOPLASTIC LIMIT LINE



MARKINGS (SEE DETAIL "A") INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL

PLANS A24A AND A24C INSTALL PREFORMED THERMOPLASTIC GREEN

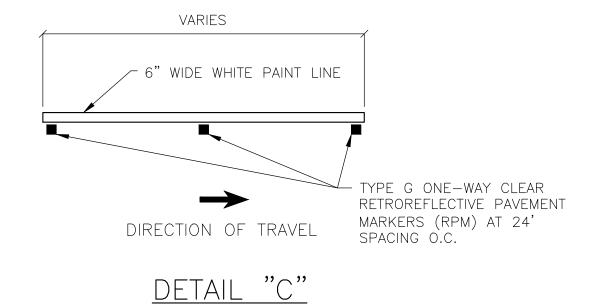
BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4'X20').

INSTALL THERMOPLASTIC TYPE IV(L/R)PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A

SIGNING & STRIPING GENERAL NOTES

- SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
- 2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE DIAMOND GRADE RETROFLECTIVE WITH PROTECTIVE OVERLAY
- ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED SKID RESISTANT THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH TWO COATS MINIMUM. 4. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS, AND CURB PAINT SHALL BE REMOVED
- PAVEMENT MARKERS SHALL ALSO BE REMOVED. ALL CROSSWALK MARKINGS TO BE INSTALLED OUTSIDE OF THE BOUNDS OF THE REPAVING PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSWALK LINES.
- CONTRACTOR SHALL CONTACT THE CITY INSPECTOR FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF 19. ALL REMOVED SIGN(S) SHALL BE SALVAGED AND DELIVERED TO THE CITY OF COSTA MESA MAINTENANCE THE WORK. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF
- BE NOTIFIED BEFORE PROCEEDING WITH THE WORK. 7. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
- 8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6 (TEMPORARY TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK"
- 10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
- 11. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY OF COSTA MESA TO ASSURE PUBLIC SAFETY AT ALL TIMES.
- 12. THE CONTRACTOR SHALL UTILIZED FLAGGER(S) DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY INSPECTOR.
- 13. FLASHING ARROW PANEL(S) SHALL BE USED ON ANY LANE CLOSURE.
- 14. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.

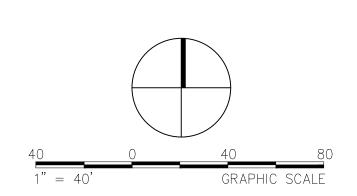
- 15. CONTRACTOR TO CAT-TRACK PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CAT-TRACKED MARKINGS AND SIGN/POST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND
- 16. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL.
- 17. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
- BY WET SANDBLASTING PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGNS AND RAISED 18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND, THE CONTRACTOR
 - SHALL INFORM THE PROJECT ENGINEER OF ANY ERROR, OMISSION, AND/OR DISCREPANCY BEFORE START
 - DIVISION. CITY YARD ADDRESS 2310 PLACENTIA AVE, COSTA MESA, CA 92627, PHONE NUMBER (714)
- CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON THESE PLANS, THE CITY INSPECTOR SHALL 20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN EGRESS AND INGRESS OF ABUTTING DRIVEWAYS AND MINOR STREET INTERSECTIONS AND ACCESS TO ALL PUBLIC AND PRIVATE DRIVEWAYS IN THE CONSTRUCTION AREA NOT RELATED TO THE SPECIFIC PROJECT. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO NEIGHBORING RESIDENTS, BUSINESSES, PROPERTY OWNERS, AND OCCUPANTS WITHIN 1000' OF THE WORK ZONE 72-HOURS IN ADVANCE REGARDING PLANNED LANE AND ROAD CLOSURES OR CONSTRUCTION WORK THAT WILL DIRECTLY AFFECT AND BLOCK DRIVEWAY ACCESS.
 - 21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.
- 9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY 22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING INSTALLED PRIOR TO COMMENCING WORK. SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND. INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
 - 23. PARKING MAY BE PROHIBITED, AS NEEDED, BY POSTING APPROVED TEMPORARY "NO PARKING" SIGNS DEFINING THE TIME AND DATE OF ANY SUCH RESTRICTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. SIGN SPACING SHALL BE 100 FEET MAXIMUM.
 - 24. WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A SMOOTH TRANSITION AND AVOID ANY ABRUPT CHANGES.
 - 25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURERS SPECS. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.



NOTE TO CONTRACTOR:

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH **6" MINIMUM** WIDTH.

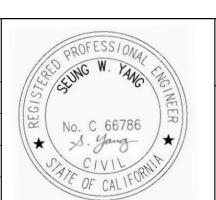


SHEET

PLAN NUMBER

SS-

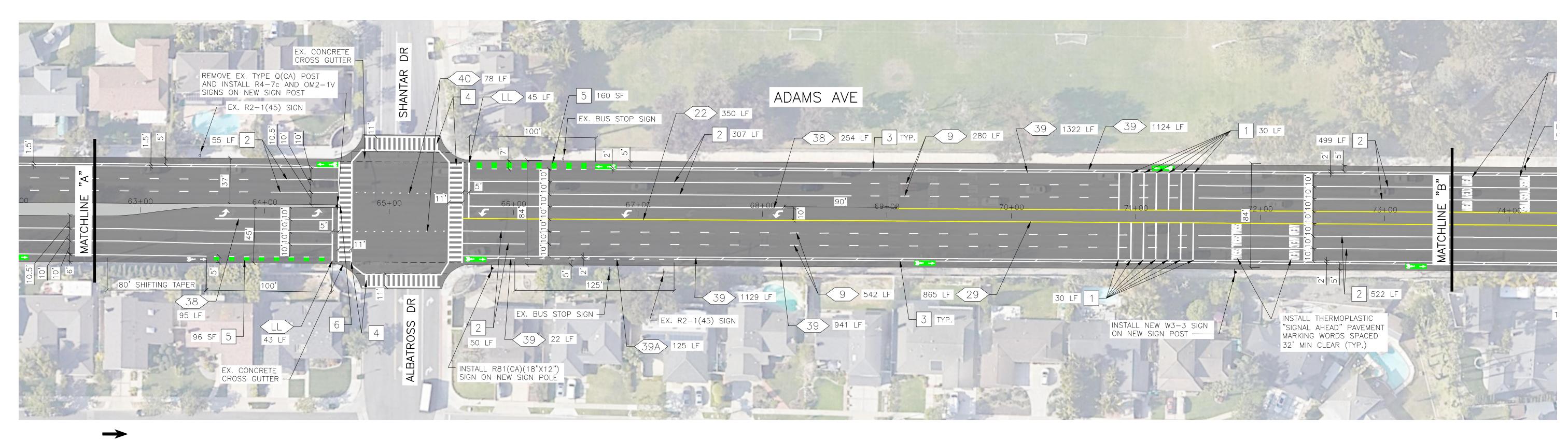
	CONTRACTOR	LIC. #	BENCHMARK	DESIGNED BY: RN/KB	DATE
APP'VD	_		BENCHMARK NO.	DRAWN BY: RN/KB	11/17/23
	DATE OF CONSTRUCTION			CHECKED BY: JR/RN	
	-			RECOMMENDED BY: Juif a. Zosale	11/21/23
	BEGIN	END	-	ADDROVED DV	11/27/23
	DATE ACCEPTED BY CITY COUNCIL		BASIS OF BEARING:	2.0	
		DATE OF CONSTRUCTION BEGIN	APP'VD DATE OF CONSTRUCTION BEGIN END	BENCHMARK NO. DATE OF CONSTRUCTION BEGIN END BASIS OF BEARING:	BENCHMARK NO. DRAWN BY: RN/KB CHECKED BY: JR/RN RECOMMENDED BY: Jang BEGIN END BASIS OF BEARING: BENCHMARK NO. DRAWN BY: RN/KB CHECKED BY: JR/RN RECOMMENDED BY: Jang APPROVED BY: J. Jang



CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

> ADAMS AVENUE SIGNING AND STRIPING PLAN





CROSSHATCH LINES UP WITH CENTER OF DETAIL

THERMOPLASTIC)

- PAINT DETAIL 39A (THERMOPLASTIC

IF ADJACENT TO GREEN PREFORMED

39A STRIPE

DIRECTION OF TRAVEL - INSTALL GREEN PREFORMED THERMOPLASTIC (RETROFLECTIVE NON-SLIP, NON SKID) 6" THERMOPLASTIC WHITE LINE (DETAIL 39A) (PER PLAN) LIP OF GUTTER

SIGNING & STRIPING GENERAL NOTES

- 1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
- 2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE DIAMOND GRADE RETROFLECTIVE WITH PROTECTIVE OVERLAY
- 3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED SKID RESISTANT THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH TWO COATS MINIMUM.
- 4. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS, AND CURB PAINT SHALL BE REMOVED BY WET SANDBLASTING PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGNS AND RAISED 18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND, THE CONTRACTOR PAVEMENT MARKERS SHALL ALSO BE REMOVED. ALL CROSSWALK MARKINGS TO BE INSTALLED OUTSIDE OF
- 5. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF

THE BOUNDS OF THE REPAVING PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSWALK LINES.

- BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.
- 7. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
- 8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6 (TEMPORARY TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (WATCH MANUAL).
- INSTALLED PRIOR TO COMMENCING WORK.
- 10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
- 11. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY OF COSTA MESA TO ASSURE PUBLIC SAFETY AT ALL TIMES.
- 12. THE CONTRACTOR SHALL UTILIZED FLAGGER(S) DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY 24. WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A THE CITY INSPECTOR.
- 13. FLASHING ARROW PANEL(S) SHALL BE USED ON ANY LANE CLOSURE.
- 14. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.

15. CONTRACTOR TO CAT-TRACK PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CAT-TRACKED MARKINGS AND SIGN/POST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND

36' TYP.

- 16. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL.
- 17. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
- SHALL INFORM THE PROJECT ENGINEER OF ANY ERROR, OMISSION, AND/OR DISCREPANCY BEFORE START
- 19. ALL REMOVED SIGN(S) SHALL BE SALVAGED AND DELIVERED TO THE CITY OF COSTA MESA MAINTENANCE DIVISION. CITY YARD ADDRESS 2310 PLACENTIA AVE, COSTA MESA, CA 92627, PHONE NUMBER (714)
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF

 CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON THESE PLANS, THE CITY INSPECTOR SHALL

 20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN EGRESS AND INGRESS OF ABUTTING DRIVEWAYS

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 - NOTIFICATION TO NEIGHBORING RESIDENTS, BUSINESSES, PROPERTY OWNERS, AND OCCUPANTS WITHIN 1000' OF THE WORK ZONE 72-HOURS IN ADVANCE REGARDING PLANNED LANE AND ROAD CLOSURES OR CONSTRUCTION WORK THAT WILL DIRECTLY AFFECT AND BLOCK DRIVEWAY ACCESS. 21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN
- 9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY 22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
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 - SMOOTH TRANSITION AND AVOID ANY ABRUPT CHANGES.
 - 25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURERS SPECS. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.

CONSTRUCTION NOTES:

AND AROUND MEDIAN NOSE

- INSTALL 1' WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
- PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C"
- INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 36'
- SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B" INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK.
- SEE DETAIL THIS SHEET. INSTALL PREFORMED GREEN NON-SKID RETROFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS
- SHEET INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE

WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL THIS

LEGEND:

NEW TRAFFIC LINE DETAIL

NEW 1' WIDE THERMOPLASTIC LIMIT LINE

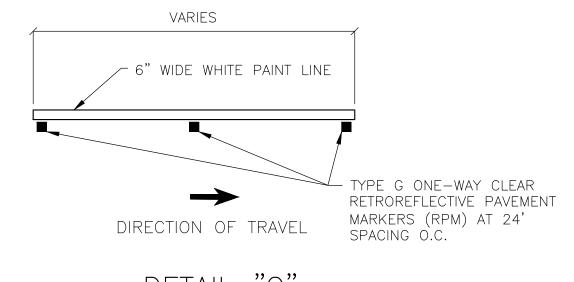


INSTALL GREEN BIKE CONFLICT MARKINGS (SEE DETAIL "A")

INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD PLANS A24A AND A24C

INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4'X20').

INSTALL THERMOPLASTIC TYPE IV(L/R) PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A



> DETAIL 39 FOR BIKE LANE

LINE AND BUFFER (TYP.)

- 6" WIDE WHITE PAINT CROSSHATCH PAVEMENT MARKINGS AT 45 DEGREE

ANGLE AT 36' SPACING O.C. PER

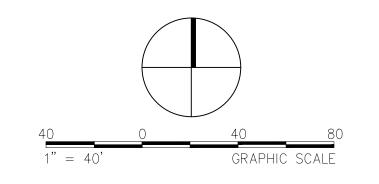
— 1' WIDE THERMOPLASTIC LINE 2' WIDE THERMOPLASTIC LINE (WHITE) SPACED AT 4' O.C. LADDER CROSSWALK

— 1' WIDE THERMOPLASTIC LINE

NOTE TO CONTRACTOR:

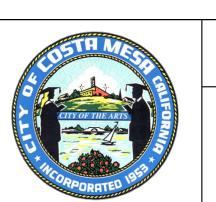
ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH **6" MINIMUM** WIDTH.



REVISIONS	CONTRACTOR	LIC. #	BENCHMARK	DESIGNED BY: RN/KB	DATE
NO. DATE INITIALS	APP'VD		BENCHMARK NO.	DRAWN BY: RN/KB	11/17/23
	DATE OF CONSTRUCTION			CHECKED BY: JR/RN	
				RECOMMENDED BY: Juif a. Posle	11/21/2
	BEGIN	END		APPROVED BY: S. Yang	11/27/23
	DATE ACCEPTED BY CITY COUNCIL		BASIS OF BEARING:	S. Jang	

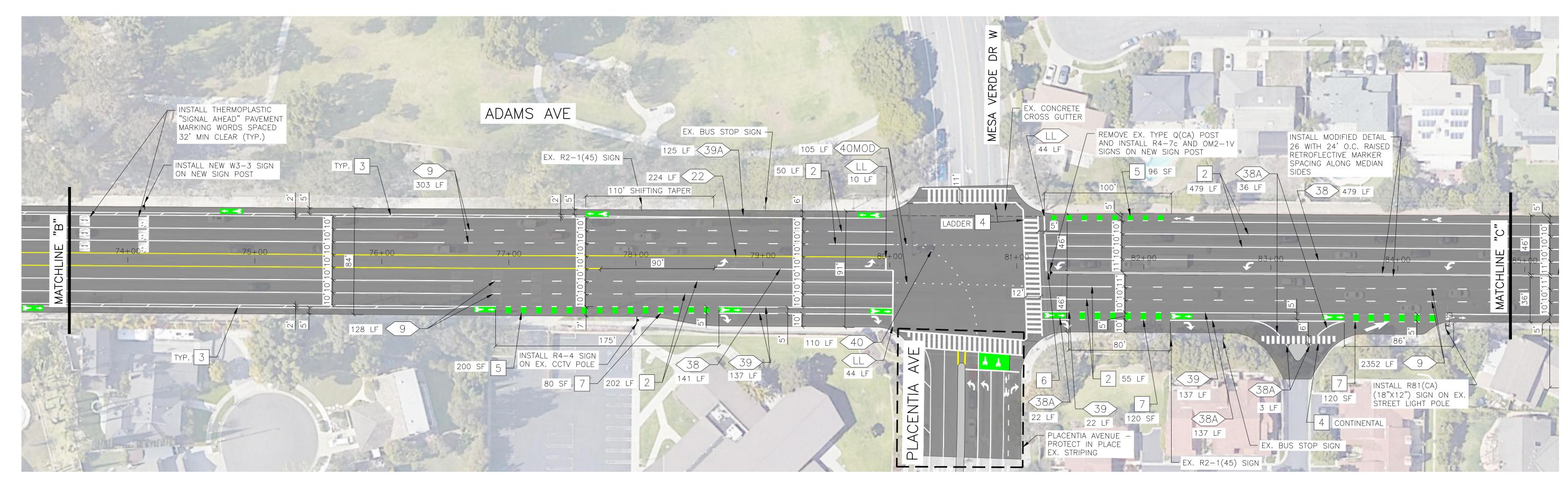
AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.

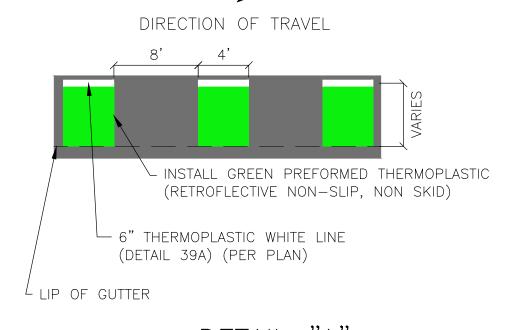


CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

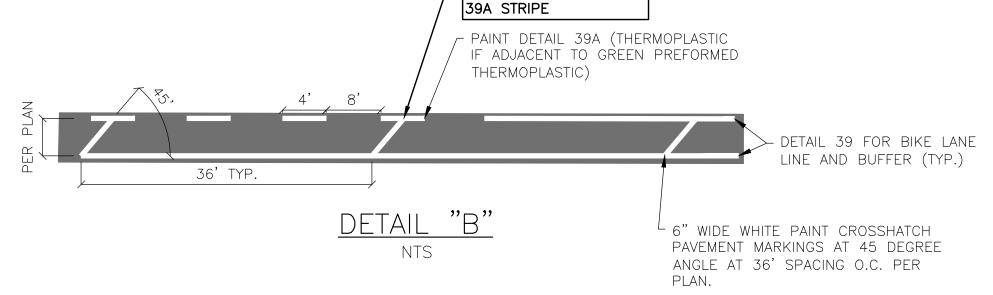
> ADAMS AVENUE SIGNING AND STRIPING PLAN

SHEET





6" WIDE WHITE PAINT LINE 4" DIAMETER WHITE CERAMIC PAVEMENT MARKER (BOTT'S DOT) (.75" TALL) PLACED IN CENTER OF WHITE PAINT LINE



CROSSHATCH LINES UP

WITH CENTER OF DETAIL

CONSTRUCTION NOTES:

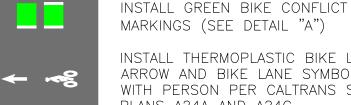
- INSTALL 1' WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
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- SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B"
- INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL THIS SHEET.
- INSTALL PREFORMED GREEN NON-SKID RETROFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL "A"
- INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE
- INSTALL PREFORMED GREEN NON-SKID RETROFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS WITH

THERMOPLASTIC DETAIL 39A. SEE DETAIL "D" THIS SHEET

LEGEND:

NEW TRAFFIC LINE DETAIL

NEW 1' WIDE THERMOPLASTIC LIMIT LINE



INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL

WITH PERSON PER CALTRANS STD PLANS A24A AND A24C INSTALL PREFORMED THERMOPLASTIC GREEN

WITH PERSON (4'X20'). INSTALL THERMOPLASTIC TYPE IV(L/R)

BIKE LANE ARROW AND BIKE LANE SYMBOL

PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A

INSTALL THERMOPLASTIC TYPE VI(L/R) PAVEMENT MARKING ARROW PER

CALTRANS STD PLAN A24A

SIGNING & STRIPING GENERAL NOTES

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- ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED SKID RESISTANT THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH TWO COATS MINIMUM.
- 4. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS, AND CURB PAINT SHALL BE REMOVED BY WET SANDBLASTING PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGNS AND RAISED 18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND, THE CONTRACTOR PAVEMENT MARKERS SHALL ALSO BE REMOVED. ALL CROSSWALK MARKINGS TO BE INSTALLED OUTSIDE OF THE BOUNDS OF THE REPAVING PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSWALK LINES.

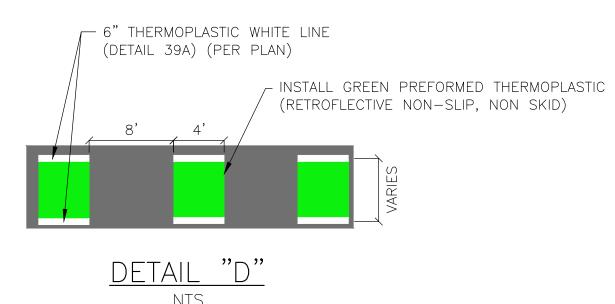
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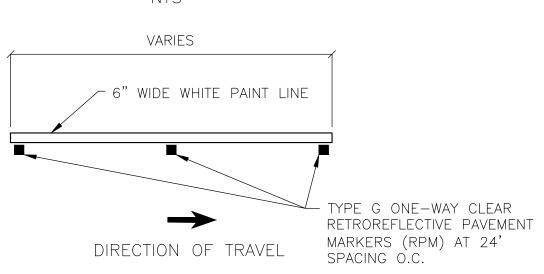
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- 7. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
- 8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6 (TEMPORARY TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK"
- 9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY 22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING INSTALLED PRIOR TO COMMENCING WORK.
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- 12. THE CONTRACTOR SHALL UTILIZED FLAGGER(S) DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY INSPECTOR.
- 13. FLASHING ARROW PANEL(S) SHALL BE USED ON ANY LANE CLOSURE.
- 14. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.

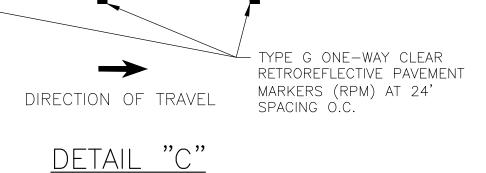
- 15. CONTRACTOR TO CAT-TRACK PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CAT-TRACKED MARKINGS AND SIGN/POST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND
- 16. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL.
- 17. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
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- 19. ALL REMOVED SIGN(S) SHALL BE SALVAGED AND DELIVERED TO THE CITY OF COSTA MESA MAINTENANCE DIVISION. CITY YARD ADDRESS 2310 PLACENTIA AVE, COSTA MESA, CA 92627, PHONE NUMBER (714)
- CONDITIONS EXIST WHICH ARE CONTRACTOR TO THOSE SHOWN ON THESE PLANS, THE CITY INSPECTOR SHALL 20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN EGRESS AND INGRESS OF ABUTTING DRIVEWAYS AND MINOR STREET INTERSECTIONS AND ACCESS TO ALL PUBLIC AND PRIVATE DRIVEWAYS IN THE CONSTRUCTION AREA NOT RELATED TO THE SPECIFIC PROJECT. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO NEIGHBORING RESIDENTS, BUSINESSES, PROPERTY OWNERS, AND OCCUPANTS WITHIN 1000'

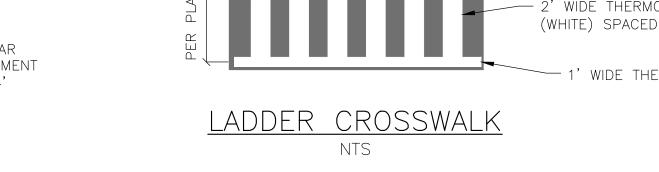
OF THE WORK ZONE 72-HOURS IN ADVANCE REGARDING PLANNED LANE AND ROAD CLOSURES OR

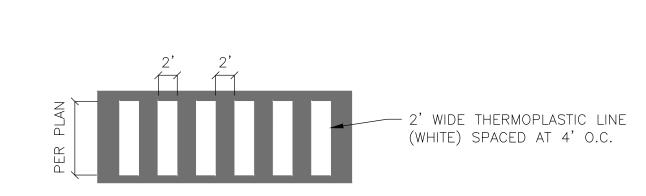
- CONSTRUCTION WORK THAT WILL DIRECTLY AFFECT AND BLOCK DRIVEWAY ACCESS. 21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.
- THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
- 23. PARKING MAY BE PROHIBITED, AS NEEDED, BY POSTING APPROVED TEMPORARY "NO PARKING" SIGNS DEFINING THE TIME AND DATE OF ANY SUCH RESTRICTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. SIGN SPACING SHALL BE 100 FEET MAXIMUM.
- 24. WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A SMOOTH TRANSITION AND AVOID ANY ABRUPT CHANGES.
- 25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURERS SPECS. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.



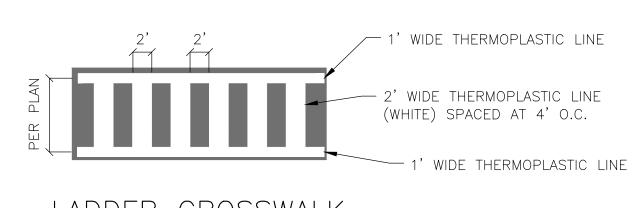








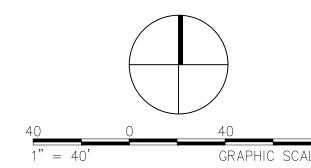
CONTINENTAL

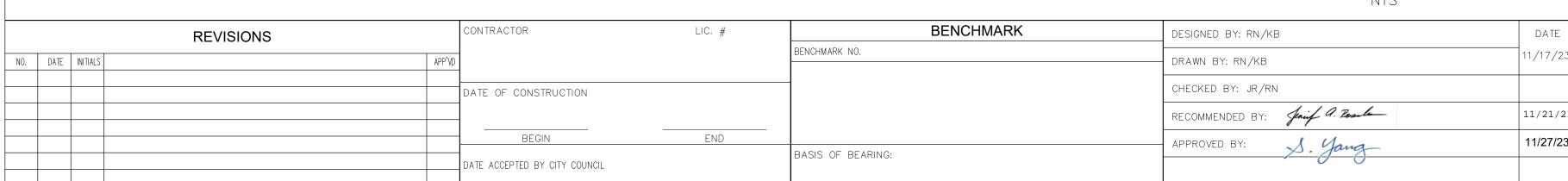


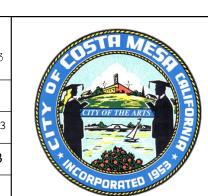
NOTE TO CONTRACTOR:

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 6" MINIMUM WIDTH.



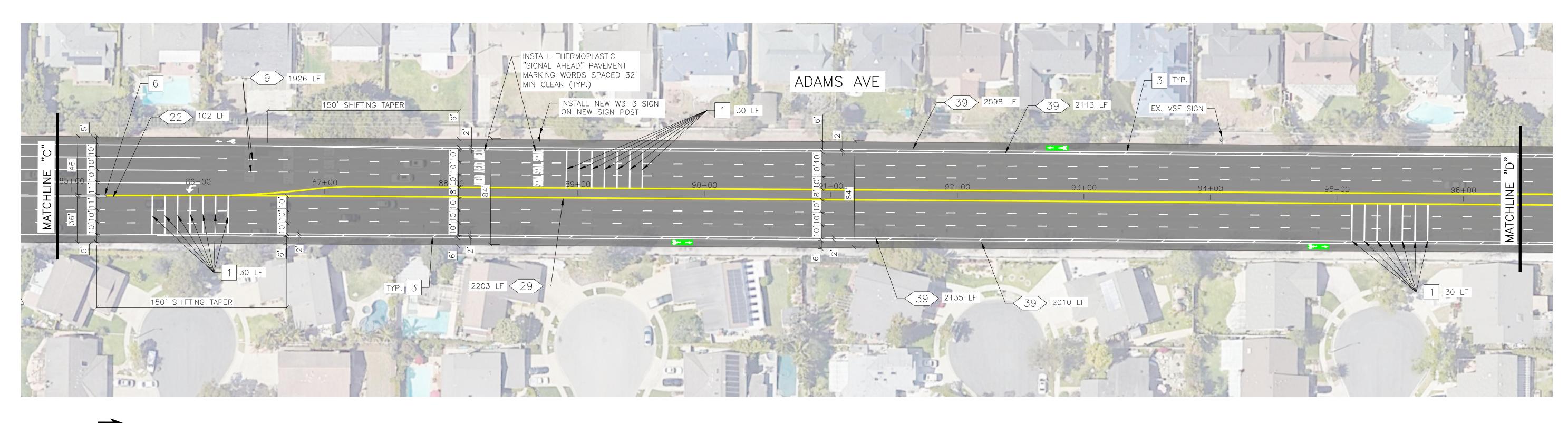


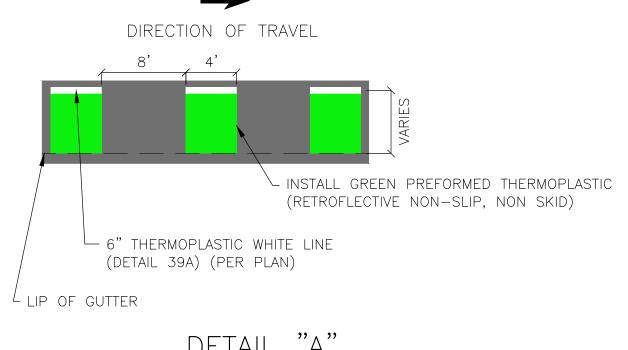


CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

> **ADAMS AVENUE** SIGNING AND STRIPING PLAN

SHEET





CROSSHATCH LINES UP WITH CENTER OF DETAIL 39A STRIPE - PAINT DETAIL 39A (THERMOPLASTIC IF ADJACENT TO GREEN PREFORMED THERMOPLASTIC) - DETAIL 39 FOR BIKE LANE LINE AND BUFFER (TYP.) 36' TYP 6" WIDE WHITE PAINT CROSSHATCH PAVEMENT MARKINGS AT 45 DEGREE ANGLE AT 36' SPACING O.C. PER

SIGNING & STRIPING GENERAL NOTES

- 1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
- 2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE DIAMOND GRADE RETROFLECTIVE WITH PROTECTIVE OVERLAY 3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED
- SKID RESISTANT THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH TWO COATS MINIMUM. 4. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS, AND CURB PAINT SHALL BE REMOVED
- PAVEMENT MARKERS SHALL ALSO BE REMOVED. ALL CROSSWALK MARKINGS TO BE INSTALLED OUTSIDE OF THE BOUNDS OF THE REPAVING PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSWALK LINES.
- 5. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF
- 6. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON THESE PLANS, THE CITY INSPECTOR SHALL 20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN EGRESS AND INGRESS OF ABUTTING DRIVEWAYS BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.
- 7. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
- 8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6 (TEMPORARY TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK"
- INSTALLED PRIOR TO COMMENCING WORK.
- 10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
- 11. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY OF COSTA MESA TO ASSURE PUBLIC SAFETY AT ALL TIMES.
- 12. THE CONTRACTOR SHALL UTILIZED FLAGGER(S) DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY
- 13. FLASHING ARROW PANEL(S) SHALL BE USED ON ANY LANE CLOSURE.
- 14. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.

- 15. CONTRACTOR TO CAT-TRACK PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CAT-TRACKED MARKINGS AND SIGN/POST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND
- 16. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL.
- 17. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
- BY WET SANDBLASTING PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGNS AND RAISED 18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND, THE CONTRACTOR SHALL INFORM THE PROJECT ENGINEER OF ANY ERROR, OMISSION, AND/OR DISCREPANCY BEFORE START
 - 19. ALL REMOVED SIGN(S) SHALL BE SALVAGED AND DELIVERED TO THE CITY OF COSTA MESA MAINTENANCE DIVISION. CITY YARD ADDRESS 2310 PLACENTIA AVE, COSTA MESA, CA 92627, PHONE NUMBER (714)
 - AND MINOR STREET INTERSECTIONS AND ACCESS TO ALL PUBLIC AND PRIVATE DRIVEWAYS IN THE CONSTRUCTION AREA NOT RELATED TO THE SPECIFIC PROJECT. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO NEIGHBORING RESIDENTS, BUSINESSES, PROPERTY OWNERS, AND OCCUPANTS WITHIN 1000' OF THE WORK ZONE 72-HOURS IN ADVANCE REGARDING PLANNED LANE AND ROAD CLOSURES OR CONSTRUCTION WORK THAT WILL DIRECTLY AFFECT AND BLOCK DRIVEWAY ACCESS.
 - 21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.
- 9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY 22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
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 - 25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURERS SPECS. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.

CONSTRUCTION NOTES:

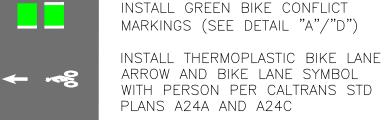
- INSTALL 1' WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
- PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C"
- INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 36' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B"
- INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL THIS SHEET.
- INSTALL PREFORMED GREEN NON-SKID RETROFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL THIS SHEET
- INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE

LEGEND:

← ~~

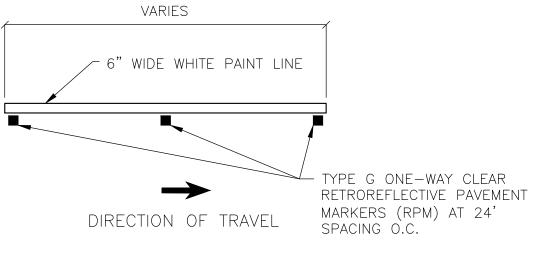
NEW TRAFFIC LINE DETAIL

NEW 1' WIDE THERMOPLASTIC LIMIT LINE



INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4'X20').

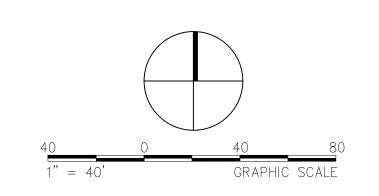
INSTALL THERMOPLASTIC TYPE IV(L/R) PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A



NOTE TO CONTRACTOR:

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 6" MINIMUM WIDTH.

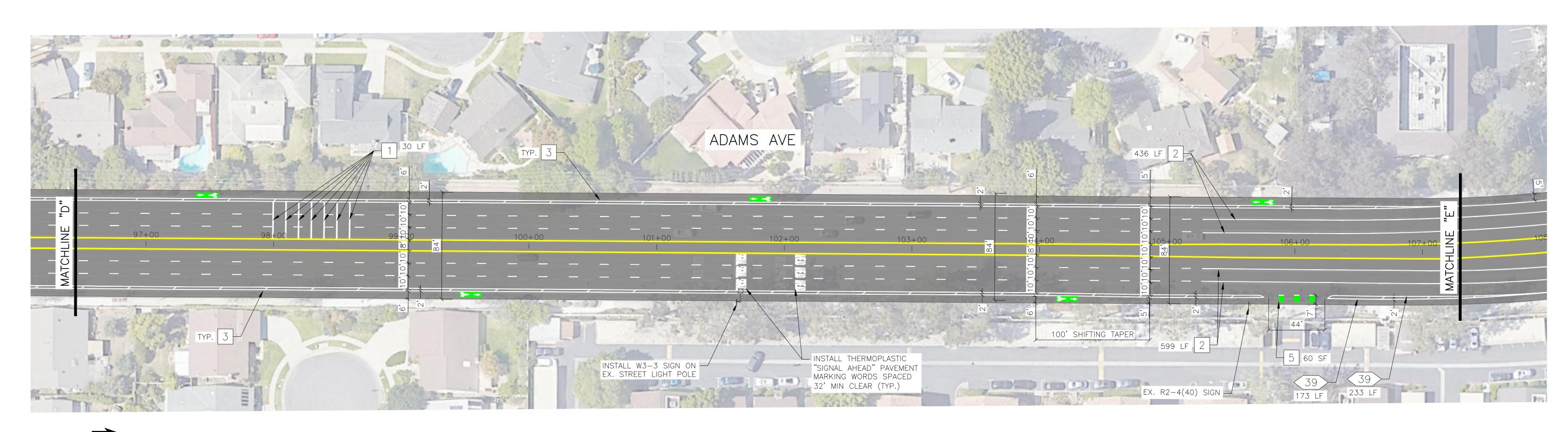


	REVISIONS	CONT	TRACTOR	LIC. #	BENCHMARK	DESIGNED BY: RN/KB	DATE
NO.	DATE INITIALS	APP'VD			BENCHMARK NO.	DRAWN BY: RN/KB	11/17/23
		DATE	OF CONSTRUCTION			CHECKED BY: JR/RN	
						RECOMMENDED BY: Juif a. Zosala	11/21/23
			BEGIN	END		APPROVED BY: J. Yang	11/27/23
		DATE	ACCEPTED BY CITY COUNCIL		BASIS OF BEARING:	<u>~.</u> J. J.	

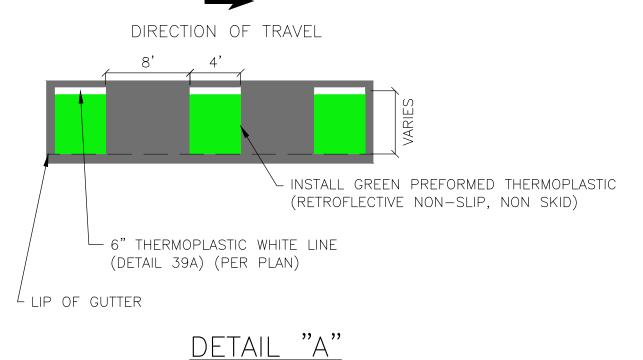


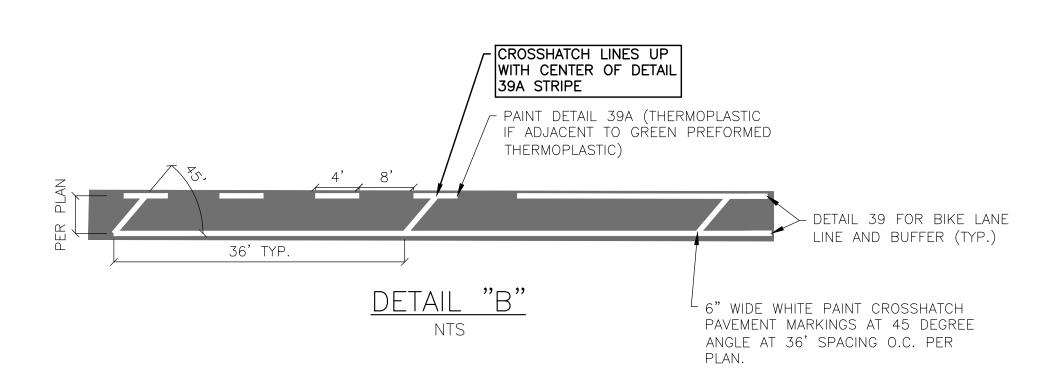
CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

ADAMS AVENUE SIGNING AND STRIPING PLAN SHEET



DATE





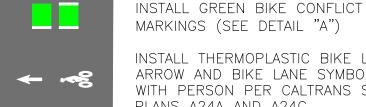
DESIGNED BY: RN/KB

CONSTRUCTION NOTES:

- INSTALL 1' WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
- PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C"
- INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 36' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B"
- INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK.
- 4 SEE DETAIL THIS SHEET.
- INSTALL PREFORMED GREEN NON-SKID RETROFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL THIS
- INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE

LEGEND:

NEW TRAFFIC LINE DETAIL



INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD PLANS A24A AND A24C

INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4'X20').

NEW 1' WIDE THERMOPLASTIC LIMIT LINE

INSTALL THERMOPLASTIC TYPE IV(L/R)PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A

NOTE TO CONTRACTOR: ALL CROSSWALKS, PAVEMENT MARKINGS, AND

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ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 6" MINIMUM WIDTH.

6" WIDE WHITE PAINT LINE TYPE G ONE-WAY CLEAR RETROREFLECTIVE PAVEMENT

DIRECTION OF TRAVEL

VARIES

(TEMPORARY TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK" 9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY 22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING

CONTRACTOR

INSTALLED PRIOR TO COMMENCING WORK.

1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE

2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE DIAMOND GRADE RETROFLECTIVE WITH PROTECTIVE OVERLAY

3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED

4. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS, AND CURB PAINT SHALL BE REMOVED

5. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF

6. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF

7. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.

8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6

PAVEMENT MARKERS SHALL ALSO BE REMOVED. ALL CROSSWALK MARKINGS TO BE INSTALLED OUTSIDE OF

THE BOUNDS OF THE REPAVING PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSWALK LINES.

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- 12. THE CONTRACTOR SHALL UTILIZED FLAGGER(S) DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY INSPECTOR.
- 13. FLASHING ARROW PANEL(S) SHALL BE USED ON ANY LANE CLOSURE.

REVISIONS

BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.

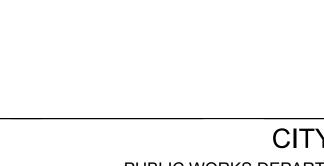
SIGNING & STRIPING GENERAL NOTES

SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.

14. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.

- 15. CONTRACTOR TO CAT-TRACK PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CAT-TRACKED MARKINGS AND SIGN/POST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND
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 - 19. ALL REMOVED SIGN(S) SHALL BE SALVAGED AND DELIVERED TO THE CITY OF COSTA MESA MAINTENANCE DIVISION. CITY YARD ADDRESS 2310 PLACENTIA AVE, COSTA MESA, CA 92627, PHONE NUMBER (714)
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BENCHMARK



MARKERS (RPM) AT 24'

SPACING O.C.

CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

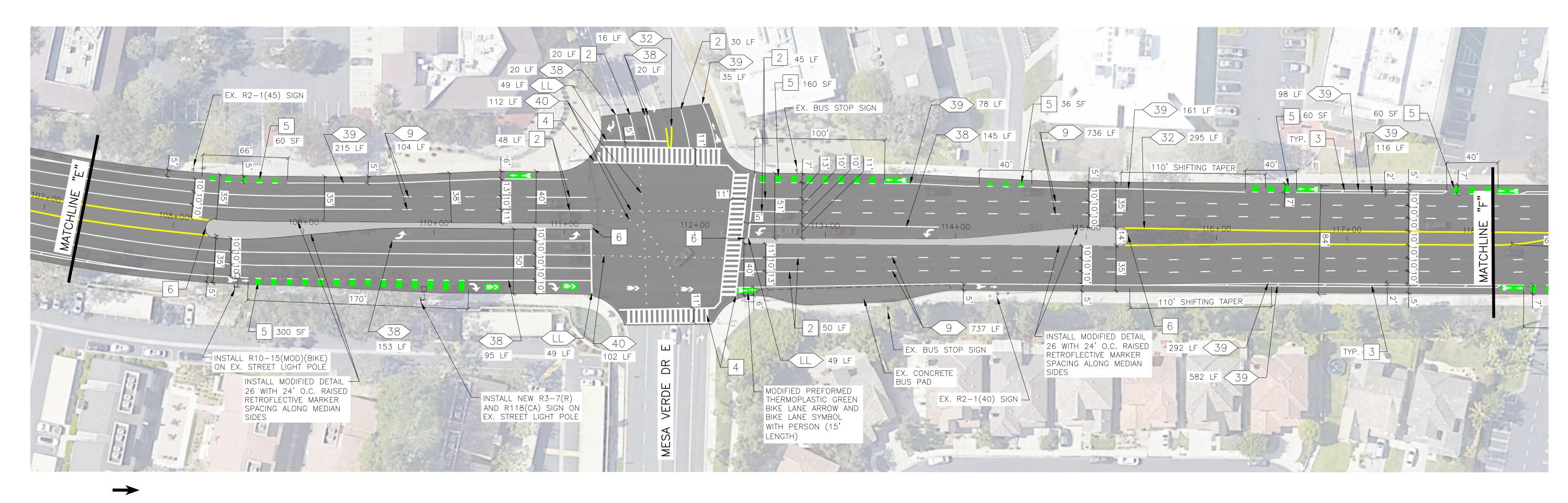
> ADAMS AVENUE SIGNING AND STRIPING PLAN

GRAPHIC SCALE

				BENCHMARK NO.		44 /47 /07	
NO. DATI	INITIALS	APP'VD		DENOMINATOR OF THE PROPERTY OF	DRAWN BY: RN/KB	11/17/23	A.
		DA	ATE OF CONSTRUCTION		CHECKED BY: JR/RN		
					RECOMMENDED BY: Juif a. Posle	11/21/23	
			BEGIN END		APPROVED BY: J. Jana	11/27/23	A
		DAT	ATE ACCEPTED BY CITY COUNCIL	BASIS OF BEARING:	×. jung		B

PLAN NUMBER SS-5

SHEET

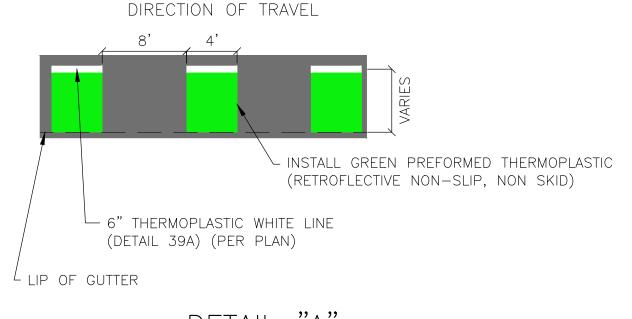


CROSSHATCH LINES UP WITH CENTER OF DETAIL

THERMOPLASTIC)

- PAINT DETAIL 39A (THERMOPLASTIC

IF ADJACENT TO GREEN PREFORMED



SIGNING & STRIPING GENERAL NOTES

BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.

INSTALLED PRIOR TO COMMENCING WORK.

ASSURE PUBLIC SAFETY AT ALL TIMES.

THE CITY INSPECTOR.

TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.

FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.

13. FLASHING ARROW PANEL(S) SHALL BE USED ON ANY LANE CLOSURE.

SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.

SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM

ALL SIGN FACE REFLECTIVE SHEETING SHALL BE DIAMOND GRADE RETROFLECTIVE WITH PROTECTIVE OVERLAY

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TRAFFIC CONTROL DEVICES (CA MUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE

36' TYP

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 - 21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.
- THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY 22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
 - 23. PARKING MAY BE PROHIBITED, AS NEEDED, BY POSTING APPROVED TEMPORARY "NO PARKING" SIGNS DEFINING THE TIME AND DATE OF ANY SUCH RESTRICTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. SIGN SPACING SHALL BE 100 FEET MAXIMUM.
 - WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A
 - 25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURERS SPECS. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.

PREFORMED GREEN THERMOPLASTIC SHARROW (NON-SLIP, NON-SKID) GREENBACK SHARROW

6" WIDE WHITE PAINT CROSSHATCH

ANGLE AT 36' SPACING O.C. PER

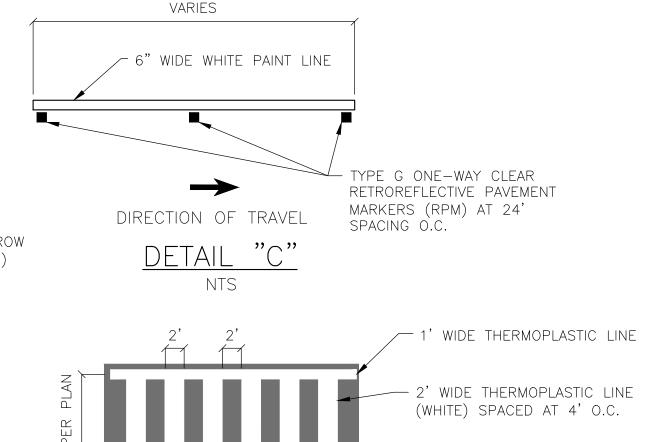
PAVEMENT MARKINGS AT 45 DEGREE

- DETAIL 39 FOR BIKE LANE

LINE AND BUFFER (TYP.)

CONSTRUCTION NOTES:

- INSTALL 1' WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
- PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C"
- INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 36' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B"
- INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL THIS SHEET.
- INSTALL PREFORMED GREEN NON-SKID RETROFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL THIS
- INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE



LADDER CROSSWALK

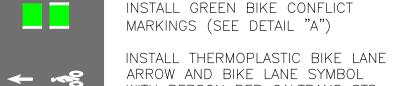
NTS

LEGEND:

← ત્કે

NEW TRAFFIC LINE DETAIL

NEW 1' WIDE THERMOPLASTIC LIMIT LINE



ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD PLANS A24A AND A24C

INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4'X20').

INSTALL THERMOPLASTIC TYPE IV(L/R)PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A

INSTALL THERMOPLASTIC GREENBACK SHARROW PAVEMENT MARKING (4'X10'). SEE DETAIL THIS SHEET

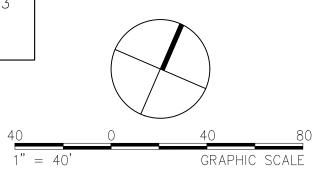
INSTALL WHITE THERMOPLASTIC

SHARROW PAVEMENT MARKING.

NOTE TO CONTRACTOR:

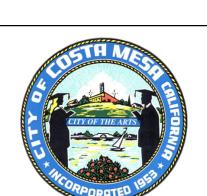
ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 6" MINIMUM WIDTH.



REVISIONS		LIC. #	BENCHMARK	DESIGNED BY: RN/KB	DATE
NO DATE INITIALS	APP'VD		BENCHMARK NO.	DRAWN BY: RN/KB	11/17/2
NO. DATE INITIALS	APP VU			DRAWN BT: RN/KB	
	DATE OF CONSTRUCTION			CHECKED BY: JR/RN	
				RECOMMENDED BY: Juif a. Rosale	11/21/2
	BEGIN	END		APPROVED BY: J. Jana	11/27/23

SMOOTH TRANSITION AND AVOID ANY ABRUPT CHANGES.



CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

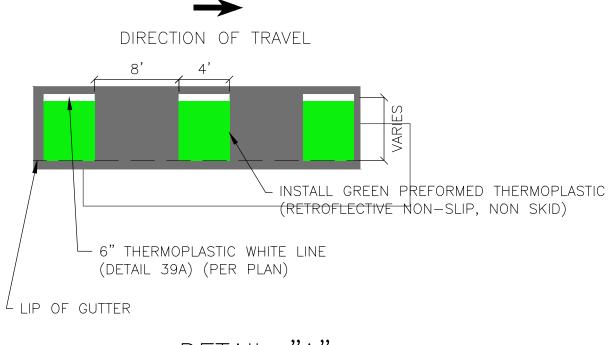
— 1' WIDE THERMOPLASTIC LINE

ADAMS AVENUE SIGNING AND STRIPING PLAN SHEET

CONSTRUCTION NOTES:

- INSTALL 1' WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
- PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C"
- INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 36' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B"
- INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL THIS SHEET.
- INSTALL PREFORMED GREEN NON-SKID RETROFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL THIS
- INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE

AND AROUND MEDIAN NOSE



INSTALL R81(CA) SIGN (18"X12") ON NEW SIGN POST -INSTALL THERMOPLASTIC "WAIT HERE" PAVEMENT MARKING WORDS SPACED 32' MIN CLEAR (TYP.) EX. "STOP HERE ON FLASHING RED" SIGN — 70 LF 170 LF 123+00 "KEEP CLEAR" PAVEMENT MARKING WORDS SPACED / INSTALL THERMOPLASTIC 32' MIN CLEAR (TYP.)

SIGNING & STRIPING GENERAL NOTES

- 1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
- 2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE DIAMOND GRADE RETROFLECTIVE WITH PROTECTIVE OVERLAY
- 3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED SKID RESISTANT THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH TWO COATS MINIMUM.
- 4. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS, AND CURB PAINT SHALL BE REMOVED BY WET SANDBLASTING PRÍOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGNS AND RAISED 18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND, THE CONTRACTOR PAVEMENT MARKERS SHALL ALSO BE REMOVED. ALL CROSSWALK MARKINGS TO BE INSTALLED OUTSIDE OF THE BOUNDS OF THE REPAVING PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSWALK LINES.
- 5. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF
- 6. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF

 CONDITIONS EXIST WHICH ARE CONTRACTOR TO MAINTAIN EGRESS AND INGRESS OF ABUTTING DRIVEWAYS

 20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN EGRESS AND INGRESS OF ABUTTING DRIVEWAYS BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.
- 7. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
- 8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6 (TEMPORARY TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK"
- 9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY 22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING INSTALLED PRIOR TO COMMENCING WORK.
- 10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
- 11. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY OF COSTA MESA TO ASSURE PUBLIC SAFETY AT ALL TIMES.
- 12. THE CONTRACTOR SHALL UTILIZED FLAGGER(S) DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY
- 13. FLASHING ARROW PANEL(S) SHALL BE USED ON ANY LANE CLOSURE.

- ANY PORTIONS OF EX. SHARROW

NOT REMOVED BY REPAVING TO

RE REMOVED FROM ROADWAY

BEFORE INSTALLATION OF NEW

ELM AVE

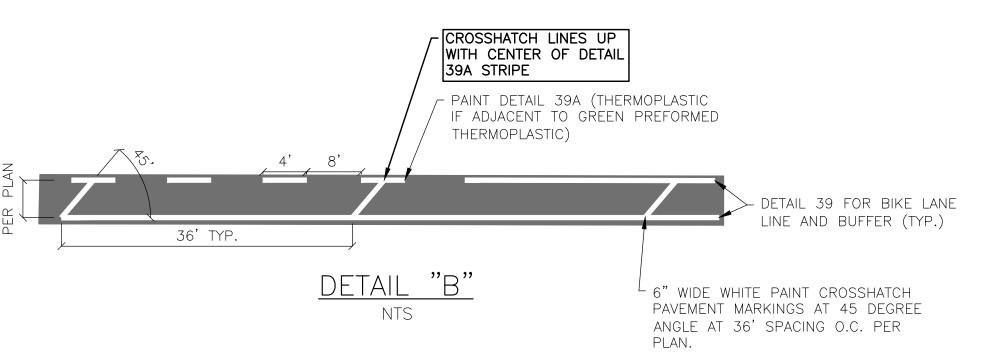
THERMOPLASTIC "25"

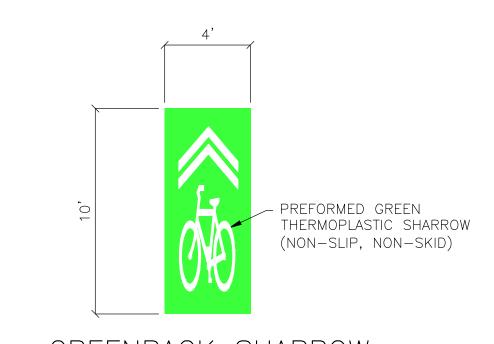
PAVEMENT MARKING

- INSTALL

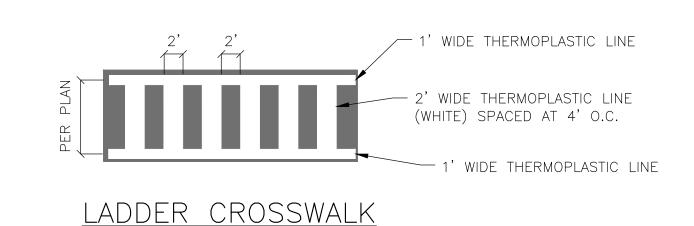
14. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.

- 15. CONTRACTOR TO CAT-TRACK PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CAT-TRACKED MARKINGS AND SIGN/POST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND
- 16. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL.
- 17. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
- SHALL INFORM THE PROJECT ENGINEER OF ANY ERROR, OMISSION, AND/OR DISCREPANCY BEFORE START
- 19. ALL REMOVED SIGN(S) SHALL BE SALVAGED AND DELIVERED TO THE CITY OF COSTA MESA MAINTENANCE DIVISION. CITY YARD ADDRESS 2310 PLACENTIA AVE, COSTA MESA, CA 92627, PHONE NUMBER (714)
- AND MINOR STREET INTERSECTIONS AND ACCESS TO ALL PUBLIC AND PRIVATE DRIVEWAYS IN THE CONSTRUCTION AREA NOT RELATED TO THE SPECIFIC PROJECT. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO NEIGHBORING RESIDENTS, BUSINESSES, PROPERTY OWNERS, AND OCCUPANTS WITHIN 1000' OF THE WORK ZONE 72-HOURS IN ADVANCE REGARDING PLANNED LANE AND ROAD CLOSURES OR CONSTRUCTION WORK THAT WILL DIRECTLY AFFECT AND BLOCK DRIVEWAY ACCESS.
- 21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.
- THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
- 23. PARKING MAY BE PROHIBITED, AS NEEDED, BY POSTING APPROVED TEMPORARY "NO PARKING" SIGNS DEFINING THE TIME AND DATE OF ANY SUCH RESTRICTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. SIGN SPACING SHALL BE 100 FEET MAXIMUM.
- 24. WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A SMOOTH TRANSITION AND AVOID ANY ABRUPT CHANGES.
- 25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURERS SPECS. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.





GREENBACK SHARROW



VARIES ' WIDE WHITE PAINT LINE MARKERS (RPM) AT 24' DIRECTION OF TRAVEL SPACING O.C.

TYPE G ONE-WAY CLEAR RETROREFLECTIVE PAVEMENT

DETAIL "C"

LEGEND:

 $\langle XXX \rangle$ NEW TRAFFIC LINE DETAIL

NEW 1' WIDE THERMOPLASTIC LIMIT LINE

INSTALL GREEN BIKE CONFLICT MARKINGS (SEE DETAIL "A") PLANS A24A AND A24C

INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD

INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4'X20').

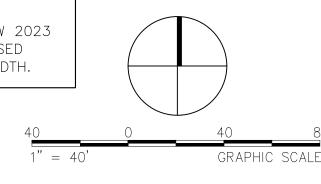
INSTALL THERMOPLASTIC TYPE IV(L/R) SHARROW PAVEMENT MARKING (4'X10'). SEE DETAIL THIS SHEET

PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A INSTALL THERMOPLASTIC GREENBACK

NOTE TO CONTRACTOR:

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 6" MINIMUM WIDTH.



CONTRACTOR BENCHMARK LIC.# DESIGNED BY: RN/KB **REVISIONS** BENCHMARK NO. 1/17/2 NO. DATE INITIALS DRAWN BY: RN/KB CHECKED BY: JR/RN DATE OF CONSTRUCTION RECOMMENDED BY: Juit a. Posite 11/21/2 BEGIN 11/27/23 BASIS OF BEARING: DATE ACCEPTED BY CITY COUNCIL

EX. "STOP HERE ON

FLASHING RED" SIGN

"WAIT HERE" PAVEMENT

80 SF 32' MIN CLEAR (TYP.)

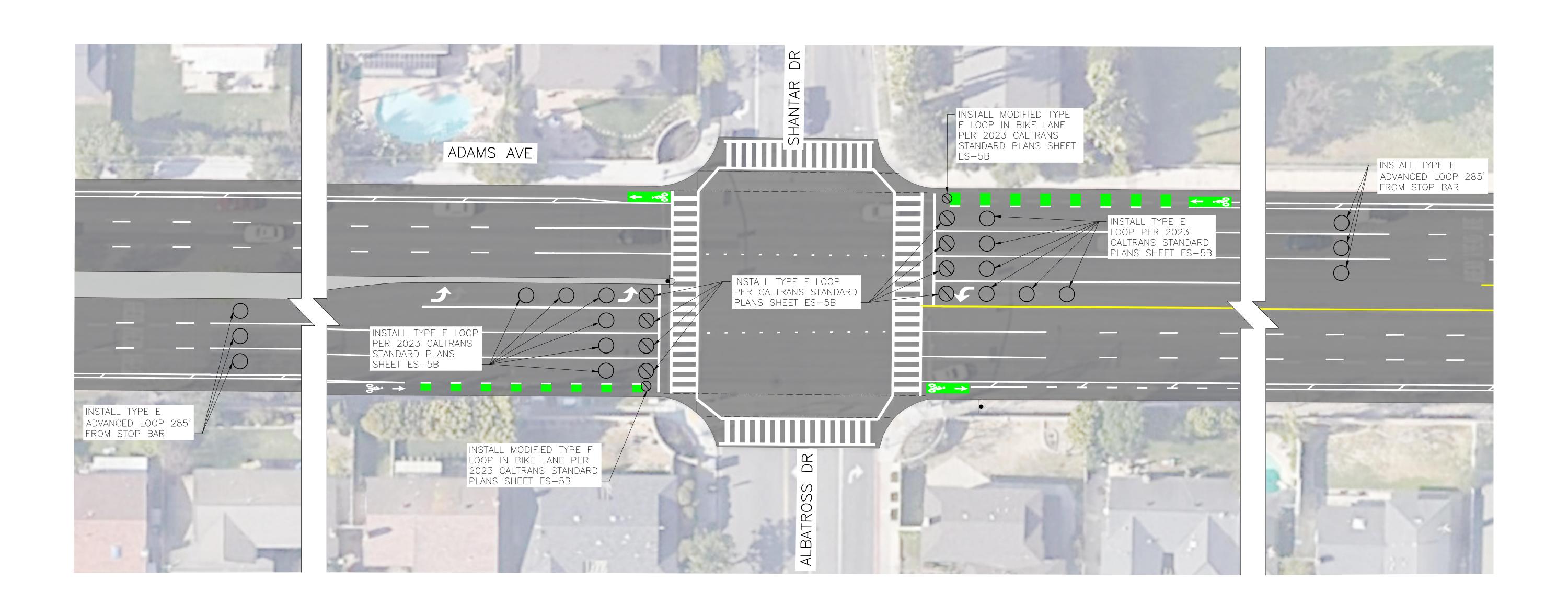
MARKING WORDS SPACED

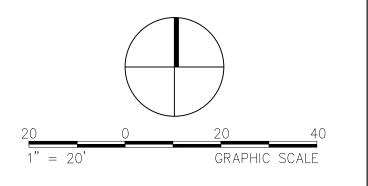
CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

ADAMS AVENUE SIGNING AND STRIPING PLAN SHEET

PLAN NUMBER

SS-7





REVISIONS		CONTRACTOR	LIC. #	BENCHMARK	DESIGNED BY: RN/KB	DATE
NO. DATE INITIALS	APP'VI			BENCHMARK NO.	DRAWN BY: KB	10/06/23
		DATE OF CONSTRUCTION			CHECKED BY: RN	
					RECOMMENDED BY: Juif a. Zosale	11/21/23
		BEGIN	END		APPROVED BY: J. Yana	11/27/23
		DATE ACCEPTED BY CITY COUNCIL		BASIS OF BEARING:	S. Jung	

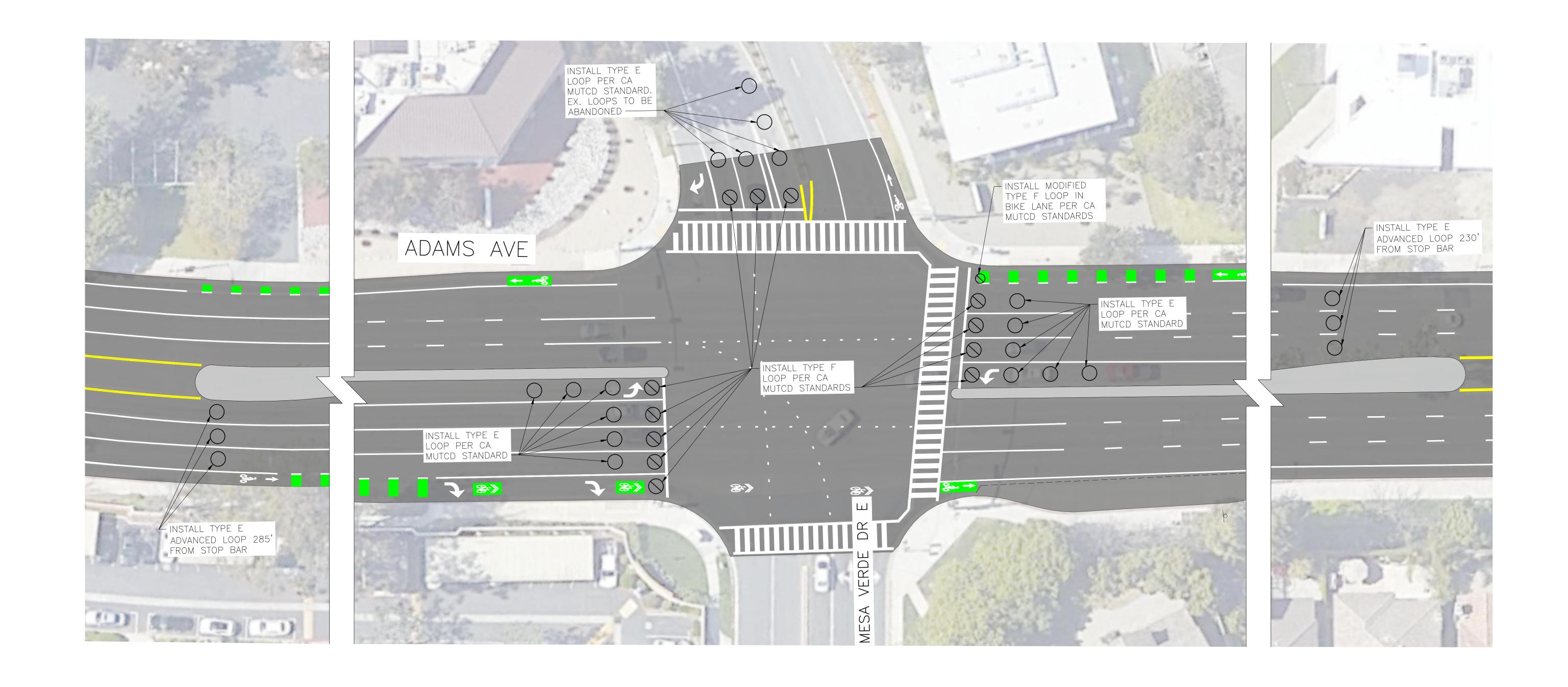


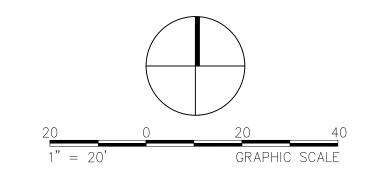
CITY OF COSTA MESA	
DEPARTMENT OF PUBLIC WORKS / TRANSPORTATION SERVICES DIVISION	

ADAMS AVENUE LOOP PLAN SHEET

- 13 of 15

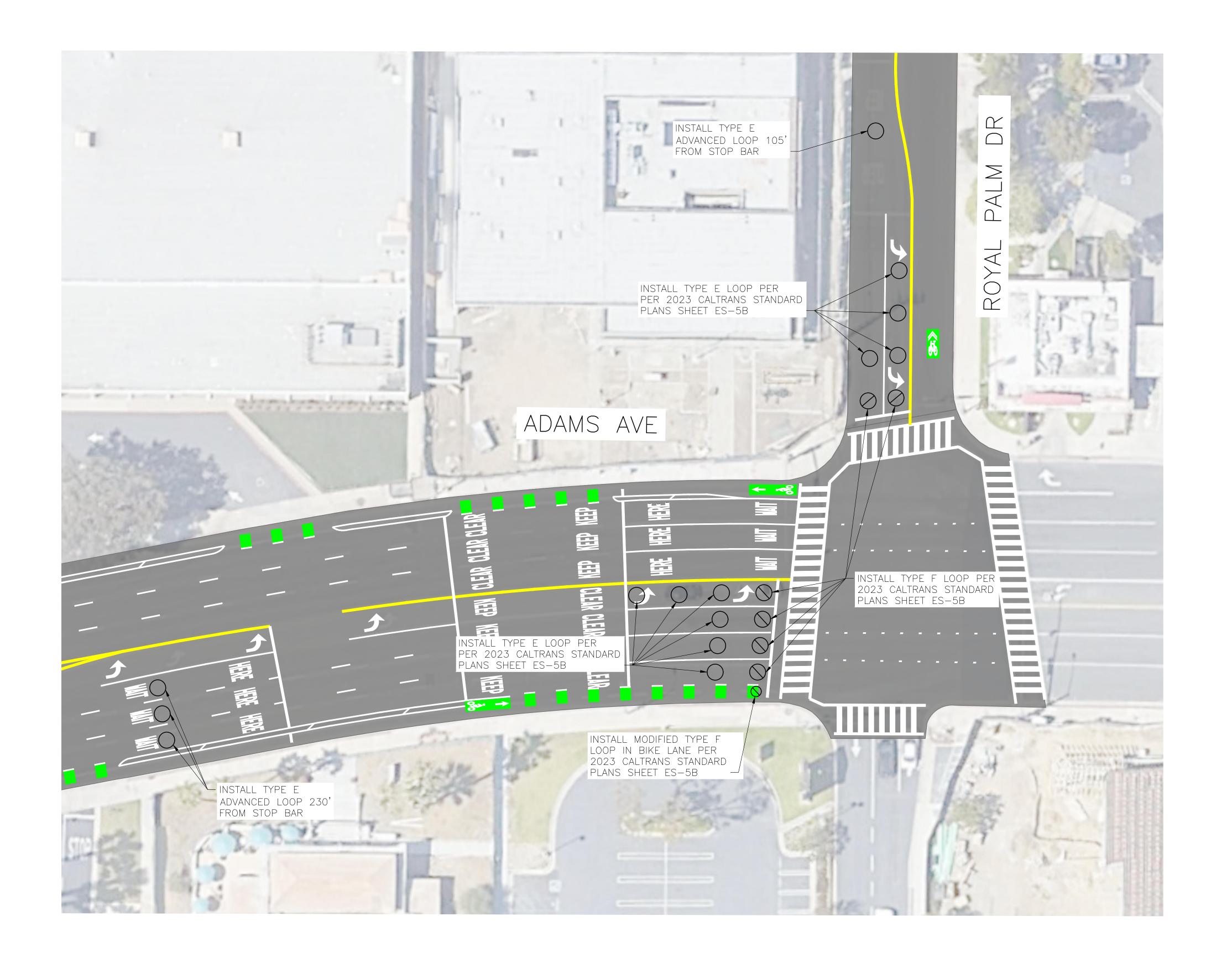
PLAN NUMBER

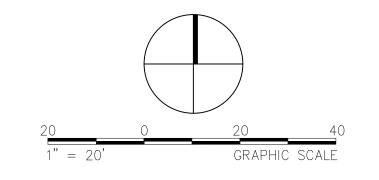




REVISIONS	CONTRACTOR	LIC. #	BENCHMARK	DESIGNED BY: RN/KB	DATE		CITY OF COSTA MESA
NO. DATE INITIALS	APP'VD		BENCHMARK NO.	DRAWN BY: KB	10/06/23		DEPARTMENT OF PUBLIC WORKS / TRANSPORTATION S
	DATE OF CONSTRUCTION			CHECKED BY: RN			
				RECOMMENDED BY: Juif a. Posle	11/21/23	CITY OF THE ARTS	ADAMS AVENUE
	BEGIN	END		APPROVED BY: J. Yang	11/27/23		LOOP PLAN
	DATE ACCEPTED BY CITY COUNCIL		BASIS OF BEARING:	~ <u> </u>		CORPORATED 198	LOOITLAN

TH W	CITY OF COSTA MESA
	DEPARTMENT OF PUBLIC WORKS / TRANSPORTATION SERVICES DIVISION
CITY OF THE ARIS	ADAMS AVENUE
OAPOROTES SE	LOOP PLAN
The state of the s	





REVISIONS		CONTRACTOR	LIC. #	BENCHMARK	DESIGNED BY: RN/KB	DATE
NO. DATE INITIALS	APP'VE)		BENCHMARK NO.	- DRAWN BY: KB	10/06/23
		DATE OF CONSTRUCTION			CHECKED BY: RN	
		-			RECOMMENDED BY: Juif a. Bosla	11/21/23
		BEGIN	END	BASIS OF BEARING:	APPROVED BY: S. Yang	11/27/23
		DATE ACCEPTED BY CITY COUNCIL		DASIS OF BLANING.	7-0-0	



CITY OF COSTA MESA
DEPARTMENT OF PUBLIC WORKS / TRANSPORTATION SERVICES DIVISION
ADAMS AVENUE

LOOP PLAN

15 of 15
PLAN NUMBER
1 00P-3

EXHIBIT C

BONDS

EXHIBIT D

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

ATTACHM ENTER(MM/DD/YYYY)

2/8/2024

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

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

	righte to the continuate holder in it		····(•)·			
PRODUCER	CONTACT NAME:					
Edgewood Partners Insur P.O. Box 5003	PHONE (A/C, No, Ext):	PHONE (A/C, No. Ext): 559-451-3200 FAX (A/C, No): 9				
P.O. Box 5003 San Ramon, CA 94583		E-MAIL ADDRESS:	E-MAIL ADDRESS: EPICcerts@epicbrokers.com			
•			INSURER(S) AFFORDING COVER	AGE	NAIC#	
www.epicbrokers.com	CA LICENSE #0B29370	INSURER A: Arc	INSURER A: Arch Specialty Insurance Company			
All American Asphalt P.O. Box 2229 Corona CA 92878		INSURER B : Zu	INSURER B: Zurich American Insurance Company 1653			
		INSURER C: Gr	INSURER C: Great American Insurance Company			
		INSURER D:				
		INSURER E :				
		INSURER F:				

COVERAGES CERTIFICATE NUMBER: 78582659 REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE		SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		
Α	1	COMMERCIAL GENERAL LIABILITY			DPC100585607	8/1/2023	8/1/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
								MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY			BAP557108811	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	1	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	/	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
С		UMBRELLA LIAB ✓ OCCUR			TUE347483603	8/1/2023	8/1/2024	EACH OCCURRENCE	\$5,000,000
	✓	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED ✓ RETENTION \$10,000						Following-Form	\$
В		KERS COMPENSATION EMPLOYERS' LIABILITY			WC593205710	8/1/2023	8/1/2024	✓ PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	idatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

Certificate Holder is Additional Insured if Required by Written Contract Excluding Workers Compensation

CERTIFICATE HOLDER	CANCELLATION
City of Costa Mesa P.O. Box 1200, 77 Fair Drive Costa Mesa CA 92628	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Maleah Cantrell

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PO Box 5003

San Ramon, CA 94583 Phone: 925.244.7700 Fax: 925.901-0244

Email: EPICcerts@epicbrokers.com

To: Whom it may concern

Regarding: Notice of Cancellation

Date Issued: 2/8/2024

Named Insured(s): All American Asphalt

Policy Number(s): DPC100585607

BAP557108811 WC593205710 TUE347483603

CERTIFICATE HOLDER:

City of Costa Mesa P.O. Box 1200, 77 Fair Drive Costa Mesa CA 92628

Should the above described policy be cancelled before the expiration date thereof, we will mail 30 days written notice to the above referenced Certificate Holder; except, 10 days notice for non-payment of premium.

Sincerely,

Maleah Cantrell

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)	Location(s) Of Covered Operations
Or Organization(s):	
Any person or organization where the Named Insured has agreed to add as an additional insured by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense	Any location where required by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense.
Information required to complete this Schedule, if not	shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - **2.** The acts or omissions of those acting on your behalf;

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be

- broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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

Policy Number: DPC100585607 Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

REFERENCE:

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s)						
Or Organization(s)	Location And Description Of Completed Operations					
Any person or organization where the Named Insured has agreed to add as an additional insured by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such

additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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

Policy Number: DPC100585607 Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

REFERENCE:

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

REFERENCE:

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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

Policy Number: DPC100585607

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization where the waiver of our right to recover is permitted by law and is required by written contract or agreement, provided the contract or agreement is executed prior to any occurrence or offense

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

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

We waive any right of recovery we may have against the person or organization shown in the

Schedule above because of payments we make

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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

Policy Number: DPC100585607

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

REFERENCE:

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

for injury or damage arising out of your ongoing

operations or "your work" done under a contract

with that person or organization and included in the "products-completed operations

hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: BAP557108811

COMMERCIAL AUTO CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

CA 20 48 10 13

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Page 1 of 1



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

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

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR **ORGANIZATION**

Job Description
ALL CA OPERATIONS

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

REFERENCE: #23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

Policy Number: WC593205710

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

WC 252 (4-84) WC 04 03 06 (Ed. 4-84)

EXHIBIT E DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

CITY OF COSTA MESA, CALIFORNIA COUNCIL POLICY

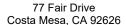
SUBJECT	POLICY Number	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

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

CITY OF COSTA MESA, CALIFORNIA COUNCIL POLICY

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

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





CITY OF COSTA MESA Agenda Report

File #: 24-068 Meeting Date: 3/19/2024

TITLE:

AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM LEASE AND MAINTENANCE AGREEMENT

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: DAVID CASAREZ, LIEUTENANT

CONTACT INFORMATION: DAVID CASAREZ, 714-754-5266

RECOMMENDATION:

Staff recommends the City Council:

- 1. Authorize the lease of 31 existing Flock Safety Inc. automated license plate reader (ALPR) camera systems from the Omnia Partners Cooperative Agreement No. 23-6692-03 with Insight Public Sector in an amount not to exceed \$306,900 utilizing general funds from the department's budget for a term of three years.
- 2. Authorize the lease of 15 new Flock Safety Inc. automatic license plate reader (ALPR) camera systems from the Omnia Partner Cooperative Agreement No. 23-6692-03 with Insight Public Sector in an amount not to exceed \$153,750 utilizing funds from the awarded Organized Retail Theft (ORT) grant for a term of three years.
- 3. Authorize the City Manager or designee to execute two separate agreements for maintenance of the automated license plate reader (ALPR) camera systems with Flock Safety Inc., in a form approved by the City Attorney.

BACKGROUND:

Auto theft not only deprives vehicle owners of their property but also furnishes criminals with a means to carry out additional offenses in stolen vehicles. Consequently, crimes frequently involve the use of stolen automobiles. Directing proactive enforcement measures towards auto theft often reveals other criminal activities and serves as a deterrent to more serious offenses.

Police agencies have employed Automated License Plate Reader (ALPR) technology to locate stolen vehicles and solve crimes involving the use of automobiles. The evolution of ALPR technology has made it more affordable. Traditional ALPR systems are comprised of costly fixed camera locations or mobile devices in patrol cars. Although the Costa Mesa Police Department has previously deployed other mobile ALPRs for years, these older devices have reached the end of their operational life and are no longer in use.

File #: 24-068 Meeting Date: 3/19/2024

The Flock Safety Inc. ALPR System (Flock) entails installing cameras throughout an area to improve coverage. The proposed lease with Flock comprises 15 additional cameras to complement the existing 31 cameras already leased/used by the Costa Mesa Police Department. Flock cameras are situated to monitor major entry and exit points across the city, strategically positioned to aid in criminal investigations and the recovery of stolen vehicles.

Flock captures data such as date, time, location, license plate details (state, partial, paper, and no plate), and vehicle information (type and color). These features allow for retroactive search capabilities to investigate crimes. Moreover, the Costa Mesa Police Department utilizes Flock's real-time alerting for "hotlist" vehicles, which include stolen vehicles, vehicles used in crimes, and vehicles associated with wanted criminals. This feature allows for the immediate notification and response of police personnel to stop, investigate, and apprehend wanted criminals.

Flock's technology gathers unbiased evidence while preserving individual privacy. Flock does not photograph or record vehicle occupants and does not employ facial recognition capabilities. The data collected by the ALPR cameras is utilized for law enforcement investigations only. This data is shared exclusively with law enforcement agencies within California.

Flock cameras are self-sustained, utilizing solar and cellular (LTE) data communications which is a favorable and cost-effective approach to deploying ALPR cameras in the community. Unlike other fixed or mobile ALPR devices, Flock allows for broader coverage of the city, with vendor-provided system maintenance rather than relying on City staff. Flock's lease program offers an all-inclusive model for deploying ALPR cameras, as Flock is the sole manufacturer and developer of the Flock ALPR camera. Notably, Flock differs from other ALPR companies as they are the only manufacturer and service provider that offers ALPR services through its leasing contracts, while others require the city to purchase equipment.

Flock offers significant advantages, including a straightforward annual flat-rate lease per camera priced at \$3,000. Additionally, Flock includes a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, continuous software improvements, camera setup, mounting, shipping, and handling.

ANALYSIS:

In June 2022, the City leased 31 Flock Safety ALPR cameras through Omnia Partners Cooperative Agreement No. 44-0000-6644 with Insight Public Sector. The City entered into a one-year agreement with Flock Safety, Inc. approved to form by Legal, to lease and provide maintenance to the 31 Flock Safety ALPR cameras. Since then, a new cooperative agreement No. 23-6692-03 through Omnia Partners with Insight Public Sector has been executed. This agreement will be utilized for the lease and maintenance in total of 46 Flock Safety Inc. automated license plate reader (ALPR) camera systems.

This cooperative agreement meets all requirements set forth by the City of Costa Mesa's Purchasing Policy and all the requirements set forth by the State of California regarding regional, state, and national cooperative purchasing agreements. Omnia Partners has established an approved vendor

File #: 24-068 Meeting Date: 3/19/2024

list following a nationwide competitive bid process, which includes Insight Public Sector. This process confirms the City still receives the lowest available pricing and meets the competitive bid process requirements. At the time of the initial contract, the purchase did not meet the cost threshold for City Council approval. Since that time, a new cooperative agreement through Omnia Partners with Insight Public Sector was executed with a modest price increase requiring City Council approval.

Since the installation of Flock in February 2023, Costa Mesa's ALPR cameras have directly led to 84 felony arrests, including cases of grand theft, possession of stolen vehicles, embezzled vehicles, vehicle burglaries, and apprehending wanted individuals. Flock has also led to the recovery of 69 stolen vehicles in Costa Mesa, valued at approximately \$1.118 million. Additionally, crucial information about a vehicle linked to a homicide suspect from another jurisdiction was captured as it drove through Costa Mesa. This information was shared with the local investigating agency and led to the arrest of the homicide suspect.

ALTERNATIVES:

The City Council may elect not to renew the lease for the established 31 Flock ALPR Systems; however, this is not recommended as they have already proven to be a valuable tool in the recovery of stolen vehicles, apprehending dangerous wanted criminals, and increasing public safety.

The City Council may elect not to move forward with the lease of the 15 Flock ALPR Systems; however, this alternative is not recommended as the primary goal of the awarded ORT Grant is to increase directed enforcement and investigative capabilities in an effort to reduce retail theft, auto theft, and auto accessory theft in the community.

FISCAL REVIEW:

The lease and maintenance of 31 Flock ALPR systems are included in the Police Department's FY 2023/24 General Fund budget.

There are sufficient appropriations for technology under the awarded \$3.5 million ORT Grant to fund a 3-year agreement to lease and maintain an additional 15 Flock ALPR systems.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda 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

CONCLUSION:

Staff recommends the City Council:

1. Authorize the lease of 31 existing Flock Safety Inc. automated license plate reader (ALPR) camera systems from the Omnia Partners Cooperative Agreement No. 23-6692-03 with Insight Public Sector in an amount not to exceed \$306,900 utilizing general funds from the

File #: 24-068 Meeting Date: 3/19/2024

department's budget for a term of three years.

2. Authorize the lease of 15 Flock Safety Inc. automatic license plate reader (ALPR) camera systems from the Omnia Partner Cooperative Agreement No. 23-6692-03 with Insight Public Sector in an amount not to exceed \$153,750 utilizing funds from the awarded Organized Retail Theft (ORT) grant for a term of three years.

3. Authorize the City Manager or designee to execute an agreement for maintenance of the automated license plate reader (ALPR) camera systems with Flock Safety Inc. in a form approved by the City Attorney.



INSIGHT PUBLIC SECTOR SLED 2701 E INSIGHT WAY CHANDLER AZ 85286-1930 Tel: 800-467-4448

Page 1 of 4

SOLD-TO PARTY 11115748

CITY OF COSTA MESA ACCOUNTS PAYABLE PO BOX 1200

COSTA MESA CA 92628-1200

SHIP-TO

CITY OF COSTA MESA

POLICE DEPT. 99 FAIR DR

COSTA MESA CA 92626-6520

Quotation

Quotation Number: 0227058913 : 25-JAN-2024 **Document Date**

PO Number

PO release:

Sales Rep : Cathy Chapman

Email : CATHY.CHAPMAN@INSIGHT.COM

Telephone

We deliver according to the following terms:

Payment Terms : Net 30 days

Ship Via : Insight Assigned Carrier/Ground

Terms of Delivery : FOB ORIGIN

Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: https://www.flocksafety.com/terms-and-conditions-eula

TERM LENGTH: 36 Months

MUST BE INCLUDED ON CLIENT PO

THIS IS A 3 YEAR ANNUAL PAYMENT COMMITMENT

Year 1 - Lines 20-50 - \$54,750.00 plus applicable tax - Invoiced 100% upon issuance of PO

Year 2 - Line 60-70 - \$49,500.00 plus applicable tax - Invoiced at first anniversary Year 3 - Line 80-90 - \$49,500.00 plus applicable tax - Invoiced at first anniversary

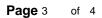
Total Contract Commit - \$153,750.00 plus applicable tax

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING	1		
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AN SERVICES(# 23-6692-03)	D		
Solution includes the	following:			
PS-IMP-STD-CHEC	FLÖCK GROUP ONE-TIME PROFESSIONAL	6	650.00	3,900.00
	SERVICES -			,
	STANDARD IMPLEMENTATION FEE			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AN	D		
	SERVICES(# 23-6692-03)			
	List Price: 848.99			
	Discount: 23.438%	_		
<u>PS-IMP-EXST</u>	FLOCK GROUP PROFESSIONAL SERVICES	9	150.00	1,350.00
	EXISTING			
	INFRASTRUCTURE MOUNTING SERVICE			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AN	D		
	SERVICES(# 23-6692-03)			
	List Price: 195.99 Discount: 23.465%			
	DISCOURT. 23.403%			





Material	Material Description	Quantity	Unit P	rice Extended Price
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-	15	3,000.00	45,000.00
	FREE (SOLAR		,	,
	POWER + LTE), LICENSE PLATE RECOGNITION			
	CAMERA WITH VEHICLE FINGERPRINT ™			
	TECHNOLOGY			
	+ MACHINE LEARNING SOFTWARE AND REAL- TIME			
	ALERTS FOR UNLIMITED USERS			
	Coverage Dates: 01-MAR-2024 - 28-FEB-2025			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND			
	SERVICES(# 23-6692-03)			
	List Price: 3319.99			
FLCK-FALCON-EXTE	Discount: 9.638% EXTENDED DATA PER CAMERA ADDITIONAL	15	300.00	4,500.00
FLOR-FALCON-EXTE	DATA	15	300.00	4,500.00
	STORAGE OF UP TO 12 MONTHS. SUBJECT TO			
	REVIEW			
	AND ADHERENCE WITH FLOCK SAFETY'S DATA			
	RETENTION POLICY. APPROVAL FROM FLOCK			
	SAFETY			
	REQUIRED			
	Coverage Dates: 01-MAR-2024 - 28-FEB-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND			
	SERVICES(# 23-6692-03)			
	List Price: 331.99			
	Discount: 9.636%			
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-	15	3,000.00	45,000.00
	FREE (SOLAR			
	POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT ™			
	TECHNOLOGY			
	+ MACHINE LEARNING SOFTWARE AND REAL-			
	TIME			
	ALERTS FOR UNLIMITED USERS			
	Coverage Dates: 01-MAR-2025 - 28-FEB-2026			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)			
	List Price: 3319.99			
	Discount: 9.638%			
FLCK-FALCON-EXTE	EXTENDED DATA PER CAMERA ADDITIONAL	15	300.00	4,500.00
	DATA			
	STORAGE OF UP TO 12 MONTHS. SUBJECT TO REVIEW			
	AND ADHERENCE WITH FLOCK SAFETY'S DATA			
	RETENTION POLICY. APPROVAL FROM FLOCK			
	SAFETY			
	REQUIRED			
	Coverage Dates: 01-MAR-2025 - 28-FEB-2026			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND			
	SERVICES(# 23-6692-03) List Price: 331.99			
	Discount: 9.636%			
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PUBLIC SECTOR	•

() !	FLOCK GROUP FALCON INFRASTRUCTURE- FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT ™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL- TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 01-MAR-2026 - 28-FEB-2027 DMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99	15	3,000.00	45,000.00
FLCK-FALCON-EXTD	Discount: 9.638% EXTENDED DATA PER CAMERA ADDITIONAL DATA STORAGE OF UP TO 12 MONTHS. SUBJECT TO REVIEW AND ADHERENCE WITH FLOCK SAFETY'S DATA RETENTION POLICY. APPROVAL FROM FLOCK SAFETY REQUIRED Coverage Dates: 01-MAR-2026 - 28-FEB-2027 DMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 331.99 Discount: 9.636%	15	300.00	4,500.00
			ct Subtotal es Subtotal	148,500.00 5,250.00 0.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Total

Sincerely,

Cathy Chapman

CATHY.CHAPMAN@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering,

153,750.00







paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs. https://www.insight.com/terms-and-policies



INSIGHT PUBLIC SECTOR SLED 2701 E INSIGHT WAY CHANDLER AZ 85286-1930 Tel: 800-467-4448

of 3 Page 1

SOLD-TO PARTY 11115748

CITY OF COSTA MESA ACCOUNTS PAYABLE PO BOX 1200

COSTA MESA CA 92628-1200

SHIP-TO

CITY OF COSTA MESA

POLICE DEPT. 99 FAIR DR

COSTA MESA CA 92626-6520

Quotation

Quotation Number: 0227114304 : 12-FEB-2024 **Document Date**

PO Number

PO release: Sales Rep : Cathy Chapman

Email

Telephone

: CATHY.CHAPMAN@INSIGHT.COM

We deliver according to the following terms:

Payment Terms : Net 30 days

Ship Via : Insight Assigned Carrier/Ground

Terms of Delivery : FOB ORIGIN

Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: https://www.flocksafety.com/terms-and-conditions-eula

TERM LENGTH: 38 Months TERM: 2/11/2024 - 4/10/2027

Per Flock Agreement, addition 2 months added to final year at no charge.

MUST BE INCLUDED ON CLIENT PO

THIS IS A 3 YEAR ANNUAL PAYMENT COMMITMENT

Year 1 - Line 20-30 - \$102,300.00 plus applicable tax - Invoiced 100% upon issuance of PO

Year 2 - Line 40-50 - \$102,300,00 plus applicable tax - Invoiced at first anniversary Year 2 - Line 60-70 - \$102,300.00 plus applicable tax - Invoiced at first anniversary

Total Contract Commit - \$306,900.00 plus applicable tax

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING	31		
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS ANI SERVICES(# 23-6692-03)	D		
Solution includes the				
FLCK-FALCON-2-LE	FLÖCK GROUP FALCON INFRASTRUCTURE- FREE (SOLAR	31	3,000.00	93,000.00
	POWÈR + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT ™			
	TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-			
	TIME ALERTS FOR UNLIMITED USERS			
	Coverage Dates: 11-FEB-2024 - 10-FEB-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	D		





/laterial	Material Description	Quantity	Unit P	rice Extended Price
FLCK-FALCON-EXTD		31	300.00	9,300.00
	DATA			
	STORAGE OF UP TO 12 MONTHS. SUBJECT TO			
	REVIEW AND ADHERENCE WITH FLOCK SAFETY'S DATA			
	RETENTION POLICY. APPROVAL FROM FLOCK			
	SAFETY			
	REQUIRED			
	Coverage Dates: 11-FEB-2024 - 10-FEB-2025			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND			
	SERVICES(# 23-6692-03)			
	List Price: 331.99			
	Discount: 9.636%	0.4	0.000.00	
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-	31	3,000.00	93,000.00
	FREE (SOLAR			
	POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT ™			
	TECHNOLOGY			
	+ MACHINE LEARNING SOFTWARE AND REAL-			
	TIME			
	ALERTS FOR UNLIMITED USERS			
	Coverage Dates: 11-FEB-2025 - 10-FEB-2026			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND			
	SERVICES(# 23-6692-03)			
	List Price: 3319.99			
FLCK-FALCON-EXTD	Discount: 9.638% EXTENDED DATA PER CAMERA ADDITIONAL	31	300.00	9.300.00
FLON-FALCON-EXID	DATA	31	300.00	9,300.00
	STORAGE OF UP TO 12 MONTHS. SUBJECT TO			
	REVIEW			
	AND ADHERENCE WITH FLOCK SAFETY'S DATA			
	RETENTION POLICY. APPROVAL FROM FLOCK			
	SAFETY			
	REQUIRED			
	Coverage Dates: 11-FEB-2025 - 10-FEB-2026			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND			
	SERVICES(# 23-6692-03) List Price: 331.99			
	Discount: 9.636%			
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-	31	3,000.00	93,000.00
	FREE (SOLAR		-,	,
	POWER + LTE), LICENSE PLATE RECOGNITION			
	CAMERA WITH VEHICLE FINGERPRINT ™			
	TECHNOLOGY			
	+ MACHINE LEARNING SOFTWARE AND REAL-			
	TIME			
	ALERTS FOR UNLIMITED USERS			
	Coverage Dates: 11-FEB-2026 - 10-APR-2027			
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)			
	List Price: 3319.99			
	Discount: 9.638%			



300.00

31

Page 3 of 3

9.300.00

Insight.

FLCK-FALCON-EXTD

EXTENDED DATA PER CAMERA ADDITIONAL

DATA

STORAGE OF UP TO 12 MONTHS. SUBJECT TO

REVIEW

AND ADHERENCE WITH FLOCK SAFETY'S DATA RETENTION POLICY. APPROVAL FROM FLOCK

SAFETY REQUIRED

Coverage Dates: 11-FEB-2026 - 10-APR-2027

OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND

SERVICES(# 23-6692-03)

List Price: 331.99 Discount: 9.636%

Product Subtotal	306,900.00
TAX	0.00
Total	306,900.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Cathy Chapman

CATHY.CHAPMAN@INSIGHT.COM

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SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs. https://www.insight.com/terms-and-policies

End-User License Agreement

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 "Anonymized Data" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
- 1.2 "Authorized End User(s)" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
- 1.3 "*Customer Data*" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
- 1.4. "Customer Hardware" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 1.5 "*Embedded Software*" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
- 1.6 "*Flock Hardware*" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.
- 1.7 "*Flock IP*" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
- 1.8 "*Flock Network End User(s)*" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

- 1.9 "*Flock Services*" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.10 "*Footage*" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
- 1.11 "Hotlist(s)" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.12 "*Installation Services*" means the services provided by Flock for installation of Flock Services.
- 1.13 "*Retention Period*" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.
- 1.14 "Vehicle FingerprintTM" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.
- 1.15 "Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("Retention Period"). Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). Customer shall be responsible for all acts and omissions of

Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of Authorized End User which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

- 2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.
- 2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "Support Services").
- 2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies; the competitive strength of, or market for, Flock's products or services; such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

 2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("Service Interruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing

access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term. 2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Permitted Purpose"); or (e) any unauthorized access to Flock Services through Customer's account ("Service Suspension"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension. 2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they

do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "Customer Obligations").

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

- 4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. <u>Flock does not</u> own and shall not sell Customer Data.
- 4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("*Customer Generated Data*"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of

Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent

the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

- 5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.
- 5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable cooperative agreement Order Form.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Term"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term. 7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination. 7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

- discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.
- 8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.
- 8.5 **Insurance.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock

or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) Commercial General Liability insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) Umbrella or Excess Liability insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) Professional Liability/Errors and Omissions insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) Commercial Automobile Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) Cyber Liability insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).
- 8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

- 9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.
- 9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.
- 9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses,

on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

9.4 **Customer Indemnity.** To the extent permitted by law, Customer shall indemnify and hold harmless Flock against any damages, losses, liabilities, settlements, and expenses in connection with any claim or action that arises from an alleged violation of Customer Obligations, Customer's sharing of any Customer Data, including any claim that such actions violate any applicable law or third party right.

10. INSTALLATION SERVICES AND OBLIGATIONS

- 10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.
- 10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the

event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

- 10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.
- 10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("*Customer Obligations*"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

- 11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).
- 11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

- 11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.
- 11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
- 11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.
- 11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.
- 11.7 **Special Terms.** Flock may offer certain special terms on an applicable Order Form or purchase order and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

- 11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.
- 11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.
- 11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.
- 11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or

omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

CUSTOMER NOTICES ADDRESS:

77 Fair Drive

Costa Mesa, CA 92626

ATTN: Captain Brian Wadkins, POLICE DEPARTMENT

With a copy to:

Jones Mayer

Costa Mesa City Attorney

3777 N. Harbor Blvd.

Fullerton, CA 92835

77 Fair Drive Costa Mesa, CA 92626



CITY OF COSTA MESA Agenda Report

File #: 24-100 Meeting Date: 3/19/2024

TITLE:

AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH CABCO YELLOW, INC. FOR SENIOR TRANSPORTATION PROGRAMS

DEPARTMENT: PARKS AND COMMUNITY SERVICES DEPARTMENT

PRESENTED BY: ALMA REYES, DEPUTY CITY MANAGER

CONTACT INFORMATION: ALMA REYES, DEPUTY CITY MANAGER, (714) 754-5090

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve and authorize the City Manager and the City Clerk to execute Amendment No. 1 to the Professional Services Agreement (PSA) with CabCo Yellow, Inc, DBA California Yellow Cab, for the Senior Transportation Programs and NHS Transportation Program to increase the not-to-exceed amount by \$130,000 for a total of \$300,000 annually with a 10% contingency.
- 2. Authorize the City Manager and City Clerk to execute future amendments to the agreement within Council authorized limits.

BACKGROUND:

The Costa Mesa Senior Center offers a Senior Transportation Program (STP) for Costa Mesa residents age 60 and older. The STP includes two components - the Senior Mobility Program (SMP) and the Medical Transportation Program (MTP).

The Senior Mobility Program (SMP) provides transportation to and from the Senior Center as well as for personal shopping trips and social trips within the boundaries of Costa Mesa's city limits. The program is paid for primarily by the Orange County Transportation Authority (OCTA) Measure M2 Fund dollars, with a 20% matching requirement of all M2 funds spent per year. M2 funding transportation improvements across the county is based on sales tax and is allocated to participating cities based on their share of the age 60 and older population and the amount of funding available. The 20% match from the city may be comprised of any combination of direct costs associated with the program or in-kind costs such as administrative costs, staff salaries and benefits, equipment maintenance, advertising, etc. M2 funding must be spent within three years of when payment is received, or the city must return it with interest. Any M2 funding that goes unspent within a fiscal year must be spent in the following year with a 20% match from the city.

File #: 24-100 Meeting Date: 3/19/2024

The Medical Transportation Program (MTP) is provided through a grant funding partnership from Newport Hoag Hospital as well as M2 funding. Hoag grant funding is provided on a calendar year basis. In 2023, Hoag provided \$50,000 for the MTP in 2023 and it provided \$75,000 in 2024. This program provides senior citizens with transportation to and from their home/residence to various medical facilities in Costa Mesa, as well as medical appointments in Newport Beach, Fountain Valley, Santa Ana, Huntington Beach, Tustin, Irvine, Westminster, Garden Grove, Orange, La Habra, Anaheim, and the Long Beach VA Hospital.

In 2020, the City entered into an emergency one-year PSA with California Yellow Cab. On May 18, 2021, City Council approved a five-year PSA for California Yellow Cab to provide services for the SMP and MTP. California Yellow Cab provides taxis for individuals in need of transportation and can be scheduled 48 hours in advance. California Yellow Cab charges \$12.50 per ride anywhere in Costa Mesa and charges an additional \$2.50 per mile beyond Costa Mesa for appointments. Currently, the city subsidizes 100% of the cost of every ride to allow free transportation to program users, allows both one-way and round-trip rides, and has no limit on the number of rides a program user may book per month.

The PSA with California Yellow Cab also provides services to Network for Homeless Solutions (NHS) clientele, but this service is in addition to the SMP or MTP. The current PSA allows for \$2,500 worth of taxi rides booked at the discretion of the NHS staff.

ANALYSIS:

The not-to-exceed amount of the PSA with California Yellow Cab was originally set at \$170,000 with a 10% contingency, which makes the maximum of the contract at \$187,000. This amount was based on the M2 projection from OCTA for the current year with the 20% City match. This not to exceed amount needs to be increased by \$130,000 in order to maintain the current level of service. In FY 22/23, the city received \$126,844 of M2 funding for the program. With the city's required 20% match, program funding amounts to \$158,555.

Since March 2023, ridership for the program has increased significantly due to staff outreach efforts and education about the program. Prior to March 2023, total ridership was approximately 650 per month between both programs with a monthly cost of nearly \$12,000. The program currently has approximately 1,100 riders per month with a monthly cost of \$23,000. At this current ridership, the STP will cost approximately \$276,000 for the entirety of the current fiscal year.

ALTERNATIVES:

The City may choose not to increase the NTE amount of the PSA with California Yellow Cab and reduce service levels to keep expenditures limited to original amounts. However, this is not preferred as there are seniors that would no longer be able to receive the service.

FISCAL REVIEW:

The Parks and Community Services FY 23/24 budget along with the remaining balance of unspent M2 funding will cover the increased cost for this fiscal year. However, additional appropriations will be needed in the future fiscal years to account for increased ridership trends. A budget increase request will be submitted through the FY 24/25 budget process. Staff will evaluate all eligible funding sources, including the use of additional Measure M Fairshare funds, if allowable.

File #: 24-100 Meeting Date: 3/19/2024

LEGAL REVIEW:

The agenda report and attached agreement has been reviewed and approved as to form by the City Attorney's Office.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

Strengthen the Public's Safety and Improve the Quality of Life Goals

CONCLUSION:

Staff recommends that the City Council:

- 1. Approve and authorize the City Manager and the City Clerk to execute Amendment No. 1 to the Professional Services Agreement (PSA) with CabCo Yellow, Inc, DBA California Yellow Cab, for the Senior Transportation Programs and NHS Transportation Program to increase the not-to-exceed amount by \$130,000 for a total of \$300,000 annually with a 10% contingency.
- 2. Authorize the City Manager and City Clerk to execute future amendments to the agreement within Council authorized limits.

AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT WITH CABCO YELLOW, INC. DBA CALIFORNIA YELLOW CAB

This Amendment Number One ("Amendment") is dated March 20, 2024, by and between the CITY OF COSTA MESA, a municipal corporation ("City") and CABCO YELLOW, INC., a California corporation DBA CALIFORNIA YELLOW CAB ("Contractor").

WHEREAS, City and Contractor entered into an agreement on July 1, 2021 for Contractor to provide transportation services (the "Agreement"); and

WHEREAS, City and Contractor now desire to amend the Agreement to increase Contractor's compensation to \$300,000 annually, as explained herein in Exhibit A.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Section 2.1 is revised to provide in full:
 - "Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit 'B,' attached hereto and made a part of this Agreement (the 'Fee Schedule'). Contractor's annual compensation shall not exceed Three Hundred Thousand Dollars (\$300,000) annually."
- 2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
- 3. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
- 4. This Amendment 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.

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

[Signatures on following page.]

Signature	Date:
Name and Title	
CITY OF COSTA MESA	
Lori Ann Farrell Harrison, City Manager 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 CONTENT:	Date:
Cathy Hill, Project Manager DEPARTMENTAL APPROVAL:	Date:
	PURCHASING APPROVAL:

CONSULTANT

Monique Villaseñor, Recreation Manager

2 Cabco Yellow, Inc. dba California Yellow Cab Amendment One

Date:		
	Date:	
Carol Molina	-	
Purchasing Officer		

EXHIBIT A

CONTRACTOR'S FEE SCHEDULE

March 5, 2021



520 W. Dyer Rd., Santa Ana, CA 92707 Tel: 714.427.2555 Fax: 714.245.0313 For Service: 877.YELLOW CAB (935-5692)

Dear Mr. Fuentes,

Cabco Yellow Inc., dba California Yellow Cab would kindly like to express interest in providing transportation services to the City of Costa Mesa. Should the City of Costa Mesa and Cabco Yellow Inc. come to an agreement, Cabco will provide services to eligible participants using the rates below:

Senior Transportation Programs

- Trips within Costa Mesa will be billed at \$12.50 per trip (one-way) per participant
- Trips outside of Costa Mesa, but within Orange County will be billed at \$12.50 plus \$2.50 a mile per trip (one-way) per participant.

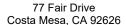
Homeless Outreach Program

- Flag drop (first ¼ miles) \$3.50
- Rate after flag drop per miles \$2.75
- Wait time rate per half hour \$16.00
- ٠

The rates above shall remain consistent with the executed contract.

Signed,

Tim Conlon President





CITY OF COSTA MESA Agenda Report

File #: 24-058 Meeting Date: 3/19/2024

TITLE:

CITY COUNCIL FIRST READING OF ORDINANCES TO AMEND TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) AND TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY'S RETAIL CANNABIS PROVISIONS AND FIND THIS PROJECT TO BE CATEGORICALLY EXEMPT FROM CEQA

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 project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
- 2. Introduce for first reading, by title only, Ordinance No. 2024-XX amending Title 13 (Planning, Zoning and Development) and Ordinance No. 2024-XX amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code to modify the City's retail cannabis provisions.



City of Costa Mesa Agenda Report

Item #: 24-058 Meeting Date: 03/19/2024

TITLE: CITY COUNCIL FIRST READING OF ORDINANCES TO AMEND TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) AND TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY'S RETAIL CANNABIS PROVISIONS AND FIND THIS PROJECT TO BE CATEGORICALLY EXEMPT FROM CEQA

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 project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
- 2. Introduce for first reading, by title only, Ordinance No. 2024-XX amending Title 13 (Planning, Zoning and Development) and Ordinance No. 2024-XX amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code to modify the City's retail cannabis provisions.

BACKGROUND:

In 2020, Costa Mesa voters approved Ballot Measure Q to allow for the City Council to adopt ordinances in order to authorize cannabis retail storefronts and cannabis delivery in the City. The ballot measure specifically allowed storefronts to be permitted in the City's commercial zones, and cannabis delivery businesses in the commercial and "green" zones. The measure included language for "minimum safety requirements", "1,000-foot separation from sensitive uses", "compliance with State and local laws", and to be taxed on "gross receipts". As authorized by Measure Q, the City adopted two ordinances, Ordinance No. 2021-08 (Title 9, Licenses and Business Regulations) and Ordinance No. 2021-09 (Title 13, Planning, Zoning and Development) to establish regulations for legal cannabis storefront and non-storefront (delivery). Since then, the City has approved 22 Conditional Use Permits (CUPs) for cannabis retail storefronts, three CUPs for standalone cannabis delivery businesses, and seven Minor Conditional Use Permits to add non-storefront retail delivery to existing cannabis manufacturing and/or distribution facilities located in the City's Measure X "green zone". Ten cannabis storefronts, one standalone delivery business, and seven delivery businesses that are part of existing manufacturing and/or distribution cannabis businesses in the "green zone" have obtained Cannabis Business Permits (CBPs). There are 31 other cannabis storefront applications that are in various stages of application review.

At the July 18, 2023 City Council meeting, a request was made for the City Council to discuss the possibility of exploring amendments to the City's cannabis ordinances to address community member concerns regarding potential business displacement and cannabis storefront overconcentration. The item was agendized for the August 1, 2023 City Council meeting and was continued to the regular meeting of September 5, 2023 without discussion.

At the September 5, 2023 City Council meeting, the City Council discussed the status of the City's cannabis retail regulations and current retail operations. Specifically, the City Council discussed issues regarding unanticipated business displacement and overconcentration of retail cannabis businesses, and several other topics related to the City's retail cannabis storefront program. Members of the public provided written and spoken comment describing concerns regarding overconcentration of cannabis storefronts, lack of a limit on the number of cannabis storefronts, the need for a minimum separation between cannabis storefronts and residential uses, decreased residential property values, traffic impacts, increased criminal activity, and impacts on youth. At the conclusion of the public hearing and after considering public testimony, the City Council directed the Planning Commission to make a recommendation to the City Council regarding potential Code amendments on the following topics:

- Increasing the minimum separation between cannabis storefronts and "youth centers", as defined in the Municipal Code, from 600 feet to 1,000 feet to be consistent with other sensitive use separation requirements;
- Establishing a minimum separation between cannabis storefronts and properties zoned for residential use;
- Establishing a minimum separation between cannabis storefronts;
- Establishing a maximum number of retail cannabis storefronts;
- Allowing the word "cannabis" on cannabis storefront signage;
- Adding limitations to prohibit the advertising and marketing of cannabis and cannabis products to youth;
- Strengthening of labor peace agreement requirements for cannabis storefronts; and
- Establishing provisions for notification and relocation assistance for existing businesses that would be displaced by retail cannabis uses.

September 5, 2023 City Council Report (also provided as Attachment 8):

https://costamesa.legistar.com/View.ashx?M=F&ID=12260993&GUID=E37753BF-0ED2-43B6-882D-531ED2C7864D

Minutes: https://costamesa.legistar.com/View.ashx?M=M&ID=1110314&GUID=F3D375C6-0846-49A8-B1B5-50D9C735B8DA

Video:

https://costamesa.granicus.com/player/clip/4028?view_id=14&redirect=true&h=9535abc0f348d2f126a0f61bef83a977

Planning Commission Recommendation

At the November 27, 2023 Planning Commission meeting, the Planning Commission discussed potential modifications regarding the first four topics listed above and continued the item to December 11, 2023.

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November 27, 2023 Planning Commission Report:

https://costamesa.legistar.com/LegislationDetail.aspx?ID=6430260&GUID=090DEB19-B248-42BE-83E0-41EB6003490B

Minutes: https://costamesa.legistar.com/View.ashx?M=M&ID=1140539&GUID=8E7DDAD3-212C-4ADA-BD75-859EA1736B77

Video:

https://costamesa.granicus.com/player/clip/4065?view_id=14&redirect=true&h=73613c84a6f01a923ffea 75485cf99ab

At the December 11, 2023, Planning Commission meeting, the Planning Commission discussed the four remaining topics, and directed staff to prepare Draft Ordinance revisions based on their discussions at the November 27th and December 11th meetings, to be reviewed by the Planning Commission at a regularly scheduled meeting on January 22, 2024.

<u>December 11, 2023 Planning Commission Report:</u>

https://costamesa.legistar.com/LegislationDetail.aspx?ID=6448844&GUID=30956049-B12A-48D4-824D-6A17822168CF

Minutes:

https://costamesa.legistar.com/View.ashx?M=M&ID=1145138&GUID=D27058F5-3E1C-458F-BC71-819FE295D4F8

Video:

https://costamesa.granicus.com/player/clip/4071?view_id=14&redirect=true&h=3afc5737bffd6e2094027c9beb28f56c

At the January 22, 2024 Planning Commission meeting, staff presented the Planning Commission's Draft Ordinance revisions to modify the Costa Mesa Municipal Code (CMMC) retail cannabis provisions for a recommendation to the City Council. After considering staff's presentation and public comments, the Planning Commission deliberated and voted 5-0 to recommend that the City Council give first reading to an Ordinance amending Title 13 (Planning, Zoning and Development) and an Ordinance amending Title 9 (Licenses and Business Regulations) to modify the City's retail cannabis provisions. The Planning Commission resolutions are provided as Attachments 10 and 11, and the January 22, 2024 Planning Commission minutes are provided as Attachment 12 to this report.

<u>January 22, 2024 Planning Commission Staff Report (also provided as Attachment 9):</u>
https://costamesa.legistar.com/View.ashx?M=F&ID=12598952&GUID=E2129FE0-1E84-4B2B-AFFD-6F3B13ACF939

Minutes:

https://costamesa.legistar.com/View.ashx?M=M&ID=1165913&GUID=0FB1692D-132C-406F-BE53-FA647FC171B9

Video:

https://costamesa.granicus.com/player/clip/4080?view_id=14&redirect=true&h=6a23b54522861be87ef34b9b38b45534

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ANALYSIS:

The following analysis describes the Planning Commission's recommended modifications to the City's retail cannabis storefront program. The proposed amended cannabis sections of Title 13 and Title 9 of the CMMC are reflected in draft City Council Ordinances contained in Attachments 3 and 4, respectively. The proposed amendments are distinctly shown in "track changes" versions, where added text is identified by an <u>underline</u> and text removal is shown in <u>strikethrough</u> format in Attachments 5 (Title 13) and 6 (Title 9).

Separation between Cannabis Storefronts and Youth Centers

The adopted minimum separation between youth centers and cannabis storefronts is 600 feet in accordance with the State's minimum requirement (California Business and Professions Code Section 26054(b)). The Planning Commission reviewed separation requirements adopted by several other cannabis permitting jurisdictions, considered local cannabis storefront land use compatibility and the potential constraints to the City's retail cannabis operations. Ultimately, the Planning Commission decided to recommend that the City Council increase the separation requirement between cannabis storefronts and youth centers from 600 feet to 1,000 feet, consistent with the City's buffers between cannabis storefronts and schools and other specific sensitive uses, as adopted.

Pursuant to CMMC Section 9-485, a "youth center" is defined as "any public or private facility that is primarily used to host recreation or social activities for minors, specifically private youth membership organizations or clubs, social services teenage club facilities, video arcades where 10 or more games or game machines or devices are operated or similar amusement park facilities, but does not include dance studios, tutoring, martial arts studios or similar type of uses". There are four facilities in Costa Mesa that meet the CMMC definition of a "youth center". Based on a Geographic Information System (GIS) assessment of all retail cannabis storefront applications, including open storefronts, none of the applications would be impacted by extending the youth center buffer to 1,000 feet. The proposed text change regarding separation from youth centers is provided in Section 13-200.93(f) in Attachment 5.

Separation Between Cannabis Storefronts and Residential Zones

The CMMC conditionally allows cannabis storefronts in commercial zones without a separation from residential zones. Most commercial corridors in Costa Mesa are located in close proximity to residential zones. As directed by the City Council, the Planning Commission considered minimum separations between cannabis storefronts and residential zones. Staff presented examples from other jurisdictions. Ultimately, the Planning Commission determined that a 100-foot separation between cannabis storefronts and a property zoned for residential use would be an appropriate minimum distance for land use compatibility.

A preliminary GIS analysis identified the number of applications within 100 feet of a residential zone:

- Five of 22 approved CUPs
- Two of 9 pending CUPs
- One of 4 pending CBPs
- Six of 17 pre-applications/wait list applications

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As proposed, the residential separation requirement would not apply to approved CUPs and applications in the CBP and CUP application phases because the locations are considered to have lawfully met separation requirements at the time of the submission of a cannabis business permit application. If the 100-foot cannabis storefront separation from properties zoned for residential use is adopted, storefronts in locations that do not meet the new separation requirement would be considered legal nonconforming with the new separation standards and be allowed to continue to operate per the City's nonconforming provisions contained in Chapter X of the CMMC.

As proposed, if the cannabis storefront use is discontinued or abandoned for more than 180 days, or when the cannabis use is fully or partially replaced by another use for any period of time, on a property that does not meet the amended separations, the CUP shall be null and void. If requested, and pursuant to the CMMC, an applicant or property owner would have the right to request a hearing of the City's "null and void" determination before the issuing officer.

The proposed residential separation amendment to Section 13-200.93(f) is provided in "track changes" format in Attachment 5.

Separation Between Cannabis Storefronts

The adopted CMMC does not establish a minimum separation between cannabis storefronts. The Planning Commission reviewed examples of minimum separation requirements from several Southern California jurisdictions with cannabis ordinances ranging from no separation to a 1,000-foot minimum separation, which included further analysis regarding their population sizes. The Planning Commission ultimately decided to recommend that a minimum separation of 500 feet between storefronts to address cannabis storefront overconcentration. As described in Section 13-200.93(f)(2), the proposed amendment would establish a minimum separation of 500 feet between cannabis storefronts, measured from licensed premise to proposed licensed premise.

A preliminary GIS analysis identified the following:

- Ten of 22 approved CUPs are located within 500 feet of another approved site, including nine operating storefronts
- Twenty three of 31 pending applications are within 500 feet of an approved or proposed storefront

Any approved retail cannabis storefront CUP location that does not conform to the separation requirements as amended, but which lawfully met separation requirements at the time of the submission of a CBP application for the subject property, would be considered a legal nonconforming use, and may continue to operate. However, if the cannabis use is discontinued or abandoned for more than 180 days or is fully or partially replaced for any period of time, the CUP shall be null and void, subject to a right to notice and hearing. Similar provisions apply to non-operational or abandoned CBPs. Those that fail to commence operations within 180 days of issuance, or thereafter become non-operational or abandoned for 90 days or more, would be considered null and void. Following notice, an applicant or property owner would have the right to request a hearing of the City's "null and void" CBP determination before the issuing officer.

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The proposed minimum separation between storefronts is provided in Section 13-200.93(f) of Attachment 5. The provisions governing non-operational CBPs are found in Section 9-495(h)(16) of Attachment 6.

Limit on Cannabis Storefronts

Pursuant to CMMC Title 9, Section 9-489(d), the City Council may by resolution limit and/or restrict the number of cannabis retail permits available for issuance and/or renewal. In response to City Council direction pertaining to community concerns requesting a limit on the total number of cannabis storefronts allowed in the City, the Planning Commission recommended a "cap". As recommended by the Planning Commission, the City would suspend processing cannabis storefront applications following the City's approval of 30 cannabis storefront CUPs. The Planning Commission further recommended that once 30 cannabis storefront CUPs have been approved, no additional CUPs for cannabis storefronts would be processed and/or approved until such time that the total number of existing cannabis storefronts and/or approved CUPs falls below 15. As recommended, once the total number of existing CUPs for cannabis storefronts falls below 15, the City may then consider/approve additional cannabis storefront CUPs not to exceed a total of 15.

For consideration of the Planning Commission's recommendation for potential limitation of cannabis storefronts, the Commission was provided comparisons of "cap" requirements from other local jurisdictions. The following examples were provided:

- Santa Ana (population: 308,200): Limit (cap) of 30 licenses (currently 27 storefront licenses);
- Long Beach (population: 451,300): Limit (cap) of 40 licenses (32 storefront licenses);
- La Habra (population: 62,000): Limit (cap) of four retail non-storefront (delivery) licenses;
- Palm Springs (population: 45,223): no cap (currently 27 storefront licenses);
- **City of San Diego** (population: 1.4 million): Limit (cap) of 36 licenses (four per council district with nine total districts; currently 36 storefront licenses);
- **Vista** (population: 98,000): Limit (cap) of one storefront per 10,000 residents (currently 11 storefront licenses.

As of March 1, 2024, the City has approved 22 CUPs for cannabis storefronts. The Planning Commission's proposed cap of 30 would allow the approval of eight additional cannabis storefront CUPs. As of the writing of this report there are 31 pending applications as follows:

- Nine CUPs in progress
- Four CBPs in progress
- Seventeen pre-applications/wait list

Based on the Planning Commission's recommendation, after eight more storefronts are approved, the remaining applications would not be processed until a future time in which there are fewer than 15 storefront approvals operating in the city.

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Allowing the word "Cannabis" on Storefront Signage

As adopted, CMMC Section 9-495(g)(6) contains provisions for signage and notices at cannabis storefronts to limit cannabis signage to what is necessary for identification only. For example, operators shall post a notice at entrances prohibiting onsite smoking, ingestion, and so on. Additionally, retail cannabis storefronts have also been subject to a condition of approval limiting cannabis business signage and symbols to ensure cannabis dispensaries maintain a high-quality aesthetic and limit cannabis advertising in the City to persons under 21 years of age. The Planning Commission determined that instead of allowing the word cannabis on business identification signage, it would be more appropriate to allow the word "cannabis" on the notice to be posted only at entrances of cannabis businesses in a manner that is generally not visible from public rights-of-way. Pursuant to Planning Commission direction, Staff drafted the amendment to specifically allow the word cannabis to be included up to two times, with a maximum letter height of one inch, on a notice posted at the cannabis business entrance to help people identify that the facility is a cannabis storefront prior to entering. A "track changes" version of the proposed modification to Section 9-495(g)(6b) is provided in Attachment 6.

Advertising and Marketing Restrictions Related to Youths

Pursuant to City Council direction, the Planning Commission also considered potential code amendments to restrict cannabis marketing to youth beyond State regulations. The proposed amendment would specify that advertising and marketing materials shall not encourage persons under 21 years of age to consume cannabis or cannabis products (a reiteration of State law for emphasis) and shall not depict or suggest the consumption of cannabis or cannabis products. The proposed modification to Title 9-495(g)(6e) is provided in Attachment 6.

Strengthening Labor Peace Agreement (LPA) Regulations

The City Council directed the Planning Commission to explore whether the City should modify the CMMC to strengthen policies pertaining to LPAs. Currently, the State requires cannabis applicants/licensees with 20 or more employees to enter into an LPA, and beginning July 1, 2024, the State requirement will apply to applicants/licensees with ten or more employees. The CMMC [Section 9-495(h)(18)] is more restrictive than the State in that a retail CBP applicant with "two or more employees" must provide a notarized statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement (LPA). Labor organizations as well as current or former employees can submit complaints regarding a licensee to the California Department of Cannabis Control (DCC). When an organization has been determined to not be a bona fide labor organization, the DCC will contact cities and counties throughout the State. The Planning Commission did not recommend proposing modifications to the CMMC pertaining to cannabis LPAs, citing that the appropriate agency for collecting complaints and investigating cannabis LPA issues would be the DCC.

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Establishing Business Displacement Regulations

The City Council, Planning Commission and staff have previously heard comments that a few existing tenants to be replaced by cannabis storefronts have been assisted financially by either the landlord or by the proposed new cannabis tenant. However, there have also been several commercial tenants on month-to-month leases where leases were terminated or otherwise ended with minimal notice and without assistance.

Although the Planning Commission expressed concern for the businesses that have been or would be displaced by cannabis retailers, amendments are not proposed regarding displacement notification and relocation assistance provisions given that tenants and property owners have entered into private lease agreements and would conduct business, including terminating occupancy, according to those agreements.

Other Cannabis Topics for Consideration

Although outside the City Council's direction to explore specific topics, during the Planning Commission's deliberations, the Planning Commission requested that staff identify the following topics to the City Council pertaining to the City's retail cannabis provisions for City Council consideration for potential Code modifications:

- Updating the City's definition of a "youth center";
- Changing the process for evaluating existing nonconforming uses during conditional use permit application review;
- Establishing separation requirements between cannabis storefronts and youth-centric businesses, group/recovery homes, and parks (beyond playground equipment); and
- Requiring health warnings to be provided at cannabis storefronts.

Other Text Modifications for Clarity

Additional text, primarily within Title 9, are proposed to clarify existing and proposed law and intent and to address state law changes, and are summarized in Attachment 7. The most significant of these recommendations are:

- Modifications to CMMC Section 13-200.93(7) to include provisions for terminating CUPs at locations where the cannabis retail storefront use is discontinued and/or replaced;
- Modifications to CMMC Section 9-488(a) and (b) to clarify the existing requirements that a cannabis business permit holder's use, and application for CBP renewal, must be compliant with the City's Municipal Code and adopted administrative regulations, and timely fees must be paid for renewal; and
- Modifications to CMMC Section 9-493 to clarify the pre-existing requirement that cannabis businesses must hold a valid business license.

The proposed "track changes" versions of these modifications are provided in Attachments 5 and 6.

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These recommended changes do not relate to the proposed cap on CUPs or CBPs, but are being made to clarify issues that have come up with proposed and existing businesses. Having the maximum clarity in the municipal code benefits the businesses so they know exactly what is expected of them. In addition, adding language allowing for termination of a cannabis CUP which is not being used (i.e., no cannabis business is operating there) will allow for another potential cannabis business at another location if there is any cap adopted.

Cannabis Industry Meeting

On February 22, 2024, Mayor Stephens, Mayor Pro Tem Harlan, and Councilmember Gameros held a Zoom meeting for retail cannabis applicants/property owners to discuss their questions or comments regarding the Planning Commission's recommendations. The following is a summary of comments received at the meeting:

- Allowing the word cannabis on an entryway notice is too discreet to communicate to the public what is being sold from the location.
- It would be burdensome on the industry to follow separate State and local advertising and marketing regulations.
- New minimum separations should not apply to existing applications.
- Limiting the number of permits that could be issued feels unfair to applicants that are still in the permitting process.
- Concern regarding the ability to sell a retail cannabis business in the future if the City is not issuing
 more cannabis business permits or the location does not meet the amended separation
 requirements.
- Reconsider the requirement and cost for employee background checks and city-issued badges.
- Improve transparency in the process and provide updated timeframes.

Employee Background Check/Badge Fee

Although outside of the Planning Commission's recommendations, the cannabis industry and operators have requested the City Council reconsider the \$631 fee for employee background checks and badges, citing that the fee is higher than other jurisdictions. Staff recently surveyed nine Southern California cities and found three general approaches to the fee:

- Operators have background check results sent to the jurisdiction and the jurisdiction charges a nominal fee;
- Jurisdiction estimates employee background check costs and builds that into a broad fee, understanding that some operations may have needs beyond the estimated cost; and
- Jurisdiction charges per employee for a partial or full cost recovery.

Of the cities surveyed, only Costa Mesa appears to receive a full cost recovery for employee background checks and badges. The current fee was established in 2021, following a ClearSouce Financial Consulting study of the cost of providing a variety of services to cannabis businesses in Costa Mesa. At that time, the fee for a cannabis employee background check and badge was \$341. The study found that the true cost of providing the service was \$631, and thus the fee was increased to enable the City to be paid in full for services rendered. Information on the fee analysis and information provided to the City Council along with the final fee resolution can be found via the links below.

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City Council Agenda Report June 1, 2021 City Council Public Hearing on Cannabis Fees PH-3.pdf (costamesaca.gov)

PowerPoint

Microsoft PowerPoint - Cannabis Permit Fee FY 2122 - DRAFT - As of 05-24-21 [Read-Only] (costamesaca.gov)

Fee Resolution

2021-20 - Measure Q Fees (costamesaca.gov)

ENVIRONMENTAL DETERMINATION:

The proposed Ordinances are exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) ("General Rule") in that the updates to the City's Municipal Code provisions for retail cannabis storefronts will not have a significant impact on the environment.

ALTERNATIVES:

The City Council has the following alternatives:

- 1. <u>Give first reading.</u> The City Council may give first reading to the draft Ordinances.
- 2. <u>Give first reading with modifications.</u> The City Council may modify the draft Ordinances and give first reading.
- 3. <u>Not adopt the changes to the City's retail cannabis provisions.</u> The City Council may choose to not adopt the proposed Code amendments.
- 4. <u>Continue the Ordinances review to a date certain.</u> The City Council may continue the item to a date certain with direction for staff to return with additional information, changes and/or clarifications.

FISCAL REVIEW:

The adoption of the proposed Ordinances will not have any fiscal impact on the City's budget.

LEGAL REVIEW:

The draft Ordinances and staff report have been prepared in conjunction with and reviewed by the City Attorney's Office.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

• Strengthen the public's safety and improve the quality of life.

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CONCLUSION:

Since November of 2022, when the first cannabis retail storefront operator opened for business, there have been few formal complaints from the public regarding storefront operations, and the City has not been requested to respond to any unsafe operating conditions or issues of general welfare of residents and/or the public. Therefore, staff believes that the City's cannabis programs, regulations and property specific conditions of approval are adequately regulating cannabis retail storefront operations. Further, many of these retail storefronts have remodeled and invested significant capital in updating several commercial properties in the City that had been subject to issues of deferred maintenance. However, the City Council directed the Planning Commission to consider potential amendments to the City's retail cannabis provisions. After extensive discussion and considering community input at three public meetings, the Planning Commission recommends the following amendments to the City's cannabis provisions to be considered by the City Council:

- Increase the minimum separation between cannabis storefronts and youth centers from 600 feet to 1,000 feet:
- Establish a minimum separation of 100 feet between cannabis storefronts and properties zoned for residential use;
- Establish a minimum separation of 500 feet between cannabis storefronts;
- Establish a maximum number of 30 retail cannabis storefront applications to be approved, then discontinuing processing cannabis storefront applications until the number of open cannabis storefronts in the City is below 15;
- Allow the word "cannabis" to be utilized twice on a notice to be located at cannabis storefront entrances, subject to design standards; and
- Prohibit advertising and marketing materials from encouraging persons under 21 years of age to consume cannabis or cannabis products and prohibiting cannabis advertising and marketing materials from depicting or suggesting the consumption of cannabis or cannabis products.

In its consideration of the proposed amendments to the City's cannabis provisions, the City Council has the authority to propose changes, request more information and/or direct staff to make revisions, or choose to not adopt the proposed amendments.

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ORDINANCE NO. 2024-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT), CHAPTER IX (SPECIAL LAND USE REGULATIONS), ARTICLE 21 (LOCATION OF CANNABIS DISTRIBUTING, MANUFACTURING, RESEARCH AND DEVELOPMENT, TESTING LABORATOIES, RETAIL STORERONT AND RETAIL NONSTOREFRONT USES) OF THE COSTA MESA MUNICIPAL CODE OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO CANNABIS STOREFRONTS

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, in November 2020, the Costa Mesa voters approved Measure Q; which allows for storefront and non-storefront retail cannabis uses on commercially zoned properties meeting specific location requirements, and non-storefront retail cannabis uses on Industrial Park (MP) and Planned Development Industrial (PDI) zoned properties;

WHEREAS, Measure Q authorizes the City Council to adopt ordinances to regulate cannabis retail uses;

WHEREAS, on June 15, 2021, the City Council adopted Ordinance No. 21-08 and No. 21-09 to amend Titles 9 and 13 of the Costa Mesa Municipal Code (CMMC) to establish regulations for cannabis retail uses;

WHEREAS, at the July 18, 2023 City Council meeting, a Councilmember requested that an item be agenized to discuss the potential for exploring amendments to the City's cannabis ordinances in response to public input;

WHEREAS, on September 5, 2023, the City Council directed the Planning Commission to explore potential amendments to the City's cannabis retail storefront provisions specific to eight topics;

WHEREAS, the Planning Commission discussed potential amendments to the City's cannabis retail storefront provisions at the November 27, 2023, December 11, 2023, and January 22, 2024, Planning Commission meetings;

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

<u>Section 1.</u> Title 13, of the Costa Mesa Municipal Code is hereby amended to read as specified in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Compliance with CEQA. Pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061(b)(3) ("General Rule"), as this action will not have any significant effect on the environment.

<u>Section 3</u>. 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 no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

<u>Section 4.</u> Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, 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 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.

<u>Section 5.</u> <u>Effective Date.</u> This Ordinance shall take effect thirty (30) days after its final passage.

<u>Section 6.</u> <u>Certification.</u> The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this _	day of, 2024.
	John Stephens, Mayor
ATTEST:	APPROVED AS TO FORM:
Brenda Green. City Clerk	Kimberly Hall Barlow, City Attorney

COUNTY OF	CALIFORNIA) FORANGE) ss ISTA MESA)
that the abov at a regular that thereafte	ENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY re and foregoing Ordinance No. 2024-xx was duly introduced for first reading meeting of the City Council held on theday of 2024, and er, said Ordinance was duly passed and adopted at a regular meeting of the held on the day of, 2024, by the following roll call vote, to
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
	TNESS WHEREOF, I have hereby set my hand and affixed the seal of the Mesa this day of, 2024.
Brenda Gree	en, City Clerk

ORDINANCE NO. 2024-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO CANNABIS BUSINESSES

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, in November 2020, the Costa Mesa voters approved Measure Q; which allows for storefront and non-storefront retail cannabis uses on commercially zoned properties meeting specific location requirements, and non-storefront retail cannabis uses on Industrial Park (MP) and Planned Development Industrial (PDI) zoned properties;

WHEREAS, Measure Q authorizes the City Council to adopt ordinances to regulate cannabis retail uses;

WHEREAS, on June 15, 2021, the City Council adopted Ordinance No. 21-08 and No. 21-09 to amend Titles 9 and 13 of the Costa Mesa Municipal Code (CMMC) to establish regulations for cannabis retail uses;

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WHEREAS, on September 5, 2023, the City Council directed the Planning Commission to explore potential amendments to the City's cannabis retail storefront provisions specific to eight topics;

WHEREAS, the Planning Commission discussed potential amendments to the City's cannabis retail storefront provisions at the November 27, 2023, December 11, 2023, and January 22, 2024, Planning Commission meetings;

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

<u>Section 1.</u> Title 13, of the Costa Mesa Municipal Code is hereby amended to read as specified in Exhibit A, attached hereto and incorporated herein by this reference.

<u>Section 2.</u> Compliance with CEQA. Pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061(b)(3) ("General Rule"), as this action will not have any

significant effect on the environment.

<u>Section 3</u>. 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 no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

<u>Section 4.</u> Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, 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 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.

<u>Section 5.</u> <u>Effective Date.</u> This Ordinance shall take effect thirty (30) days after its final passage.

<u>Section 6.</u> <u>Certification.</u> The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this _	day of, 2024.
	John Stephens, Mayor
ATTEST:	APPROVED AS TO FORM:
Brenda Green, City Clerk	Kimberly Hall Barlow, City Attorney

COUNTY OF	CALIFORNIA) FORANGE) ss OSTA MESA)
that the above at a regular that thereafte	ENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY we and foregoing Ordinance No. 2024-xx was duly introduced for first reading meeting of the City Council held on theday of 2024, and er, said Ordinance was duly passed and adopted at a regular meeting of the held on the day of, 2024, by the following roll call vote, to
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
	TNESS WHEREOF, I have hereby set my hand and affixed the seal of the Mesa this day of, 2024.
Brenda Gree	en, City Clerk

EXHIBIT A

CHAPTER IX. SPECIAL LAND USE REGULATIONS. ARTICLE 21. LOCATION OF CANNABIS DISTRIBUTING, MANUFACTURING, RESEARCH AND DEVELOPMENT, TESTING LABORATORIES, RETAIL STOREFRONT AND RETAIL NON-STOREFRONT USES

13-200.90. Purpose.

The purpose of this article is to regulate the location of and standards for cannabis distributing facilities, manufacturing sites, research and development laboratories, testing laboratories, retail storefront and retail non-storefront uses in order to promote the health, safety, morals and general welfare of the residents and the businesses within the city by maintaining local control over the ability to authorize and regulate the location of cannabis businesses.

13-200.91. Applicability.

- (a) Nothing in this article is intended, nor shall it be construed, to burden any defense to criminal prosecution under the Compassionate Use Act of 1996.
- (b) All the provisions of this article shall apply to all property, public and private, within the city.
- (c) All the provisions of this article shall apply indoors and outdoors.
- (d) Unless otherwise provided herein or in this title, the terms used in this article shall have the meaning ascribed to them in Title 9, Chapter VI of this Code.

13-200.92. Cannabis distributing facilities, manufacturing sites, research and development laboratories, and testing laboratories.

- (a) Cannabis distribution, manufacturing, research and development and testing is prohibited in all zone districts within the city, except for those portions of the manufacturing park (MP) and planned development industrial (PDI) zones that are located both north of South Coast Drive and west of Harbor Boulevard, excluding any portion of the South Coast Collection (the "Green Zone").
- (b) A conditional use permit shall be required and may be issued to allow the location of any business engaged in the distribution, manufacturing, researching and developing, or testing of cannabis in the MP or PDI zones pursuant to subsection (a) of this section, subject to the following conditions:
 - (1) The requirements of Chapter III of this title have been met;
 - (2) The findings for granting a conditional use permit in accordance with section 13-29(g) are met;
 - (3) The applicant obtains a cannabis business license pursuant to Chapter VI of Title 9 of this Code; and
 - (4) The use is conducted in compliance with all applicable state and local laws.
- (c) No person shall engage in any use set forth in this article unless that use is specifically authorized by Chapter VI of Title 9 of this Code.

13-200.93. Cannabis retail storefront and non-storefront uses.

- (a) Cannabis retail storefront uses are prohibited in all zone districts within the city, except for the commercial zone districts.
- (b) Cannabis retail non-storefront uses are prohibited in all zone districts within the city, except for the commercial zone districts and within the Green Zone.
- (c) The following planning application shall be required for cannabis retail uses:
 - (1) A conditional use permit shall be required for retail storefronts and non-storefronts; and
 - (2) An amendment to the approved conditional use permit shall be required for existing licensed cannabis distribution or manufacturing businesses to operate a retail non-storefront under the existing business and within the same licensed premise. The amendment shall be processed as a minor conditional use permit.
- (d) A conditional use permit may be issued to allow the location of a retail cannabis use pursuant to subsections (a) and (b) of this section, subject to the following conditions:
 - (1) The requirements of Chapter III of this title have been met;
 - (2) The findings for granting conditional use permit pursuant to section 13-29(g) are met;
 - (3) The applicant pursuant to Chapter VI of Title 9 of this Code; and
 - (4) The use is conducted in compliance with all applicable state and local laws, regulations, and all applicable conditional use permit conditions of approval.
- (e) A total maximum of thirty (30) conditional use permits for cannabis storefronts may be approved by the city. Following the approval of the thirtieth (30th), no further conditional use permits for cannabis storefronts may be approved by the city until the total number of existing conditional use permits falls below fifteen (15), after which time the city may approve further conditional use permits not to exceed a total of fifteen (15) existing conditional use permits for cannabis storefronts located within the city.
- (f) Cannabis retail storefront location.
 - (1) No cannabis retail storefront use shall be located within one-thousand (1,000) feet from a K-12 school, playground, child daycare, homeless shelter, or youth center, that is in operation at the time of submission of a completed Cannabis Business Permit application, or within one hundred (100) feet from a property zoned for residential use;
 - i. For the purpose of identifying separations from cannabis storefronts and properties zoned for residential use, properties zoned for residential use are within the following zoning districts: R1 Single-Family Residential District, R2-MD Multiple-Family Residential District, Medium Density, R2-HD Multiple-Family Residential District, High Density, R3 Multiple-Family Residential District, TC Town Center District, PDR-LD Planned Density Residential—Low Density, PDR-MD Planned Development Residential—Medium Density, PDR-HD Planned Development Residential—High Density, and PDR-NCM Planned Development Residential—North Costa Mesa.
 - ii. Where a non-residential property was developed for residential or mixed residential use in accordance with an overlay, urban plan, or specific plan,

- and the residential development and use remains, the property would be considered residential when establishing a separation from cannabis storefronts.
- iii. Where an overlay, urban plan, or specific plan allows residential development on a property zoned for residential use, but residential development has not been constructed, such property would not be considered a property zoned for residential use pursuant to this provision.
- iv. Where a legal nonconforming residential unit or units have been developed on a property zoned for non-residential use, the property would not be considered residential when establishing a separation from cannabis storefronts.
- (2) No cannabis retail storefront use shall be located within five hundred (500) feet from the premises of a lawfully existing cannabis retail storefront business;
- (3) All distances referenced in (f)(1) and (2) shall be measured in a straight line from the premises where the cannabis retail use is to be located to the closest property line of a K-12 school, playground, child daycare, homeless shelter, or youth center or property zoned for residential use, or from the premises of a lawfully existing cannabis retail storefront use.
 - i. For purposes of this sub-sub-section, the property line of a playground shall be a thirty (30) foot radius from the exterior physical boundaries of the playground equipment area;
- (4) All distances shall be measured without regard to the boundaries of the city and and/or intervening structures or other barriers;
- (5) At a property as for which the zoning administrator, director or planning commission determines, based on a preponderance of the evidence, that unpermitted and/or illegal cannabis activity involving sales, delivery and/or dispensing has taken place at any time in the 365 days preceding an application under this Article. If an unpermitted and/or illegal cannabis activity has existed on a property no cannabis business may be permitted on that property unless 365 days has elapsed since that unpermitted and/or illegal cannabis activity has vacated the property, and the owner of that property has compensated the City for any and all expenditure of public funds and resources, including all costs, expenses (including but not limited to the salaries of peace and/or code enforcement officers) and/or attorney's fees, incurred in investigating, abating or attempting to abate the unpermitted use or uses, whether or not any type of civil, criminal or administrative proceedings have been commenced against the property, provided however if the owner of the property is required to evict that use, the 365 days shall begin to run from the date of the filing of an unlawful detainer complaint, in which case a permit may be issued after the 365 days had elapsed and that use is no longer occupying the property.
- (6) A determination and/or finding under sub-section (e)(5) is subject to the appeal provisions of Chapter IX of Title 2 of this Code.
- (7) The nonconforming provisions contained in Chapter X of this Code pertain to cannabis uses except as follows:
 - i. When an approved retail cannabis storefront conditional use permit location which lawfully met separation requirements at the time of the submission of a cannabis business permit application for the subject

property does not conform to the separation and the permitted cannabis retail operation is discontinued or abandoned for more than one hundred eighty (180) days, or when a permitted cannabis use is replaced in whole or part for any period of time by any other use, the conditional use permit shall be null and void after the permittee has had an opportunity for a hearing before the issuing officer as provided in Chapter II of Title 9.

- (g) Retail storefront uses shall be subject to the following development standards in addition to those contained in Chapter VI of Title 9:
 - (1) Opaque window coverings unless required by the City for security purposes are prohibited;
 - (2) Permanent security or safety bars shall not be placed on any interior or exterior windows or door, unless required by the City for security purposes;
 - (3) Directional signage to the use including but not limited to A-frame signs, sandwich board signs, banners, or flags are prohibited;
 - (4) No use shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way;
 - (5) Uses shall comply with the landscaping requirements set forth in Chapter VII of this title including bringing the site landscaping into conformance when feasible as determined by the director;
 - (6) Parking requirements shall be subject to Section 13-89;
 - (7) The hours of operation may be established as part of the planning application subject to the final review authority and may be more restrictive than those set forth in Chapter VI of Title 9. Modification of operation hours when established as part of the planning application shall be subject to an amendment of the planning application;
 - (8) Drive-through services or walk-up window services are prohibited;
 - (9) Outdoor seating or patio areas are prohibited;
 - (10) Special events that include live entertainment, dancing, and/or amplified music, or that are otherwise visible and/or audible from the public right-of-way, are prohibited;
 - (11) All cannabis products shall be secured after business hours in a locked container under 24-hour video surveillance; and
 - (12) For uses within two hundred (200) feet of a residential zone, all exterior lighting shall be shielded and/or directed away from residential areas. In addition, trash facilities shall be screened from view and designed and located appropriately to minimize potential noise and odor impacts to adjacent residential areas.
- (h) Non-storefront uses shall be subject to the following development standards in addition to those contained in Chapter VI of Title 9:
 - (1) Uses may operate independently from a retail storefront or as a part of, and in conjunction with, a permitted storefront, distribution, or manufacturing facility;
 - (2) Parking requirements shall be subject to Section 13-89 and shall also include sufficient parking spaces for delivery vehicles;
 - (3) All deliveries to customers shall be completed by 10:00 p.m.; and

- (4) The general public shall not be permitted to enter the premises of a non-storefront retail use.
- (i) Except as specifically authorized in this article, all other cannabis retail uses such as but not limited to lounges and cafes are expressly prohibited in the city.
- (j) No person shall engage in any use set forth in this article unless that use is specifically authorized by Chapter VI of Title 9 of this Code.
- (k) Any cannabis use, including but not limited to those involving sale, delivery and/or dispensing, that is not permitted, licensed and otherwise in full compliance with all applicable provisions of this Code and state and local law, shall not be considered a legally non-conforming use pursuant to, and notwithstanding any contrary provisions of, Chapter IX of this title.

13-200.94. Declaration of public nuisance.

Any use, structure, or property that is altered, enlarged, erected, established, maintained, moved, or operated contrary to the provisions of this article, is hereby declared to be unlawful and a public nuisance and may be abated by the city through civil and/or administrative proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances.

13-200.95. Violations.

Violations of this article shall be punishable pursuant to the provisions of section 13-16 in addition to any other remedy available at law or in equity.

EXHIBIT A

CHAPTER VI. CANNABIS BUSINESS PERMITS

9-481. Purpose and intent.

It is the purpose and intent of this chapter to regulate the distributing, manufacturing, processing, research and development, retail sale, testing and transporting of cannabis and cannabis-related products in a manner which is responsible, which protects the health, safety, and welfare of the residents of Costa Mesa, and to enforce rules and regulations consistent with state law. In part to meet these objectives, a permit shall be required in order to own and/or to operate a cannabis business within the city. Nothing in this chapter is intended to authorize the possession, use, or provision of cannabis for purposes which violate state or federal law. The provisions of this chapter are in addition to any other permits, licenses, and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approvals required under state law.

9-482. Legal authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution and the provisions of Division 10 of the Business and Professions Code, the city is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-related activity.

9-482.5 Authority of the City Manager

The City Manager is authorized to make reasonable rules, policies, and procedures consistent with the intent and spirit of this Chapter as may be necessary to administer and enforce the provisions of this Chapter and any other ordinances, regulations or laws relating to and affecting the permitting and operations of commercial cannabis businesses.

The City Manager is authorized to make reasonable rules, policies, and procedures consistent with the intent and spirit of this Chapter concerning the applications, the application process, the information required of applicants, the application procedures, and the administration and procedures to be used and followed in the application process for permit applications and requests for permit changes or modifications pursuant to this Chapter, and the implementation and administration of social equity programs.

9-483. Cannabis business activities prohibited unless specifically authorized by this chapter.

Except as specifically authorized in this chapter, the manufacture, processing, storing, laboratory testing, labeling, transporting, dispensing, furnishing, distribution, delivery, or sale of cannabis or a cannabis product is expressly prohibited in the city.

9-484. Compliance with laws.

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.

9-485. Definitions.

Unless otherwise defined in this chapter or in chapter I of Title 13, the words used in this chapter shall have the same definitions ascribed to them in Division 10 of the Business and Professions Code or the definitions of the Health and Safety Code applicable to school and child daycare. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

Cannabis means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean industrial hemp as that term is defined by section 81000 of the California Food and Agricultural Code or section 11018.5 of the California Health and Safety Code.

Cannabis business permit means a regulatory permit issued by the city pursuant to this chapter to a cannabis business, and is required before any cannabis activity may be conducted in the city.

Cannabis goods means cannabis and/or cannabis products.

Cannabis product or manufactured cannabis product or product means cannabis that has undergone a process whereby the plant material is transformed into a concentrate for internal consumption or topical application, including, but not limited to, concentrated cannabis, an edible cannabis product, or a topical cannabis product containing cannabis or concentrated cannabis in combination with other ingredients.

Caregiver or *primary caregiver* has the same meaning as that term is defined in section 11362.7 of the California Health and Safety Code.

City manager shall mean the city manager of the city or designee.

Director shall mean the city's Director of the Economic and Development Services department or designee, unless otherwise specified.

Dispensing means any activity involving the retail sale of cannabis or cannabis products.

Distributor means a person or entity that engages in distribution. The direct and/or retail sale, distribution, or furnishing of any cannabis or cannabis product to any consumer or end user by a distributor is expressly prohibited, unless otherwise authorized pursuant to this chapter.

Edible cannabis product means manufactured cannabis that is intended to be used, in whole or in part, for oral human consumption including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the California Food and Agricultural Code. An edible cannabis product is not considered food as defined by California Health and Safety Code Section 109935 or a drug as defined by California Health and Safety Code Section 109925.

Financial interest holder shall have the same meaning as set forth in Title 4, Division 19, section 15004 of the California Code of Regulations.

Free sample means any amount of cannabis goods provided to a patron of a business or member of the public without cost or payment or exchange for any other thing of value.

Green Zone means those portions of the manufacturing park (MP) and planned development industrial (PDI) zones that are located both north of South Coast Drive and west of Harbor Boulevard, excluding any portion of the South Coast Collection.

Homeless shelter has the same meaning as emergency shelter.

Labor Peace Agreement has the same meaning set forth in Business and Professions Code section 26001.

Manufacturing site means a location where cannabis products are manufactured.

Marijuana means "cannabis," as that term is defined in this chapter.

Marijuana activity and/or cannabis activity includes manufacture, processing, laboratory testing, research and development, transporting, delivery, dispensing, distribution, furnishing, giving away or sale, or arranging and/or directing any of the foregoing, or any other activity involving cannabis or a cannabis product.

Marijuana business and/or cannabis business means any business or operation which engages in any marijuana or cannabis activity.

Marijuana business permit has the same meaning as cannabis business permit.

Patient or qualified patient shall have the same definition as California Health and Safety Code section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health and Safety Code section 11362.5. For purposes of this chapter, a qualified patient shall include a person with an identification card as that term is defined by California Health and Safety Code section 11362.7 et seq.

Person with an identification card shall have the meaning given that term by California Health and Safety Code section 11362.7.

Playground shall mean and include both a public playground located in a city park and a private playground. A private playground shall mean a privately-owned outdoor recreation area, including a tot lot, containing playground equipment or amenities such as swings, slides, sandboxes, or similar installations designed for use by minors and serving either the general public or residents of a development where the playground equipment is located, including residential subdivisions and/or developments such as apartments, townhomes and/or condominium complexes, mobile home parks or other similar residential uses, as well as playground equipment serving registered guests at hotels and motels. A private playground does not include a playground or playground equipment installed at a single-family residence, or play equipment that is part of a privately-owned commercial business or place of worship, or a playground that is access-controlled during operating hours or does not have direct access from the public right-of-way. A private playground does not include areas designated for use as a playing field or court, pool, or skate facility.

Premises shall have the same meaning as set forth in Business and Professions Code section 26001 sub-section (ap) for purposes of measuring the required distance from retail storefront uses to those uses set forth in section 13-200.93(e)(1).

Processing and processor shall have the same meaning as manufacturing and manufacturer, respectively.

Property shall mean any single development lot that has been subdivided bearing its own assessor's parcel number or with an approved subdivision map or condominium map unless the context clearly indicates a different meaning.

Research and development laboratory means a facility, entity, or site in the city that performs research into and/or the development of cannabis or cannabis products, where cannabis in any amount is located on-site, and that is both of the following:

- 1. Accredited by an accrediting body that is independent of all other persons involved in the cannabis industry in the state.
- 2. Registered with the State Department of Public Health, and is owned and operated by a person issued a valid cannabis business permit for laboratory testing from the city and is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and cannabis activities.

South Coast Collection or SoCo means all properties located at 3303 through 3323, inclusive, Hyland Avenue, in the City of Costa Mesa, commonly known as "SoCo" or "SOCO."

State means the State of California, including any of its departments, divisions, and/or bureaus.

State license means a permit or license issued by the state to engage in cannabis activity.

Youth center means any public or private facility that is primarily used to host recreation or social activities for minors, specifically private youth membership organizations or clubs, social services teenage club facilities, video arcades where ten (10) or more games or game machines or devices

are operated or similar amusement park facilities, but does not include dance studios, tutoring, martial arts studios or similar type of uses.

9-486. Type of authorized cannabis businesses permitted.

- (a) One (1) or more of the following types of adult (A-license) and/or medical (M-license) cannabis business may be permitted to operate within the city:
 - 1. Cannabis distributor (includes license classification type 11);
 - 2. Cannabis manufacturer (includes license classification type 6 and 7);
 - 3. Cannabis testing laboratory (includes license classification type 8);
 - 4. Cannabis retail storefront (includes license classification type 10);
 - 5. Cannabis retail non-storefront (includes license classification type 9); and
 - 6. Cannabis research and development laboratory.
- (b) Businesses permitted pursuant to this chapter shall not engage in the retail sale, delivery or dispensing of cannabis, cannabis product, hemp or hemp products unless expressly permitted to do so pursuant to the terms of their cannabis business permit.
- (c) No person may engage in any type of cannabis business that is not specifically authorized pursuant to this section and this code, including, but not limited to, cultivating cannabis.
- (d) The City Council may by resolution limit and/or restrict the number of cannabis retail permits available for issuance and/or renewal.

9-487. Cannabis business permit required to engage in a cannabis business.

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.

9-487.3. Disclosure of Financial Interest Holders Required.

Any and all financial interest holders must be disclosed to the City as part of any application for issuance and/or renewal of a cannabis business permit.

9-487.5. Change in business name.

No operator shall operate, conduct, manage, engage in, or carry on a cannabis business under any name other than the business name specified in the permit and/or any "doing business as" or "DBA", or "fictitious business name" or "FBN", provided in the permit application and/or business license. Proof of the "DBA" or "FBN" filing with the County Clerk Recorder shall be required. Any approved changes and/or updates to the permit may require payment of fees as set by resolution of the City Council.

9-488. Term of permit-Fees.

- (a) A cannabis business permit shall be valid for two (2) years from the date of issue, unless otherwise suspended or revoked, and may be renewed bi-annually thereafter, provided the permittee and application for renewal are in compliance with all of the provisions of this chapter as well as all administrative regulations adopted pursuant to section 9-497.
- (b) Cannabis business permit application fees and renewal fees shall be established by resolution of the city council as may be amended from time to time. Failure to timely submit fees and/or comply with the administrative regulations governing applications and/or renewals shall be grounds for denial of application and/or renewal.

9-489. Effect of state license suspension, revocation, or termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the city, until the State of California, or its respective departments or divisions, reinstates or reissues the State license within 90 days. Should the state license remain suspended for 90 days or longer, any permit issued pursuant to this chapter shall expire and be of no further force and effect. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis business, such revocation or termination shall also revoke or terminate the ability of a business permitted pursuant to this chapter including the persons and entities set forth in section 9-490(c) to operate any cannabis business within the city for a period of five years from the date of such revocation or termination.

9-490. Denial and revocation.

- (a) Revocation. A cannabis business permit may be revoked and/or suspended pursuant to the procedures of section 9-120, and/or deemed abandoned or forfeited pursuant to the procedures of section 9-495, for failing to comply with the terms of the permit, the applicable provisions of this chapter, this Code, city regulations, state law or regulations and/or any conditions of any other permit issued pursuant to this Code.
- (b) Denial. An application for a cannabis business permit may be denied where it fails to provide all required information, documentation and/or fees and/or where it does not or would not be able to comply with the applicable provisions of this chapter, this Code, city regulations and/or state law or regulations and/or where the applicant is otherwise ineligible for such permit.
- (c) Effect of revocation and denial. Whenever an application for a permit is denied, no other similar application by such applicant or permittee will be considered for a period of one (1) year from the date of the denial of an application. Whenever a permit has been revoked, no other similar application by such permittee shall be considered for a period of five (5) years from either the date the notice of the permit revocation was mailed or the date of the final decision of the city to revoke the permit, whichever is later. The prohibitions of this subsection shall also apply to the following:
 - 1. Any individual whose permit was revoked or whose application was denied who later becomes a director or officer of a corporation, profit or nonprofit, or a member of a partnership or a person owning or possessing any portion of the shares of a corporation seeking to obtain a new permit.

- 2. A corporation, profit or nonprofit, whose permit was revoked, or application was denied, to any of its directors or officers or to any person who owned any portion of its shares, who attempts by way of a new corporation or using their individual names or becoming a member of a partnership or a director or officer or a person owning or possessing any portion of the shares in another corporation seeking to obtain a new permit.
- (d) Ineligibility. In addition to any other law, no person or entity shall be eligible for and/or receive a cannabis business permit if that person or entity, or any director or officer of that entity or a person who owned any portion of that entity's shares, or any financial interest holder of that entity, engaged or engages in unpermitted and/or illegal cannabis activity involving sales, delivery and/or dispensing in the city, or had an ownership interest in any property set forth in section 13-200.93(e)(5), in the five (5) years preceding an application under this chapter or during the application process. A determination of ineligibility under this sub-section (d) may be made by the City Manager and shall be based on the preponderance of the evidence. This prohibition shall not apply to a natural person who would otherwise be ineligible based on a criminal conviction that has been dismissed, withdrawn, expunged or set aside or is otherwise exempted pursuant to sections 9-495(g)(10) and/or 9-496(b).

9-491. Appeals.

Notwithstanding any other provision of this code, only a decision by the city manager to suspend, revoke or deny a cannabis business permit under this chapter shall be subject to appeal, which shall be governed by the procedures set forth in Chapter IX of Title 2 of this code.

9-492. Prohibition on transfer of cannabis business permits.

In the event a permit holding cannabis business sells or transfers the business to a new owner and/or operates the business under a new entity and/or name not listed on the permit, the new owner must obtain a new cannabis business permit and business license prior to commencing or continuing operations. A cannabis business shall be deemed to have transferred to a new owner within the meaning of this section if person(s) or entities with controlling interest at the time the permit was first issued cease(s) at any time to possess controlling ownership interest and/or hold an ownership interest of less than fifty-one (51) percent.

9-493. City business license required.

Prior to commencing operations, a cannabis business and any financial interest holder therein shall each separately obtain and thereafter maintain a valid city business license pursuant to Chapter I of this title. Failure to hold a valid business license at all times shall render the cannabis business permit invalid.

9-494. Conditional use permit required.

No cannabis business permit shall be issued, and no person shall conduct a cannabis business unless a conditional use permit has been issued therefore pursuant to the provisions of Title 13, Chapter IX, Article 21 of this Code. Approval of a conditional use permit shall not waive any other requirements of State or local law or regulation, including, but not limited, to the requirement to

obtain a building permit, certificate of occupancy, cannabis business permit and/or city business license.

9.494.5 Maximum cannabis retail storefront cannabis business permits.

A maximum of thirty (30) storefront retail cannabis business permits may be issued by the City. Thereafter, no further storefront retail cannabis business permits may be issued by the City until the total number of operating licensed storefront retail establishments fall below fifteen (15), after which time the City may issue further cannabis business permits not to exceed fifteen (15) total active storefront retail cannabis business permits operating at one time.

9-495. Operating requirements for all cannabis businesses permitted under this chapter.

- (a) Records and recordkeeping.
 - 1. Each owner and operator of a cannabis business shall maintain accurate books and records, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than a quarterly basis or at any time upon reasonable request of the city, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous three (3) month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.
 - Each owner and operator shall keep and preserve for a period of no less than seven (7) years, all records as may be necessary to determine the amount of such tax the operator may have been liable to collect and remit to the city.
 - 2. Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, telephone number, a copy of that person's government issued identification, and email address) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this paragraph shall be provided to the city manager upon a reasonable request.
 - 3. All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the production or manufacturing, laboratory testing and distribution processes.
 - 4. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPAA), each cannabis business shall allow city officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the city's request, unless otherwise stipulated by the city.
 - 5. Each owner and operator of a cannabis business shall disclose to the City the names and addresses of each and every financial interest holder of that business within ten

(10) calendar days of that person becoming a financial interest holder of the cannabis business, and thereafter shall notify the City within ten (10) business days if that person or entity ceases to be a financial interest holder. Each financial interest holder shall obtain a business license pursuant to section 9-493 within thirty (30) days of becoming a financial interest holder of that business.

(b) Security measures.

- 1. A permitted cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. These security measures shall include:
 - a. Establishing limited access areas accessible only to authorized cannabis business personnel;
 - b. All cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault, and shall be kept in a manner as to prevent diversion, theft, and loss;
 - c. Sensors shall be installed to detect entry and exit from all secure areas;
 - d. Having a professionally installed, maintained, and monitored alarm system;
 - e. Any bars to be installed on the windows or the doors of the cannabis business for security purposes, if permitted by the city, shall be installed only on the interior of the building;
 - f. Security personnel if utilized must be licensed by the State of California Bureau of Security and Investigative Services Personnel, shall comply with the requirements of California Business and Professions Code Chapters 11.4 and 11.5 of Division 3, and have a valid business license from the city; and
 - g. Each cannabis business shall have the capability to remain secure and operational during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- 2. Each cannabis business shall identify a designated security representative/liaison to the city, who shall be reasonably available to meet with the city manager regarding any security related measures or and operational issues.
- 3. A cannabis business shall notify the city manager within twenty-four (24) hours after discovering any of the following:
 - a. Significant discrepancies identified during inventory, as set forth in the city's administrative regulations;
 - b. Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business; or
 - c. The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the cannabis business and/or cannabis sales.
- (c) Restriction on alcohol sales. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the cannabis business.
- (d) *Compliance with laws*. 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. Nothing in this chapter shall be construed as authorizing any actions which violate state law or local law with respect to the operation of a cannabis business or any site-specific, additional operating procedures or requirements which may be imposed as conditions of approval of the location of the cannabis business.

- (e) Taxes. All cannabis businesses authorized to operate under this chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each cannabis business shall cooperate with the city with respect to any reasonable request to audit the cannabis business's books and records for the purpose of verifying compliance with this section, including, but not limited to, a verification of the amount of taxes required to be paid during any period.
- (f) Insurance. Permittee shall obtain and maintain at all times during the term of the permit comprehensive general liability insurance and comprehensive automotive liability insurance protecting the permittee in an amount of not less than one million dollars (\$1,000,000.00) per occurrence, combined single limit, including bodily injury and property damage and not less than one million dollars (\$1,000,000.00) aggregate for each personal injury liability, products-completed operations and each accident, issued by an insurance provider rated at least A-:VIII in A.M. Best and Company's Insurance Guide and either admitted and authorized to do business in California or is listed on the California Department of Insurance's List of Approved Surplus Line Insurers.
- (g) Miscellaneous operating requirements.
 - 1. *Restriction on consumption.* Cannabis shall not be consumed on the premises of any cannabis businesses or elsewhere in the city other than within private residences.
 - 2. No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a cannabis business permit, or on any of the vehicles owned or used as part of the cannabis business except as otherwise expressly allowed by this chapter. No outdoor storage of cannabis or cannabis products is permitted at any time.
 - 3. Reporting and tracking of product and of gross sales. Each cannabis business shall have in place a point-of-sale tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The cannabis business shall ensure that such information is compatible with the city's record-keeping systems. The system must have the capability to produce historical transactional data for review by the city manager.
 - 4. All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with all state and local regulations.
 - 5. There shall not be a physician located in or around any cannabis business at any time for the purpose of evaluating patients for the issuance of a cannabis prescription or card.
 - 6. *Signage, notices, and advertising.*
 - a. In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis business shall conform to the requirements

- of this Code, including, but not limited to, seeking the issuance of a city sign permit.
- b. Each entrance to a cannabis retail business shall be visibly posted with one clear and legible notice up to twelve (12) inches by eighteen (18) inches in size, indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited. The word "cannabis" is allowed to be used up to two times on each of these specific notices. Letter height in the notice shall be limited to up to one (1) inch in size. All notice lettering shall be the same font and color.
- c. Business identification signage shall be limited to that needed for identification only.
- d. The business shall at all times comply with the advertising and marketing restrictions of Business and Professions Code sections 26150-26156, in addition to the requirements of this code.
- e. Cannabis business advertising and/or marketing materials in the city shall not encourage persons under 21 years of age to consume cannabis or cannabis products and shall not depict and/or suggest in any way the consumption of cannabis or cannabis products.

7. Minors.

- a. Persons under the age of twenty-one (21) years shall not be allowed on the premises of a cannabis business, except as otherwise specifically provided for by state law. It is unlawful and a violation of this chapter for any person to employ any person at or for a cannabis business who is not at least twenty-one (21) years of age.
- b. The entrance to the cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the cannabis business except as specifically provided for herein.
- 8. *Odor control.* Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site.
- 9. Display of permit and city business license. The original copy of the cannabis business permit issued by the city pursuant to this chapter and the city-issued business license shall be posted inside the cannabis business in a conspicuous location.
- 10. Background check. Every owner, manager, supervisor or employee of the cannabis business must submit fingerprints and other information deemed necessary by the city manager for a background check by the Costa Mesa police department to verify that person's criminal history. No person shall be issued a permit to operate a cannabis
 - business who has been convicted of a felony within the past seven (7) years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code section 1203.4, 1000 or 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance. Exempted from this prohibition is a conviction for a felony involving cannabis and/or marijuana for which the underlying cannabis or marijuana offense has subsequently

- been designated a misdemeanor or infraction or decriminalized pursuant to the provisions of the Control, Regulate and Tax Adult Use of Marijuana Act or federal law.
- 11. *Loitering*. The owner and/or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- 12. *Permits and other approvals*. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain 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.
- 13. *Free samples*. No cannabis business shall provide or cause to be provided any free sample of cannabis goods to any person within the city.
- 14. A licensed retailer may only sell cannabis goods, cannabis accessories, and licensees' branded merchandise or promotional materials
- (h) Additional operating requirements for retail sale (storefront) businesses. In addition to every other requirement of this section, other than those set forth in subsection (i) (retail sale, non-storefront) that are expressly inapplicable, every business that sells cannabis as a storefront retailer shall comply with the following requirements:
 - 1. The security plan shall include at least one (1) licensed private security guard or guards who shall be present at the premises twenty-four (24) hours per day, exterior lighting, and continuous video monitoring and recording of the interior and exterior of the premises. Video surveillance recordings must also include video of all entryways and exits of the premises. All video recordings shall be maintained for a minimum of ninety (90) days.
 - 2. Both the private security guard and the business personnel shall monitor the premises and the immediate vicinity of the premises to ensure that patrons immediately leave the premises and do not consume cannabis in the vicinity of the retail business or on the property or in the parking lot, and shall ensure that persons do not loiter, linger, or otherwise congregate within fifty (50) feet of the premises.
 - 3. There shall be no on-site sales of alcohol or tobacco products, (excluding rolling papers and lighters) and no on-site consumption of food, alcohol, cannabis or tobacco by patrons.
 - 4. Hours of operation shall be limited to: 7:00 a.m. to 10:00 p.m. daily, unless further restricted by conditions of approval. No licensed retail business shall be open to the public between the hours of 10:01 p.m. and 6:59 a.m. of any day.
 - 5. The cannabis retail business shall notify patrons of the following both verbally and through posting of a sign in a conspicuous location:
 - a. Unlawful sale, barter or distribution of cannabis is a crime and subject to a fine or arrest.
 - b. Loitering on and around the retail premises is prohibited by California Penal Code section 647 and that patrons must immediately leave the premises and not consume cannabis in the vicinity and/or on the property or in the parking lot.

- c. A warning that patrons and/or employees may be subject to prosecution under federal cannabis laws, if applicable.
- d. That the use of cannabis may impair a person's ability to drive a motor vehicle or operate machinery and that doing so is illegal.
- 6. No one under the age of twenty-one (21) shall be allowed to enter the premises of a cannabis business unless the business holds a retail medical cannabis license (M-license) issued by the State.
- 7. No person shall be permitted to enter the premises without government-issued identification, and cannabis goods may not be provided to any person, whether by purchase, trade, gift, or otherwise, who does not possess a valid government-issued identification and who does not meet the age requirements of this Chapter.
- 8. Electronic age verification device required. Proof of age of every person other than employees entering the business shall be verified with an electronic age verification device, prior to entry of the retail area or delivery to that person. The electronic age verification device may be mobile or fixed, and shall be able to retain a log of all scans that includes the following information: date, time, and age. Said log shall be kept for a minimum of one hundred eighty (180) business days and all records shall be made available to the City Manager upon request.
- 9. Point-of-sale tracking required. The business shall facilitate the sale, making available, furnishing and/or delivery of cannabis goods with a technology platform that uses point-of-sale technology to track, and database technology to record and store, the following information for each transaction involving the exchange of cannabis goods between the business and consumer:
 - a. The date and time of transaction.
 - b. The first name and employee number of the employee who processed the sale of cannabis goods on behalf of the business.
 - c. A list of all the cannabis goods purchased, including the quantity purchased.
 - d. The total amount paid for the sale, including the individual prices paid for cannabis or cannabis products purchased, and any amounts paid for taxes.
- 10. Cannabis retail businesses shall also record on the video surveillance system point-of-sale areas and areas where cannabis goods are displayed for sale.
- 11. Adequate signage shall clearly state who has inspected any cannabis product for pesticides, or other regulated contaminants, distributed at this location.
- 12. Shipments of cannabis goods may only be accepted during regular business hours.
- 13. Inventory shall be secured using a lockable storage system during non-business hours.
- 14. No cannabis product shall be visible from the exterior of the business.
- 15. All required labelling shall be maintained on all product, as required by State law, at all times.
- 16. A permitted commercial cannabis retail business shall have one hundred eighty (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 ongoing permitted business at the premises for a total of ninety (90) days in any twelve

- (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 ninety (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.
- 17. Obtain and maintain at all times during the term of the permit the insurance required pursuant to subsection (f) of this section in the minimum amounts of two million dollars (\$2,000,000.00), and enter into an agreement approved by the city attorney to defend, with attorneys of city's choosing, indemnify, release and hold harmless the city, its city council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permittee or the permittee's activities. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or bringing such proceeding, and shall not be limited by the types and/or amounts of insurance required herein;
- 18. For an applicant with two or more employees, provide a notarized statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement as otherwise required by Business and Professions Code section 26105.5.
- (i) Additional operating requirements for retail sale (non-storefront) delivery businesses. In addition to every other requirement of this section, except only for subsection (h)(1) through (5) and (10) (retail sale, store-front), every business that sells and/or delivers cannabis as a non-store front retailer shall comply with the following requirements:
 - 1. Commercial cannabis retail deliveries may be made only from a commercial cannabis retail business permitted by the City in compliance with this chapter, and in compliance with all State regulations.
 - 2. All employees who deliver cannabis shall have valid identification and a copy of the retail business' cannabis business permit and State license at all times while making deliveries.
 - 3. All commercial cannabis retail businesses shall maintain proof of vehicle insurance for any and all vehicles being used to transport cannabis goods as required by State law.
 - 4. Deliveries may only take place during normal business hours of the commercial cannabis retail business.
 - 5. During delivery, the delivery employee shall maintain a physical or electronic copy of the delivery request and shall make it available upon request by the licensing authority and law enforcement officers. The delivery request documentation shall comply with State law.

- 6. A licensed delivery employee shall not leave the State of California while possessing cannabis products while performing his or her duties for the cannabis retailer.
- 7. A commercial cannabis retail business shall maintain a list of all deliveries, including the address delivered to, the amount and type of product delivered, and any other information required by the State.
- 8. A manifest with all information required in this section shall accompany any delivery person at all times during the delivery process and delivery hours.
- 9. Any delivery method shall be made in compliance with State law, as amended, including use of a vehicle that has a dedicated GPS device for identifying the location of the vehicle (cell phones and tablets are not sufficient).
- 10. Each delivery request shall have a receipt prepared by the commercial cannabis retail business with the following information:
 - a. Name and address of the commercial cannabis retail business.
 - b. The name of the employee who delivered the order.
 - c. The date and time the delivery request was made.
 - d. The complete delivery addresses.
 - e. A detailed description of the cannabis goods requested for delivery including the weight or volume, or any accurate measure of the amount of cannabis goods requested.
 - f. The total amount paid for the delivery including any fees or taxes.
 - g. At the time of the delivery, the date and time delivery was made, and the signature of the person who received the delivery.
 - h. No cannabis delivery vehicle shall display signs, decals or any other form of advertisement.
 - i. Inspections by an authorized City representative may be conducted anytime during regular business hours.
- 11. Delivery must be made to a physical address that is not on publicly owned land, a school, a day care, or a youth center.
- 12. The delivery employee shall not carry cannabis goods valued in excess of \$5,000 at any time with no more than \$3,000 of cannabis goods that are not already part of a customer order that was processed prior to leaving the premises.
- 13. Delivery must be made in person by a direct employee of the licensed retailer. An independent contractor, third-party courier service, or an individual employed through a staffing agency would not be considered directly employed by the licensed retailer.

9-496. Cannabis employees.

- (a) Any person who is an employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.
- (b) No cannabis business or owner thereof may employ any person who has been convicted of a felony within the past seven (7) years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code section 1203.4, 1000 or 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance. Exempted from this prohibition

is a conviction for a felony involving cannabis and/or marijuana for which the underlying cannabis or marijuana offense has subsequently been designated a misdemeanor or infraction or decriminalized pursuant to the provisions of the Control, Regulate and Tax Adult Use of Marijuana Act or federal law.

(c) All employees must wear an identification badge while on the premises of the business, in a format authorized by the city manager.

9-497. Promulgation of administrative regulations.

- (a) The city manager is also authorized to establish any additional administrative rules, regulations, policies, procedures and/or standards governing the issuance, denial or renewal of cannabis business permits, or concerning any other subject necessary to carry out the purposes of this chapter.
- (b) Regulations promulgated by the city manager shall become effective upon the date of publication. Cannabis businesses shall be required to comply with all state and local laws and regulations, including, but not limited to, any rules, regulations policies, procedures and/or standards adopted by the city manager.
- (c) Such administrative rules, regulations and/or standards may include establishing standards and timing for application processing, including but not limited to providing priority for existing licensees in good standing.

9-498. Inspection and enforcement.

- (a) The city manager is charged with enforcing the provisions of the Costa Mesa Municipal Code, or any provision thereof, and may enter the location of a cannabis business at any time during the hours of operation without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this title or under applicable provisions of state law.
- (b) It is unlawful for any person having responsibility for the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law.

9-499. Violations.

- (a) Violations declared a public nuisance. Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance.
- (b) Each violation a separate offense. Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Costa Mesa Municipal Code. Additionally, as a nuisance per se, any violation of this chapter shall be subject to injunctive relief, any permit issued pursuant to this chapter being deemed null and void, disgorgement and payment to the city of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in

equity. The city may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the cannabis business or persons related to, or associated with, the cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or the chief of police, may take immediate action to temporarily suspend a cannabis business permit issued by the city, pending a hearing before the city council.

- (c) Criminal penalties. Each and every violation of the provisions of this chapter may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the County Jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- (d) Remedies cumulative and not exclusive. The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

CHAPTER IX. SPECIAL LAND USE REGULATIONS. ARTICLE 21. LOCATION OF CANNABIS DISTRIBUTING, MANUFACTURING, RESEARCH AND DEVELOPMENT, TESTING LABORATORIES, RETAIL STOREFRONT AND RETAIL NON-STOREFRONT USES

13-200.90. Purpose.

The purpose of this article is to regulate the location of and standards for cannabis distributing facilities, manufacturing sites, research and development laboratories, testing laboratories, retail storefront and retail non-storefront uses in order to promote the health, safety, morals and general welfare of the residents and the businesses within the city by maintaining local control over the ability to authorize and regulate the location of cannabis businesses.

13-200.91. Applicability.

- (a) Nothing in this article is intended, nor shall it be construed, to burden any defense to criminal prosecution under the Compassionate Use Act of 1996.
- (b) All the provisions of this article shall apply to all property, public and private, within the city.
- (c) All the provisions of this article shall apply indoors and outdoors.
- (d) Unless otherwise provided herein or in this title, the terms used in this article shall have the meaning ascribed to them in Title 9, Chapter VI of this Code.

13-200.92. Cannabis distributing facilities, manufacturing sites, research and development laboratories, and testing laboratories.

- (a) Cannabis distribution, manufacturing, research and development and testing is prohibited in all zone districts within the city, except for those portions of the manufacturing park (MP) and planned development industrial (PDI) zones that are located both north of South Coast Drive and west of Harbor Boulevard, excluding any portion of the South Coast Collection (the "Green Zone").
- (b) A conditional use permit shall be required and may be issued to allow the location of any business engaged in the distribution, manufacturing, researching and developing, or testing of cannabis in the MP or PDI zones pursuant to subsection (a) of this section, subject to the following conditions:
 - (1) The requirements of Chapter III of this title have been met;
 - (2) The findings for granting a conditional use permit in accordance with section 13-29(g) are met;
 - (3) The applicant obtains a cannabis business license pursuant to Chapter VI of Title 9 of this Code; and
 - (4) The use is conducted in compliance with all applicable state and local laws.
- (c) No person shall engage in any use set forth in this article unless that use is specifically authorized by Chapter VI of Title 9 of this Code.

13-200.93. Cannabis retail storefront and non-storefront uses.

- (a) Cannabis retail storefront uses are prohibited in all zone districts within the city, except for the commercial zone districts.
- (b) Cannabis retail non-storefront uses are prohibited in all zone districts within the city, except for the commercial zone districts and within the Green Zone.
- (c) The following planning application shall be required for cannabis retail uses:
 - (1) A conditional use permit shall be required for retail storefronts and nonstorefronts; and
 - (2) An amendment to the approved conditional use permit shall be required for existing licensed cannabis distribution or manufacturing businesses to operate a retail non-storefront under the existing business and within the same licensed premise. The amendment shall be processed as a minor conditional use permit.
- (d) A conditional use permit may be issued to allow the location of a retail cannabis use pursuant to subsections (a) and (b) of this section, subject to the following conditions:
 - (1) The requirements of Chapter III of this title have been met;
 - (2) The findings for granting conditional use permit pursuant to section 13-29(g) are met;
 - (3) The applicant pursuant to Chapter VI of Title 9 of this Code; and
 - (4) The use is conducted in compliance with all applicable state and local laws, regulations, and all applicable conditional use permit conditions of approval.
- (e) A total maximum of thirty (30) conditional use permits for cannabis storefronts may be approved by the city. Following the approval of the thirtieth (30th), no further conditional use permits for cannabis storefronts may be approved by the city until the total number of existing conditional use permits falls below fifteen (15), after which time the city may approve further conditional use permits not to exceed a total of fifteen (15) existing conditional use permits for cannabis storefronts located within the city.
- (f) Cannabis retail storefront location. No cannabis retail storefront use shall be located:
 - (1) No cannabis retail storefront use shall be located within one-thousand (1,000) feet from a K-12 school, playground, child daycare, homeless shelter, or within 600 feet from a youth center, that is in operation at the time of submission of a completed Cannabis Business Permit application; or within one hundred (100) feet from a property zoned for residential use;
 - i. For the purpose of identifying separations from cannabis storefronts and properties zoned for residential use, properties zoned for residential use are within the following zoning districts: R1 Single-Family Residential District, R2-MD Multiple-Family Residential District, Medium Density, R2-HD Multiple-Family Residential District, High Density, R3 Multiple-Family Residential District, TC Town Center District, PDR-LD Planned Density Residential—Low Density, PDR-MD Planned Development Residential—Medium Density, PDR-HD Planned Development Residential—High Density, and PDR-NCM Planned Development Residential—North Costa Mesa.
 - ii. Where a non-residential property was developed for residential or mixed residential use in accordance with an overlay, urban plan, or specific plan, and the residential development and use remains, the property

- would be considered residential when establishing a separation from cannabis storefronts.
- iii. Where an overlay, urban plan, or specific plan allows residential development on a property zoned for residential use, but residential development has not been constructed, such property would not be considered a property zoned for residential use pursuant to this provision.
- iv. Where a legal nonconforming residential unit or units have been developed on a property zoned for non-residential use, the property would not be considered residential when establishing a separation from cannabis storefronts.
- (2) No cannabis retail storefront use shall be located within five hundred (500) feet from the premises of a lawfully existing cannabis retail storefront business;
- (3) (2) All sensitive use separation distances referenced in (f)(1) and (2) shall be measured in a straight line from the premises where the cannabis retail use is to be located to the closest property line of a K-12 school, playground, child daycare, homeless shelter, or youth center or property zoned for residential use, or from the premises of a lawfully existing cannabis retail storefront use.
 - i. For purposes of this sub-sub-section, the property line of a playground shall be a thirty (30) foot radius from the exterior physical boundaries of the playground equipment area;
- (4) (3) All distances shall be measured without regard to the boundaries of the city and and/or intervening structures or other barriers;
- (5) (4) At a property as for which the zoning administrator, director or planning commission determines, based on a preponderance of the evidence, that unpermitted and/or illegal cannabis activity involving sales, delivery and/or dispensing has taken place at any time in the 365 days preceding an application under this Article. If an unpermitted and/or illegal cannabis activity has existed on a property no cannabis business may be permitted on that property unless 365 days has elapsed since that unpermitted and/or illegal cannabis activity has vacated the property, and the owner of that property has compensated the City for any and all expenditure of public funds and resources, including all costs, expenses (including but not limited to the salaries of peace and/or code enforcement officers) and/or attorney's fees, incurred in investigating, abating or attempting to abate the unpermitted use or uses, whether or not any type of civil, criminal or administrative proceedings have been commenced against the property, provided however if the owner of the property is required to evict that use, the 365 days shall begin to run from the date of the filing of an unlawful detainer complaint, in which case the a permit may be issued after the 365 days had elapsed and that use is no longer occupying the property.
- (6) (5) A determination and/or finding under sub-section (e)($\underline{5}$) is subject to the appeal provisions of Chapter IX of Title 2 of this Code.
- (7) The nonconforming provisions contained in Chapter X of this Code pertain to cannabis uses except as follows:
 - i. When an approved retail cannabis storefront conditional use permit location which lawfully met separation requirements at the time of the submission of a cannabis business permit application for the subject

property does not conform to the separation and the permitted cannabis retail operation is discontinued or abandoned for more than one hundred eighty (180) days, or when a permitted cannabis use is replaced in whole or part for any period of time by any other use, the conditional use permit shall be null and void after the permittee has had an opportunity for a hearing before the issuing officer as provided in Chapter II of Title 9.

- (g) Retail storefront uses shall be subject to the following development standards in addition to those contained in Chapter VI of Title 9:
 - (1) Opaque window coverings unless required by the City for security purposes are prohibited;
 - (2) Permanent security or safety bars shall not be placed on any interior or exterior windows or door, unless required by the City for security purposes;
 - (3) Directional signage to the use including but not limited to A-frame signs, sandwich board signs, banners, or flags are prohibited;
 - (4) No use shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way;
 - (5) Uses shall comply with the landscaping requirements set forth in Chapter VII of this title including bringing the site landscaping into conformance when feasible as determined by the director;
 - (6) Parking requirements shall be subject to Section 13-89;
 - (7) The hours of operation may be established as part of the planning application subject to the final review authority and may be more restrictive than those set forth in Chapter VI of Title 9. Modification of operation hours when established as part of the planning application shall be subject to an amendment of the planning application;
 - (8) Drive-through services or walk-up window services are prohibited;
 - (9) Outdoor seating or patio areas are prohibited;
 - (10) Special events that include live entertainment, dancing, and/or amplified music, or that are otherwise visible and/or audible from the public right-of-way, are prohibited;
 - (11) All cannabis products shall be secured after business hours in a locked container under 24-hour video surveillance; and
 - (12) For uses within two hundred (200) feet of a residential zone, all exterior lighting shall be shielded and/or directed away from residential areas. In addition, trash facilities shall be screened from view and designed and located appropriately to minimize potential noise and odor impacts to adjacent residential areas.
- (h) Non-storefront uses shall be subject to the following development standards in addition to those contained in Chapter VI of Title 9:
 - (1) Uses may operate independently from a retail storefront or as a part of, and in conjunction with, a permitted storefront, distribution, or manufacturing facility;
 - (2) Parking requirements shall be subject to Section 13-89 and shall also include sufficient parking spaces for delivery vehicles;
 - (3) All deliveries to customers shall be completed by 10:00 p.m.; and

- (4) The general public shall not be permitted to enter the premises of a non-storefront retail use.
- (i) Except as specifically authorized in this article, all other cannabis retail uses such as but not limited to lounges and cafes are expressly prohibited in the city.
- (j) No person shall engage in any use set forth in this article unless that use is specifically authorized by Chapter VI of Title 9 of this Code.
- (k) Any cannabis use, including but not limited to those involving sale, delivery and/or dispensing, that is not permitted, licensed and otherwise in full compliance with all applicable provisions of this Code and state and local law, shall not be considered a legally non-conforming use pursuant to, and notwithstanding any contrary provisions of, Chapter IX of this title.

13-200.94. Declaration of public nuisance.

Any use, structure, or property that is altered, enlarged, erected, established, maintained, moved, or operated contrary to the provisions of this article, is hereby declared to be unlawful and a public nuisance and may be abated by the city through civil and/or administrative proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances.

13-200.95. Violations.

Violations of this article shall be punishable pursuant to the provisions of section 13-16 in addition to any other remedy available at law or in equity.

CHAPTER VI. CANNABIS BUSINESS PERMITS

9-481. Purpose and intent.

It is the purpose and intent of this chapter to regulate the distributing, manufacturing, processing, research and development, retail sale, testing and transporting of cannabis and cannabis-related products in a manner which is responsible, which protects the health, safety, and welfare of the residents of Costa Mesa, and to enforce rules and regulations consistent with state law. In part to meet these objectives, a permit shall be required in order to own and/or to operate a cannabis business within the city. Nothing in this chapter is intended to authorize the possession, use, or provision of cannabis for purposes which violate state or federal law. The provisions of this chapter are in addition to any other permits, licenses, and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approvals required under state law.

9-482. Legal authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution and the provisions of Division 10 of the Business and Professions Code, the city is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-related activity.

9-482.5 Authority of the City Manager

The City Manager is authorized to make reasonable rules, policies, and procedures consistent with the intent and spirit of this Chapter as may be necessary to administer and enforce the provisions of this Chapter and any other ordinances, regulations or laws relating to and affecting the permitting and operations of commercial cannabis businesses.

The City Manager is authorized to make reasonable rules, policies, and procedures consistent with the intent and spirit of this Chapter concerning the applications, the application process, the information required of applicants, the application procedures, and the administration and procedures to be used and followed in the application process for permit applications and requests for permit changes or modifications pursuant to this Chapter, and the implementation and administration of social equity programs.

9-483. Cannabis business activities prohibited unless specifically authorized by this chapter.

Except as specifically authorized in this chapter, the manufacture, processing, storing, laboratory testing, labeling, transporting, dispensing, furnishing, distribution, delivery, or sale of cannabis or a cannabis product is expressly prohibited in the city.

9-484. Compliance with laws.

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.

9-485. Definitions.

Unless otherwise defined in this chapter or in chapter I of Title 13, the words used in this chapter shall have the same definitions ascribed to them in Division 10 of the Business and Professions Code or the definitions of the Health and Safety Code applicable to school and child daycare. Any reference

to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

Cannabis means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean industrial hemp as that term is defined by section 81000 of the California Food and Agricultural Code or section 11018.5 of the California Health and Safety Code.

Cannabis business permit means a regulatory permit issued by the city pursuant to this chapter to a cannabis business, and is required before any cannabis activity may be conducted in the city.

Cannabis goods means cannabis and/or cannabis products.

Cannabis product or manufactured cannabis product or product means cannabis that has undergone a process whereby the plant material is transformed into a concentrate for internal consumption or topical application, including, but not limited to, concentrated cannabis, an edible cannabis product, or a topical cannabis product containing cannabis or concentrated cannabis in combination with other ingredients.

Caregiver or *primary caregiver* has the same meaning as that term is defined in section 11362.7 of the California Health and Safety Code.

City manager shall mean the city manager of the city or designee.

Director shall mean the city's Director of the Economic and Development Services department or designee, unless otherwise specified.

Dispensing means any activity involving the retail sale of cannabis or cannabis products.

Distributor means a person or entity that engages in distribution. The direct and/or retail sale, distribution, or furnishing of any cannabis or cannabis product to any consumer or end user by a distributor is expressly prohibited, unless otherwise authorized pursuant to this chapter.

Edible cannabis product means manufactured cannabis that is intended to be used, in whole or in part, for oral human consumption including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the California Food and Agricultural Code. An edible cannabis product is not considered food as defined by California Health and Safety Code Section 109935 or a drug as defined by California Health and Safety Code Section 109925.

Financial interest holder shall have the same meaning as set forth in Title 4, Division 19, section 15004 of the California Code of Regulations.

Free sample means any amount of cannabis goods provided to a patron of a business or member of the public without cost or payment or exchange for any other thing of value.

Green Zone means those portions of the manufacturing park (MP) and planned development industrial (PDI) zones that are located both north of South Coast Drive and west of Harbor Boulevard, excluding any portion of the South Coast Collection.

Homeless shelter has the same meaning as emergency shelter.

Labor Peace Agreement has the same meaning set forth in Business and Professions Code section 26001.

Manufacturing site means a location where cannabis products are manufactured.

Marijuana means "cannabis," as that term is defined in this chapter.

Marijuana activity and/or *cannabis activity* includes manufacture, processing, laboratory testing, research and development, transporting, delivery, dispensing, distribution, furnishing, giving away or sale, or arranging and/or directing any of the foregoing, or any other activity involving cannabis or a cannabis product.

Marijuana business and/or cannabis business means any business or operation which engages in any marijuana or cannabis activity.

Marijuana business permit has the same meaning as cannabis business permit.

Patient or qualified patient shall have the same definition as California Health and Safety Code section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health and Safety Code section 11362.5. For purposes of this chapter, a qualified patient shall include a person with an identification card as that term is defined by California Health and Safety Code section 11362.7 et seq.

Person with an identification card shall have the meaning given that term by California Health and Safety Code section 11362.7.

Playground shall mean and include both a public playground located in a city park and a private playground. A private playground shall mean a privately-owned outdoor recreation area, including a tot lot, containing playground equipment or amenities such as swings, slides, sandboxes, or similar installations designed for use by minors and serving either the general public or residents of a development where the playground equipment is located, including residential subdivisions and/or developments such as apartments, townhomes and/or condominium complexes, mobile home parks or other similar residential uses, as well as playground equipment serving registered guests at hotels and motels. A private playground does not include a playground or playground equipment installed at a single-family residence, or play equipment that is part of a privately-owned commercial business or place of worship, or a playground that is access-controlled during operating hours or does not have

direct access from the public right-of-way. A private playground does not include areas designated for use as a playing field or court, pool, or skate facility.

Premises shall have the same meaning as set forth in Business and Professions Code section 26001 sub-section (ap) for purposes of measuring the required distance from retail storefront uses to those uses set forth in section 13-200.93(e)(1).

Processing and processor shall have the same meaning as manufacturing and manufacturer, respectively.

Property shall mean any single development lot that has been subdivided bearing its own assessor's parcel number or with an approved subdivision map or condominium map unless the context clearly indicates a different meaning.

Research and development laboratory means a facility, entity, or site in the city that performs research into and/or the development of cannabis or cannabis products, where cannabis in any amount is located on-site, and that is both of the following:

- 1. Accredited by an accrediting body that is independent of all other persons involved in the cannabis industry in the state.
- 2. Registered with the State Department of Public Health, and is owned and operated by a person issued a valid cannabis business permit for laboratory testing from the city and is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and cannabis activities.

South Coast Collection or SoCo means all properties located at 3303 through 3323, inclusive, Hyland Avenue, in the City of Costa Mesa, commonly known as "SoCo" or "SOCO."

State means the State of California, including any of its departments, divisions, and/or bureaus.

State license means a permit or license issued by the state to engage in cannabis activity.

Youth center means any public or private facility that is primarily used to host recreation or social activities for minors, specifically private youth membership organizations or clubs, social services teenage club facilities, video arcades where ten (10) or more games or game machines or devices are operated or similar amusement park facilities, but does not include dance studios, tutoring, martial arts studios or similar type of uses.

9-486. Type of authorized cannabis businesses permitted.

- (a) One (1) or more of the following types of adult (A-license) and/or medical (M-license) cannabis business may be permitted to operate within the city:
 - 1. Cannabis distributor (includes license classification type 11);
 - 2. Cannabis manufacturer (includes license classification type 6 and 7);
 - 3. Cannabis testing laboratory (includes license classification type 8);
 - 4. Cannabis retail storefront (includes license classification type 10);
 - 5. Cannabis retail non-storefront (includes license classification type 9); and

- 6. Cannabis research and development laboratory.
- (b) Businesses permitted pursuant to this chapter shall not engage in the retail sale, delivery or dispensing of cannabis, cannabis product, hemp or hemp products unless expressly permitted to do so pursuant to the terms of their cannabis business permit.
- (c) No person may engage in any type of cannabis business that is not specifically authorized pursuant to this section and this code, including, but not limited to, cultivating cannabis.
- (d) The City Council may by resolution limit and/or restrict the number of cannabis retail permits available for issuance and/or renewal.

9-487. Cannabis business permit required to engage in a cannabis business.

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.

9-487.3. Disclosure of financial interest holders required.

Any and all financial interest holders must be disclosed to the City as part of any application for issuance and/or renewal of a cannabis business permit.

9-487.5. Change in business name.

No operator shall operate, conduct, manage, engage in, or carry on a cannabis business under any name other than the business name specified in the permit and/or any "doing business as" or "DBA", or "fictitious business name" or "FBN", provided in the permit application and/or business license. Proof of the "DBA" or "FBN" filing with the County Clerk Recorder shall be required. Any approved changes and/or updates to the permit may require payment of fees as set by resolution of the City Council.

9-488. Term of permit-Fees.

- (a) A cannabis business permit shall be valid for two (2) years from the date of issue, unless otherwise suspended or revoked, and may be renewed bi-annually thereafter, provided the permittee and application for renewal are is in compliance with all of the provisions of this chapter as well as all administrative regulations adopted pursuant to section 9-497.
- (b) Cannabis business permit application fees and renewal fees shall be established by resolution of the city council as may be amended from time to time. Failure to timely submit fees and/or comply with the administrative regulations governing applications and/or renewals shall be grounds for denial of application and/or renewal.

9-489. Effect of state license suspension, revocation, or termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the city, until the State of California, or its respective departments or divisions, reinstates or reissues the State license within

90 days. Should the state license remain suspended for 90 days or longer, any permit issued pursuant to this chapter shall expire and be of no further force and effect. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis business, such revocation or termination shall also revoke or terminate the ability of a business permitted pursuant to this chapter including the persons and entities set forth in section 9-490(c) to operate any cannabis business within the city for a period of five years from the date of such revocation or termination.

9-490. Denial and revocation.

- (a) Revocation. A cannabis business permit may be revoked <u>and/or</u> suspended pursuant to the procedures of section 9-120, <u>and/or deemed abandoned or forfeited pursuant to the procedures of section 9-495</u>, for failing to comply with the terms of the permit, the applicable provisions of this chapter, this Code, city regulations, state law or regulations and/or any conditions of any other permit issued pursuant to this Code.
- (b) Denial. An application for a cannabis business permit may be denied where it fails to provide all required information, documentation and/or fees and/or where it does not or would not be able to comply with the applicable provisions of this chapter, this Code, city regulations and/or state law or regulations and/or where the applicant is otherwise ineligible for such permit.
- (c) Effect of revocation and denial. Whenever an application for a permit is denied, no other similar application by such applicant or permittee will be considered for a period of one (1) year from the date of the denial of an application. Whenever a permit has been revoked, no other similar application by such permittee shall be considered for a period of five (5) years from either the date the notice of the permit revocation was mailed or the date of the final decision of the city to revoke the permit, whichever is later. The prohibitions of this subsection shall also apply to the following:
 - 1. Any individual whose permit was revoked or whose application was denied who later becomes a director or officer of a corporation, profit or nonprofit, or a member of a partnership or a person owning or possessing any portion of the shares of a corporation seeking to obtain a new permit.
 - 2. A corporation, profit or nonprofit, whose permit was revoked, or application was denied, to any of its directors or officers or to any person who owned any portion of its shares, who attempts by way of a new corporation or using their individual names or becoming a member of a partnership or a director or officer or a person owning or possessing any portion of the shares in another corporation seeking to obtain a new permit.
- (d) Ineligibility. In addition to any other law, no person or entity shall be eligible for and/or receive a cannabis <u>business</u> permit if that person or entity, or any director or officer of that entity or a person who owned any portion of that entity's shares, or any financial interest <u>holder of that entity</u>, engaged <u>or engages in</u> unpermitted and/or illegal cannabis activity involving sales, delivery and/or dispensing in the city, or had an ownership interest in any property set forth in section 13-200.93(e)(5), in the five (5) years preceding an application under this chapter <u>or during the application process</u>. A determination of ineligibility under this sub-section (d) may be made by the City Manager and shall be based on the preponderance of the evidence. This prohibition shall not apply to a natural person who would otherwise be ineligible based on a criminal conviction that has been dismissed, withdrawn, expunged or set aside or is otherwise exempted pursuant to sections 9-495(g)(10) and/or 9-496(b).

9-491. Appeals.

Notwithstanding any other provision of this code, only a decision by the city manager to suspend, revoke or deny a cannabis business permit under this chapter shall be subject to appeal, which shall be governed by the procedures set forth in Chapter IX of Title 2 of this code.

9-492. Prohibition on transfer of cannabis business permits.

In the event a permit holding cannabis business sells or transfers the business to a new owner and/or operates the business under a new entity and/or name not listed on the permit, the new owner must obtain a new cannabis business permit and business license prior to commencing or continuing operations. A cannabis business shall be deemed to have transferred to a new owner within the meaning of this section if person(s) or entities with controlling interest at the time the permit was first issued cease(s) at any time to possess controlling ownership interest and/or hold an ownership interest of less than fifty-one (51) percent.

9-493. City business license required.

Prior to commencing operations, a cannabis business <u>and any financial interest holder therein</u> shall <u>each separately</u> obtain and thereafter maintain a valid city business license pursuant to Chapter I of this title. Failure to <u>do so will hold a valid business license at all times shall</u> render the cannabis <u>business</u> permit invalid.

9-494. Conditional use permit required.

No cannabis business permit shall be issued, and no person shall conduct a cannabis business unless a conditional use permit has been issued therefore pursuant to the provisions of Title 13, Chapter IX, Article 21 of this Code. Approval of a conditional use permit shall not waive any other requirements of State or local law or regulation, including, but not limited, to the requirement to obtain a building permit, certificate of occupancy, cannabis business permit and/or city business license.

9.494.5 Maximum cannabis retail storefront cannabis business permits.

A maximum of thirty (30) storefront retail cannabis business permits may be issued by the City. Thereafter, no further storefront retail cannabis business permits may be issued by the City until the total number of operating licensed storefront retail storefront establishments fall below fifteen (15), after which time the City may issue further cannabis business permits not to exceed fifteen (15) total active storefront retail cannabis business permits operating at one time.

9-495. Operating requirements for all cannabis businesses permitted under this chapter.

- (a) Records and recordkeeping.
 - 1. Each owner and operator of a cannabis business shall maintain accurate books and records, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual quarterly basis (at or before the time of the renewal of a cannabis business permit issued pursuant to this title), or at any time upon reasonable request of the city, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve (12) three (3) month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.

- Each owner and operator shall keep and preserve for a period of no less than seven (7) years, all records as may be necessary to determine the amount of such tax the operator may have been liable to collect and remit to the city.
- 2. Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, telephone number, a copy of that person's government issued identification, and email address) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this paragraph shall be provided to the city manager upon a reasonable request.
- 3. All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the production or manufacturing, laboratory testing and distribution processes.
- 4. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPAA), each cannabis business shall allow city officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the city's request, unless otherwise stipulated by the city.
- 5. Each owner and operator of a cannabis business shall disclose to the City the names and addresses of each and every financial interest holder of that business within ten (10) calendar days of that person becoming a financial interest holder of the cannabis business, and thereafter shall notify the City within ten (10) business days if that person or entity ceases to be a financial interest holder. Each financial interest holder shall obtain a business license pursuant to section 9-493 within thirty (30) days of becoming a financial interest holder of that business.

(b) Security measures.

- 1. A permitted cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. These security measures shall include:
 - a. Establishing limited access areas accessible only to authorized cannabis business personnel;
 - b. All cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault, and shall be kept in a manner as to prevent diversion, theft, and loss;
 - c. Sensors shall be installed to detect entry and exit from all secure areas;
 - d. Having a professionally installed, maintained, and monitored alarm system;
 - e. Any bars to be installed on the windows or the doors of the cannabis business for security purposes, if permitted by the city, shall be installed only on the interior of the building;
 - f. Security personnel if utilized must be licensed by the State of California Bureau of Security and Investigative Services Personnel, shall comply with the

- requirements of California Business and Professions Code Chapters 11.4 and 11.5 of Division 3, and have a valid business license from the city; and
- g. Each cannabis business shall have the capability to remain secure and operational during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- 2. Each cannabis business shall identify a designated security representative/liaison to the city, who shall be reasonably available to meet with the city manager regarding any security related measures or and operational issues.
- 3. A cannabis business shall notify the city manager within twenty-four (24) hours after discovering any of the following:
 - a. Significant discrepancies identified during inventory, as set forth in the city's administrative regulations;
 - b. Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business; or
 - c. The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the cannabis business and/or cannabis sales.
- (c) Restriction on alcohol sales. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the cannabis business.
- (d) Compliance with laws. 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. Nothing in this chapter shall be construed as authorizing any actions which violate state law or local law with respect to the operation of a cannabis business or any site-specific, additional operating procedures or requirements which may be imposed as conditions of approval of the location of the cannabis business.
- (e) Taxes. All cannabis businesses authorized to operate under this chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each cannabis business shall cooperate with the city with respect to any reasonable request to audit the cannabis business's books and records for the purpose of verifying compliance with this section, including, but not limited to, a verification of the amount of taxes required to be paid during any period.
- (f) Insurance. Permittee shall obtain and maintain at all times during the term of the permit comprehensive general liability insurance and comprehensive automotive liability insurance protecting the permittee in an amount of not less than one million dollars (\$1,000,000.00) per occurrence, combined single limit, including bodily injury and property damage and not less than one million dollars (\$1,000,000.00) aggregate for each personal injury liability, products-completed operations and each accident, issued by an insurance provider rated at least A-:VIII in A.M. Best and Company's Insurance Guide and either admitted and authorized to do business in California or is listed on the California Department of Insurance's List of Approved Surplus Line Insurers.
- (g) Miscellaneous operating requirements.
 - 1. *Restriction on consumption.* Cannabis shall not be consumed on the premises of any cannabis businesses or elsewhere in the city other than within private residences.

- 2. No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a cannabis business permit, or on any of the vehicles owned or used as part of the cannabis business, except as otherwise expressley allowed by this chapter. No outdoor storage of cannabis or cannabis products is permitted at any time.
- 3. Reporting and tracking of product and of gross sales. Each cannabis business shall have in place a point-of-sale tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The cannabis business shall ensure that such information is compatible with the city's record-keeping systems. The system must have the capability to produce historical transactional data for review by the city manager.
- 4. All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with all state and local regulations.
- 5. There shall not be a physician located in or around any cannabis business at any time for the purpose of evaluating patients for the issuance of a cannabis prescription or card.

6. *Signage*, and notices, and advertising.

- a. In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis business shall conform to the requirements of this Code, including, but not limited to, seeking the issuance of a city sign permit.
- b. Each entrance to a cannabis retail business shall be visibly posted with a <u>one</u> clear and legible notice <u>up to twelve (12) inches by eighteen (18) inches in size</u>, indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited. <u>The word "cannabis" is allowed to be used up to two times on each of these specific notices.</u> <u>Letter height in the notice shall be limited to up to one (1) inch in size. All notice lettering shall be the same font and color.</u>
- c. Business identification signage shall be limited to that needed for identification only.
- d. The business shall at all times comply with the advertising and marketing restrictions of Business and Professions Code sections 26150-26156, in addition to the requirements of this code.
- e. Cannabis business advertising and/or marketing materials in the city shall not encourage persons under 21 years of age to consume cannabis or cannabis products and shall not depict and/or suggest in any way the consumption of cannabis or cannabis products.

7. Minors.

a. Persons under the age of twenty-one (21) years shall not be allowed on the premises of a cannabis business, except as otherwise specifically provided for by state law. It is unlawful and a violation of this chapter for any person to employ any person at or for a cannabis business who is not at least twenty-one (21) years of age.

- b. The entrance to the cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the cannabis business except as specifically provided for herein.
- 8. *Odor control*. Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site.
- 9. *Display of permit and city business license*. The original copy of the cannabis business permit issued by the city pursuant to this chapter and the city-issued business license shall be posted inside the cannabis business in a conspicuous location.
- 10. Background check. Every owner, manager, supervisor or employee of the cannabis business must submit fingerprints and other information deemed necessary by the city manager for a background check by the Costa Mesa police department to verify that person's criminal history. No person shall be issued a permit to operate a cannabis business who has been convicted of a felony within the past seven (7) years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code section 1203.4, 1000 or 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance. Exempted from this prohibition is a conviction for a felony involving cannabis and/or marijuana for which the underlying cannabis or marijuana offense has subsequently been designated a misdemeanor or infraction or decriminalized pursuant to the provisions of the Control, Regulate and Tax Adult Use of Marijuana Act or federal law.
- 11. *Loitering*. The owner and/or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- 12. *Permits and other approvals*. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain 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.
- 13. *Free samples*. No cannabis business shall provide or cause to be provided any free sample of cannabis goods to any person within the city.
- 14. A licensed retailer may only sell cannabis goods, cannabis accessories, and licensees' branded merchandise or promotional materials
- (h) Additional operating requirements for retail sale (storefront) businesses. In addition to every other requirement of this section, other than those set forth in subsection (i) (retail sale, non-storefront) that are expressly inapplicable, every business that sells cannabis as a storefront retailer shall comply with the following requirements:
 - 1. The security plan shall include at least one (1) licensed private security guard or guards who shall be present at the premises twenty-four (24) hours per day, exterior lighting, and continuous video monitoring and recording of the interior and exterior of the premises. Video surveillance recordings must also include video of all entryways and exits of the premises. All video recordings shall be maintained for a minimum of ninety (90) days.
 - 2. Both the private security guard and the business personnel shall monitor the premises and the immediate vicinity of the premises to ensure that patrons immediately leave the premises and do not consume cannabis in the vicinity of the retail business or on the property or in the parking lot, and shall ensure that persons

- do not loiter, linger, or otherwise congregate within fifty (50) feet of the entrance to the premises.
- 3. There shall be no on-site sales of alcohol or tobacco products, (excluding rolling papers and lighters) and no on-site consumption of food, alcohol, cannabis or tobacco by patrons.
- 4. Hours of operation shall be limited to: 7:00 a.m. to 10:00 p.m. daily, unless further restricted by conditions of approval. No licensed retail business shall be open to the public between the hours of 10:01 p.m. and 6:59 a.m. of any day.
- 5. The cannabis retail business shall notify patrons of the following both verbally and through posting of a sign in a conspicuous location:
 - a. Unlawful sale, barter or distribution of cannabis is a crime and subject to a fine or arrest.
 - b. Loitering on and around the retail premises is prohibited by California Penal Code section 647 and that patrons must immediately leave the premises and not consume cannabis in the vicinity and/or on the property or in the parking lot.
 - c. A warning that patrons and/or employees may be subject to prosecution under federal cannabis laws, if applicable.
 - d. That the use of cannabis may impair a person's ability to drive a motor vehicle or operate machinery and that doing so is illegal.
- 6. No one under the age of twenty-one (21) shall be allowed to enter the premises of a cannabis business unless the business holds a retail medical cannabis license (M-license) issued by the State.
- 7. No person shall be permitted to enter the premises without government-issued identification, and cannabis goods may not be provided to any person, whether by purchase, trade, gift, or otherwise, who does not possess a valid government-issued identification and who does not meet the age requirements of this Chapter.
- 8. Electronic age verification device required. Proof of age of every person other than employees entering the business shall be verified with an electronic age verification device, prior to entry of the retail area or delivery to that person. The electronic age verification device may be mobile or fixed, and shall be able to retain a log of all scans that includes the following information: date, time, and age. Said log shall be kept for a minimum of one hundred eighty (180) business days and all records shall be made available to the City Manager upon request.
- 9. Point-of-sale tracking required. The business shall facilitate the sale, making available, furnishing and/or delivery of cannabis goods with a technology platform that uses point-of-sale technology to track, and database technology to record and store, the following information for each transaction involving the exchange of cannabis goods between the business and consumer:
 - a. The date and time of transaction.
 - b. The first name and employee number of the employee who processed the sale of cannabis goods on behalf of the business.
 - c. A list of all the cannabis goods purchased, including the quantity purchased.
 - d. The total amount paid for the sale, including the individual prices paid for cannabis or cannabis products purchased, and any amounts paid for taxes.
- 10. Cannabis retail businesses shall also record on the video surveillance system point-of-sale areas and areas where cannabis goods are displayed for sale.

- 11. Adequate signage shall clearly state who has inspected any cannabis product for pesticides, or other regulated contaminants, distributed at this location.
- 12. Shipments of cannabis goods may only be accepted during regular business hours.
- 13. Inventory shall be secured using a lockable storage system during non-business hours.
- 14. No cannabis product shall be visible from the exterior of the business.
- 15. All required labelling shall be maintained on all product, as required by State law, at all times.
- 16. A permitted commercial cannabis retail business shall have one hundred eighty (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. 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 ninety (90) days in any twelve (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 ninety (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. by the end of the 180 day period.
- Obtain and maintain at all times during the term of the permit the insurance required 17. pursuant to subsection (f) of this section in the minimum amounts of two million dollars (\$2,000,000.00), and enter into an agreement approved by the city attorney to defend, with attorneys of city's choosing, indemnify, release and hold harmless the city, its city council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permittee or the permittee's activities. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or bringing such proceeding, and shall not be limited by the types and/or amounts of insurance required herein:
- 18. For an applicant with two or more employees, provide a notarized statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement as otherwise required by Business and Professions Code section 26105.5.

- (i) Additional operating requirements for retail sale (non-storefront) delivery businesses. In addition to every other requirement of this section, except only for subsection (h)(1) through (5) and (10) (retail sale, store-front), every business that sells and/or delivers cannabis as a non-store front retailer shall comply with the following requirements:
 - 1. Commercial cannabis retail deliveries may be made only from a commercial cannabis retail business permitted by the City in compliance with this chapter, and in compliance with all State regulations.
 - 2. All employees who deliver cannabis shall have valid identification and a copy of the retail business' cannabis business permit and State license at all times while making deliveries.
 - 3. All commercial cannabis retail businesses shall maintain proof of vehicle insurance for any and all vehicles being used to transport cannabis goods as required by State law.
 - 4. Deliveries may only take place during normal business hours of the commercial cannabis retail business.
 - 5. During delivery, the delivery employee shall maintain a physical or electronic copy of the delivery request and shall make it available upon request by the licensing authority and law enforcement officers. The delivery request documentation shall comply with State law.
 - 6. A licensed delivery employee shall not leave the State of California while possessing cannabis products while performing his or her duties for the cannabis retailer.
 - 7. A commercial cannabis retail business shall maintain a list of all deliveries, including the address delivered to, the amount and type of product delivered, and any other information required by the State.
 - 8. A manifest with all information required in this section shall accompany any delivery person at all times during the delivery process and delivery hours.
 - 9. Any delivery method shall be made in compliance with State law, as amended, including use of a vehicle that has a dedicated GPS device for identifying the location of the vehicle (cell phones and tablets are not sufficient).
 - 10. Each delivery request shall have a receipt prepared by the commercial cannabis retail business with the following information:
 - a. Name and address of the commercial cannabis retail business.
 - b. The name of the employee who delivered the order.
 - c. The date and time the delivery request was made.
 - d. The complete delivery addresses.
 - e. A detailed description of the cannabis goods requested for delivery including the weight or volume, or any accurate measure of the amount of cannabis goods requested.
 - f. The total amount paid for the delivery including any fees or taxes.
 - g. At the time of the delivery, the date and time delivery was made, and the signature of the person who received the delivery.
 - h. No cannabis delivery vehicle shall display signs, decals or any other form of advertisement.
 - i. Inspections by an authorized City representative may be conducted anytime during regular business hours.

- 11. Delivery must be made to a physical address that is not on publicly owned land, a school, a day care, or a youth center.
- 12. The delivery employee shall not carry cannabis goods valued in excess of \$5,000 at any time with no more than \$3,000 of cannabis goods that are not already part of a customer order that was processed prior to leaving the premises.
- 13. Delivery must be made in person by a direct employee of the licensed retailer. An independent contractor, third-party courier service, or an individual employed through a staffing agency would not be considered directly employed by the licensed retailer.

9-496. Cannabis employees.

- (a) Any person who is an employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.
- (b) No cannabis business or owner thereof may employ any person who has been convicted of a felony within the past seven (7) years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code section 1203.4, 1000 or 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance. Exempted from this prohibition is a conviction for a felony involving cannabis and/or marijuana for which the underlying cannabis or marijuana offense has subsequently been designated a misdemeanor or infraction or decriminalized pursuant to the provisions of the Control, Regulate and Tax Adult Use of Marijuana Act or federal law.
- (c) All employees must wear an identification badge while on the premises of the business, in a format authorized by the city manager.

9-497. Promulgation of administrative regulations.

- (a) The city manager is also authorized to establish any additional administrative rules, regulations, policies, procedures and/or standards governing the issuance, denial or renewal of cannabis business permits, or concerning any other subject necessary to carry out the purposes of this chapter.
- (b) Regulations promulgated by the city manager shall become effective upon the date of publication. Cannabis businesses shall be required to comply with all state and local laws and regulations, including, but not limited to, any rules, regulations policies, procedures and/or standards adopted by the city manager.
- (c) Such administrative rules, regulations and/or standards may include establishing standards and timing for application processing, including but not limited to providing priority for existing licensees in good standing.

9-498. Inspection and enforcement.

- (a) The city manager is charged with enforcing the provisions of the Costa Mesa Municipal Code, or any provision thereof, and may enter the location of a cannabis business at any time during the hours of operation without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this title or under applicable provisions of state law.
- (b) It is unlawful for any person having responsibility for the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required

to be maintained by a cannabis business under this chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law.

9-499. Violations.

- (a) *Violations declared a public nuisance*. Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance.
- (b) Each violation a separate offense. Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Costa Mesa Municipal Code. Additionally, as a nuisance per se, any violation of this chapter shall be subject to injunctive relief, any permit issued pursuant to this chapter being deemed null and void, disgorgement and payment to the city of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The city may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the cannabis business or persons related to, or associated with, the cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or the chief of police, may take immediate action to temporarily suspend a cannabis business permit issued by the city, pending a hearing before the city council.
- (c) *Criminal penalties*. Each and every violation of the provisions of this chapter may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the County Jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- (d) Remedies cumulative and not exclusive. The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

Summary of Other Text Modifications for Clarity

The following changes to Title 13 (Planning, Zoning, and Development, and Title 9 (Licenses and Business Regulations) clarify existing and proposed law and intent.

Code Section	Brief Description	Tracked Changes
13-200.93(d)(4) Cannabis retail storefront and non-storefront uses	Clarifies that the use must comply with all conditional use permit conditions of approval.	Attachment 5, page 2
13-200.93(7)	Includes provisions for terminating CUPs at locations where the cannabis storefront use is discontinued and/or replaced.	Attachment 5, page 4
9-485 Definitions	Add a definition of "financial interest holder" by reference to the state DCC regulations and update the definition of "cannabis activity" to include "arranging and/or directing any of the foregoing."	Attachment 6, page 3
9-487.3 Disclosure of financial interest holders required	Clarifies that all financial interest holders must be disclosed in applications and renewals.	Attachment 6, page 5
9-488(a) and (b)	Clarifies existing requirements that a cannabis business permit holder's use and application must be compliant with the CMMC and Administrative Regulations and pay timely fees for a renewal.	Attachment 6, page 5
9-490(a) Revocation.	Clarifies that a CBP may be revoked and/or suspended and "deemed abandoned or forfeited pursuant to the procedures of section 9-495."	Attachment 6, page 6
9-490(d) Ineligibility.	Add "business," "or any financial interest holders of that entity," the present tense "engages in" and "during the application process."	Attachment 6, page 6
9-493. City business license required	Specifies that a cannabis business and financial interest holders must hold valid businesses licenses.	Attachment 6, page 7
4-494 Conditional use permit required.	Add approval of a CUP shall not waive any other state or local requirements.	Attachment 6, page 7
4-495(a)(1) and (5) Records and recordkeeping	Change no less than annual basis to "quarterly basis" without changing that tax information shall be provided at any time upon reasonable request.	Attachment 6, pages 7 and 8
	Specifies that the cannabis business must inform the City of all financial interest holders and that all of them must hold a business license.	
4-495(g)(2) Miscellaneous operating requirements	Add "except as otherwise expressly allowed by this chapter."	Attachment 6, page 10

Code Section	Brief Description	Tracked Changes
4-495(h)(2), (4), and (16) Additional operating requirements for retail (storefront) businesses	Add "unless further restricted by conditions of approval." Remove "entrance to the premises" in that the security guard would ensure persons do not loiter within fifty feet of the premises to be consistent with 4-945(g)(11). Clarify that "operate" shall include, but not be limited to, remitting monthly taxes to the city. Provides more detail regarding when a cannabis retail business would be considered abandoned, therefore forfeiting the cannabis business permit.	Attachment 6, pages 12 and 13



City of Costa Mesa Agenda Report

77 Fair Drive Costa Mesa, CA 92626

Item #: 23-1328 Meeting Date: 9/05/2023

TITLE:

REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE RESEARCH FOR AND POTENTIAL DEVELOPMENT OF AMENDMENTS TO THE CITY'S CANNABIS ORDINANCES

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES

CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES, (714) 754-5270

RECOMMENDATION:

Staff recommends the City Council provide direction regarding researching and exploring with the Planning Commission options and amendments to the City's cannabis regulations to overconcentration of retail cannabis businesses.

BACKGROUND:

On November 3, 2020, Costa Mesa voters approved Measure Q, the Costa Mesa Retail Cannabis Tax and Regulation Measure. This measure allowed the City to adopt regulations permitting cannabis storefront retail (dispensaries) and non-storefront retail (delivery) within the City subject to certain requirements. On June 15, 2021, the City Council adopted Ordinances No. 21-08 and No. 21-09 to amend Titles 9 and 13 of the CMMC to establish regulations for legal cannabis storefront and non-storefront (delivery) businesses. The Ordinances are linked below:

- Ordinance No. 2021-08 (Title 9, Business Licenses);
- Ordinance No. 2021-09 (Title 13, Zoning).

The Ordinances establish minimum standards and permitting requirements for cannabis retail businesses. Applicants must obtain the following City approvals and State approval before conducting business in Costa Mesa:

- Pre-Application Determination;
- · Cannabis Business Permit (CBP) Notice to Proceed;
- Conditional Use Permit (CUP);
- Building Permit(s);
- Final City Inspections;

Item #: 23-1328 Meeting Date: 9/05/2023

- · CBP Issuance; and
- City Business License.

Once issued, a Cannabis Business Permit must be renewed every two-years. During the two-year period, City staff conducts site inspections to verify that the business is operating in compliance with requirements. Cannabis retail businesses are also subject to a City-established seven-percent gross receipts tax. Records and revenues are required to be audited annually.

Separation requirements from sensitive uses were also established. No cannabis retail storefront use can be located within 1,000 feet from a K-12 school, playground, licensed child daycare, or homeless shelter, or within 600 feet from a youth center as defined in the Municipal Code.

Since adoption, the City has approved 21 Conditional Use Permits for cannabis retail storefronts, three Conditional Use Permits for standalone cannabis delivery businesses, and eight Minor Conditional Use Permits to add delivery to an existing cannabis manufacturing or distribution facility located in the City's Measure X "green zone". Seven cannabis storefronts, one standalone delivery business, and six delivery businesses that are part of an existing manufacturing or distribution cannabis business in the "green zone" are currently operating.

At the July 18, 2023 City Council meeting, Councilmember Marr requested that an item be agendized for the next City Council meeting to discuss the possibility of exploring amendments to the City's ordinances to address concerns regarding potential business displacement and overconcentration. An item was agendized for the August 1, 2023 City Council meeting and was continued to the regular meeting of September 5, 2023 without discussion.

ANALYSIS:

In accordance with City Council Policy 300-6, proposals that are likely to involve a substantial commitment of staff time and research must be brought forward to the City Council for authorization. If the majority of the Council supports this request, staff would work with the City's Planning Commission to explore the extent to which business displacement and overconcentration of cannabis retail businesses is occurring. Depending on those exploratory findings, staff would work with the Planning Commission to develop options, recommendations and/or an ordinance amendment to address those topics.

The Planning Commission would make a recommendation to the City Council. The City Council is the final decision-making body.

ALTERNATIVES:

The City Council can decide not to direct staff to explore possible options, recommendations and/or amendments to the City's cannabis regulations.

FISCAL REVIEW:

There is no fiscal impact associated with conducting the analysis, though staff time will be spent on exploring and identifying options and recommendations for consideration.

Item #: 23-1328 Meeting Date: 9/05/2023

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council provide direction regarding researching and exploring with the Planning Commission options and amendments to the City's cannabis regulations to address concerns regarding potential unanticipated business displacement and overconcentration of retail cannabis businesses.

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PLANNING COMMISSION AGENDA REPORT

MEETING DATE: JANUARY 22, 2024 ITEM NUMBER: PH-2

SUBJECT: ORDINANCE TO AMEND TITLE 13 (PLANNING, ZONING AND

DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE AND ORDINANCE TO AMEND TITLE 9 (IICENSES AND BUSINESS REGULATIONS) FOR MODIFICATIONS TO THE CITY'S RETAIL

CANNABIS PROVISIONS

FROM: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/

PLANNING DIVISION

PRESENTATION BY: MICHELLE HALLIGAN, CONTRACT PLANNER

NANCY HUYNH, PRINCIPAL PLANNER

FOR FURTHER MICHELLE HALLIGAN

INFORMATION 714.754.5608

CONTACT: Michelle.Halligan@costamesaca.gov

RECOMMENDATION

Staff recommends the Planning Commission adopt a Resolution to:

- Find that the project is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) in that the updates to the City's retail cannabis provisions will not have a significant impact on the environment; and
- Recommend that the City Council give first reading to ordinances approving Code Amendment No. 2024-XX, amending portions of the Costa Mesa Municipal Code Title 13 (Planning Zoning, and Development), and Code Amendment No. 2024-XX, amending portions of Title 9 (Licenses and Business Regulations), both pertaining to retail cannabis storefront regulations.

APPLICANT OR AUTHORIZED AGENT

The subject Ordinance modification is a City Council initiated effort.

BACKGROUND:

Since the adoption of Ordinance No. 2021-08 (Title 9, Business Licenses) and Ordinance No. 2021-09 (Title 13, Zoning) to establish regulations for legal cannabis storefront and non-storefront (delivery) uses, the City has approved 22 Conditional Use Permits for cannabis retail storefronts, three CUPs for standalone cannabis delivery businesses, and seven Minor Conditional Use Permits to add non-storefront retail delivery to existing cannabis manufacturing and/or distribution facilities located in the City's Measure X "green zone". Nine cannabis storefronts, one standalone delivery business, and seven delivery businesses that are part of existing manufacturing and/or distribution cannabis businesses in the "green zone" are currently operating. There are 31 other cannabis storefront applications that have not obtained Conditional Use Permits and are in various stages of application review.

At the July 18, 2023 City Council meeting, Councilmember Marr requested that an item be agendized for the City Council to discuss the possibility of exploring amendments to the City's cannabis provisions to address community member concerns regarding potential business displacement and cannabis storefront overconcentration. The item was agendized for the August 1, 2023 City Council meeting and was continued to the regular meeting of September 5, 2023 without discussion.

At the September 5, 2023 City Council meeting, the City Council discussed the status of the City's cannabis retail regulations and current retail operations. Specifically, the City Council discussed issues regarding unanticipated business displacement and overconcentration of retail cannabis businesses, and several other areas of concern related to the City's retail cannabis storefront program. Members of the public provided written and spoken testimonies describing concerns regarding overconcentration of cannabis storefronts, lack of a limit on the number of cannabis storefronts, the need for a minimum separation between cannabis storefronts and residential uses, decreased residential property values, traffic impacts, increased criminal activity, and impacts on youth. At the conclusion of the public hearing and after considering public testimony, the City Council voted on the following motions directing staff to further explore the following topics/issues with the Planning Commission, and for the Planning Commission to make a recommendation to the City Council regarding potential Code amendments:

- Increasing the minimum separation between cannabis storefronts and "youth centers", as defined in the Municipal Code from 600 feet to 1,000 feet to be consistent with other sensitive use separation requirements;
- Establishing a minimum separation between cannabis storefronts and properties zoned for residential use;
- Establishing a minimum separation between cannabis storefronts;
- Establishing a maximum number of retail cannabis storefronts;
- Allowing the word "cannabis" on cannabis storefront signage;
- Adding limitations to prohibit the advertising and marketing of cannabis and cannabis products to youth;

- Strengthening of labor peace agreement requirements for cannabis storefronts;
 and
- Establishing provisions for notification and relocation assistance for existing businesses that would be displaced by retail cannabis uses.

At the November 27, 2023 Planning Commission meeting, the Planning Commission discussed potential modifications regarding the first four topics listed on the previous page and continued the item to December 11, 2023.

November 27, 2023 Planning Commission Staff Report:

https://costamesa.legistar.com/LegislationDetail.aspx?ID=6430260&GUID=090DEB19-B248-42BE-83E0-41EB6003490B

Minutes:

https://costamesa.legistar.com/View.ashx?M=M&ID=1140539&GUID=8E7DDAD3-212C-4ADA-BD75-859EA1736B77

Video:

https://costamesa.granicus.com/player/clip/4065?view_id=14&redirect=true&h=73613c8 4a6f01a923ffea75485cf99ab

At the December 11, 2023 Planning Commission meeting, the Planning Commission discussed the four remaining topics, and directed staff to prepare draft ordinance revisions based on their discussions at the November 27th and December 11th meetings, to be reviewed by the Planning Commission at a regularly scheduled meeting on January 22, 2024.

December 11, 2023 Planning Commission Staff Report:

 $\frac{https://costamesa.legistar.com/LegislationDetail.aspx?ID=6448844\&GUID=30956049-B12A-48D4-824D-6A17822168CF}{D=6448844\&GUID=30956049-B12A-48D4-824D-6A17822168CF}$

Video:

https://costamesa.granicus.com/player/clip/4071?view_id=14&redirect=true&h=3afc5737bffd6e2094027c9beb28f56c

DESCRIPTION:

The City Council considered written and spoken testimony related to cannabis storefronts, and directed the Planning Commission to explore potential amendments related to eight retail cannabis program topics and ultimately make recommendations to the City Council for consideration. The proposed draft modifications reflect direction provided by the Planning Commission pertaining to cannabis storefront location criteria, conditional use permits (CUPs), cannabis business permits (CBPs), and storefront operations, and if adopted, would amend specific cannabis storefront provisions in both Title 13 (Planning, Zoning, and Development) and Title 9 (Licenses and Business

Regulations) of the CMMC. Several additional text changes are proposed to Title 13 and Title 9 to clarify existing and proposed law and intent pertaining to retail cannabis uses.

ANALYSIS:

The following analysis describes the Planning Commission's recommended modifications to the City's retail cannabis storefront program. The proposed amended cannabis sections of Title 13 and Title 9 of the CMMC are reflected in draft City Council ordinances contained in Attachments 4 and 5, respectively. The proposed amendments are distinctly shown in "redline" versions, where added text is identified by an <u>underline</u> and text removal is shown in <u>strikethrough</u> format in Attachments 6 (Title 13) and 7 (Title 9).

Separation between Cannabis Storefronts and Youth Centers

The CMMC requires that cannabis storefronts must be located a minimum of 1,000 feet from K-12 schools, child daycares, playgrounds, and homeless shelters. The adopted minimum separation between youth centers and cannabis storefronts is 600 feet in accordance with the State's minimum requirement (California Business and Professions Code Section 26054(b)).

The City Council's direction to the Planning Commission regarding youth centers was to "explore increasing the minimum separation between cannabis storefronts and youth centers from 600 feet to 1,000 feet". The Planning Commission reviewed separation requirements adopted by several other cannabis permitting jurisdictions, and considered the potential constraints to the City's retail cannabis operations in comparison to the potential community benefits. Ultimately, the Planning Commission recommended amending the CMMC to increase the minimum separation between cannabis storefronts and youth centers from 600 feet to 1,000 feet, consistent with the City's buffers between cannabis storefronts and schools and other specific sensitive uses, as adopted. The proposed text change regarding separation from youth centers is provided in section 13-200.93(f) in Attachment 6.

Separation Between Cannabis Storefronts and Residential Zones

The CMMC conditionally allows cannabis storefronts in commercial zones without a minimum separation from residential uses. The Planning Commission discussed potential minimum separations between cannabis storefronts and residential zones, including examples from other cannabis permitting jurisdictions. The Planning Commission also considered the potential citywide reduction in the overall number of potential cannabis retail storefronts that would occur from a required residential separation. Ultimately, the Planning Commission determined that a 100-foot separation between cannabis storefronts and a property zoned for residential use would be an appropriate minimum distance for land use compatibility and to protect the health, safety, and welfare of the public and properties in the immediate neighborhood. As described in section 13-200.93(f) in Attachment 6, the proposed 100-foot minimum separation between cannabis storefronts and properties zoned for residential use would be

measured in the same manner as the other cannabis sensitive use separations; a straight line from the cannabis premises to the closest property line of a property zoned for residential use. For the purpose of establishing separation from residential zones, Code modifications have been added to clarify that a "property zoned for residential use" does not include properties zoned for nonresidential uses where a residential unit or units have been developed (legal nonconforming), nor where an overlay, urban plan, or specific plan allows the development of residential units and no residential development is currently developed.

Separation Between Cannabis Storefronts

The adopted CMMC does not establish a minimum separation between cannabis storefronts. Per City Council direction, the Planning Commission explored establishing a minimum separation requirement between cannabis storefronts. To assist the Planning Commission in their considerations, staff provided examples of minimum separation requirements from several Southern California jurisdictions with cannabis ordinances ranging from no separation to a 1,000-foot minimum separation, and included further analysis regarding their population sizes.

At the November 27, 2023 Planning Commission meeting, four Commissioners expressed support for a separation of 1,000 feet between storefronts and five Commissioners expressed support for a separation of 500 feet. Ultimately, the Planning Commission requested that staff draft a methodology for measuring the proposed 500-foot minimum separation. A cannabis storefront is not a sensitive use; therefore, instead of measuring the shortest distance from a cannabis premises to a property line, staff proposes measuring the shortest distance between the two premises. In a single-tenant building where a cannabis would occupy the entire space, the entire building is the premises. In a multitenant building or shopping center, the premises would be the specific suite(s) where the cannabis use is proposed. The 500-foot minimum separation measurement for both single-tenant and multi-tenant configurations would be conducted in the same manner—the shortest distance in a straight line from a proposed cannabis storefront premise to a cannabis storefront premise where there is an approved CBP for a cannabis storefront.

The amendments to separation requirements would result in several of the existing operating and previously approved cannabis storefront locations to become nonconforming. Pursuant to the revised Code provisions, any approved retail cannabis storefront CUP location that does not conform to the separation requirements as amended, but which lawfully met separation requirements at the time of the submission of a CBP application for the subject property, would be considered a legal nonconforming use, and may continue to operate. The proposed minimum separation between storefronts as well as nonconforming provisions specific to cannabis storefront locations are provided in section 13-200.93(f) of Attachment 6.

Limit on Cannabis Storefronts

As adopted, the CMMC does not currently limit the number of cannabis storefront applications that will be processed nor the number of total retail Cannabis Business Permits (CBPs) that will be issued. Per the existing adopted Title 9, Section 9-489(d), the City Council may by resolution limit and/or restrict the number of cannabis retail permits available for issuance and/or renewal. During the discussion of potential future limitations on applications and CBPs, the Planning Commission reached a consensus that 15 cannabis storefronts would be an appropriate number in the community in consideration of Costa Mesa voters' approval of Measure Q. However, in recognition of already approving 22 CUPs for cannabis storefronts under the adopted code, and understanding that several more CUPs for cannabis storefronts are in progress, the Planning Commission affirmed that recommending approving 30 CUP applications for cannabis storefronts, while establishing a future cap of 15 would be an acceptable compromise.

As proposed, following the City approval of the 30th retail cannabis storefront CUP location, no further CUPs for cannabis storefronts may be processed or approved until such time as the total number of existing CUPs for cannabis storefronts located in the City falls below 15. Once the total number of existing CUPs for cannabis storefronts falls below 15, the City may then consider/approve additional cannabis storefront CUPs not to exceed a total of 15. The proposed redline version of the modification is provided in section 13-200.93(e) in Attachment 6. The proposed amendment would also involve the subsequent addition of section 9-494.5, pertaining to CBPs, provided in Attachment 7.

Reflective of the Planning Commission's desire to allow the total number of cannabis storefronts to eventually decrease from 30 to 15 over time, several points of clarification are proposed regarding obtaining a cannabis storefront CUP or CBP and situations in which a cannabis storefront CUP, CBP, or CBP renewal may be voided, forfeited, denied, etc. Modifications to Title 13 and Title 9 are shown in "redlines" in Attachment 6 and Attachment 7, respectively.

- Modifications to 13-200.93(7) include provisions for terminating CUPs at locations where the cannabis retail storefront use is nonconforming and discontinued and/or replaced.
- Modifications to Title 9-488(a) and (b) would clarify that a cannabis business permit holder, use, and application for CBP renewal must be compliant with the adopted administrative regulations and that failure to comply and submit timely renewal fees shall be grounds for denying a renewal.
- As proposed, Title 9-493 would be amended to specify that failure to hold a valid business license shall render the CBP invalid.

Allowing the word "Cannabis" on Storefront Signage

As directed by the City Council, the Planning Commission considered allowing the word "cannabis" to be included on cannabis storefront signage. As adopted, CMMC Section 9-

495(g)(6) contains provisions for signage and notices at cannabis storefronts to limit cannabis signage to what is necessary for identification only and operators shall post a notice at entrances prohibiting onsite smoking, ingestion, and so on. Additionally, retail cannabis storefronts have also been subject to the following standard condition of approval:

"No signage shall be installed until the owner/operator or its designated contractor has obtained permits required from the City. Business identification signage shall be limited to that needed for identification only. Business identification signage shall not include any references to cannabis, whether in words or symbols. All signs shall comply with the CMMC."

The intention of this condition is to ensure cannabis dispensaries maintain a high-quality aesthetic and limit cannabis advertising in the City to persons under 21 years of age. The Planning Commission determined that instead of allowing the word cannabis on business identification signage, it would be more appropriate to allow the word "cannabis" on the notice to be posted only at entrances of cannabis businesses in a manner that is generally not visible from public rights-of-way. A notice regarding not consuming cannabis is already required at cannabis business entrances. Staff drafted the amendment to specifically allow the word cannabis to be included up to two times, with a maximum letter height of one inch, on notices posted at cannabis business entrances to help people identify that the facility is a cannabis storefront prior to entering. All notice lettering shall be the same font and color. A redline version of the proposed modification to 9-495(g)(6b) is provided in Attachment 7.

Advertising and Marketing Restrictions Related to Youths

Pursuant to City Council direction, the Planning Commission also considered potential code amendments to restrict cannabis marketing to youth beyond State regulations. The Planning Commission directed staff to draft language prohibiting cannabis advertising and marketing materials from being attractive to youth and prohibit depictions of individuals under 21 years of age consuming cannabis or cannabis products. Staff identified potential difficulties in enforcing the age-based restriction, and therefore has recommended amending the code to specify that advertising and marketing materials shall not encourage persons under 21 years of age to consume cannabis or cannabis products and shall not depict or suggest the consumption of cannabis or cannabis products. This proposed modification to Title 9-495(g)(6e) is provided in Attachment 7.

Strengthening Labor Peace Agreement Regulations

CMMC 9-495(h)(18) requires a retail CBP applicant to provide a notarized statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement (LPA). The City Council directed the Planning Commission to explore whether or not the City should modify the CMMC to strengthen policies pertaining to LPAs.

Labor organizations as well as current or former employees can submit complaints regarding a licensee to the California Department of Cannabis Control (DCC). When an organization has been determined to not be a bona fide labor organization, the DCC will contact cities and counties throughout the State. The DCC is actively in contact with Costa Mesa staff regarding the status of labor organizations, and staff has received at least one notification from the DCC regarding a non-bona fide labor organization. The Planning Commission did not recommend proposing modifications to the CMMC pertaining to cannabis LPAs, citing that the appropriate agency for collecting complaints and investigating cannabis LPA issues would be the DCC.

Establishing Business Displacement Regulations

The Planning Commission and City Council has previously heard testimony that existing tenants to be replaced by cannabis storefronts have been assisted financially, provided an option to remain for a certain time under reduced monthly rents, and also offered another suite if located in a multi-tenant building. However, there have also been several commercial tenants on month-to-month leases where leases were terminated or otherwise ended with minimal notice and without offering of assistance.

Although the Planning Commission expressed concern for the businesses that have been or would be displaced by cannabis retailers, they acknowledged that changes in tenancy would occur based on existing commercial lease agreements over which the City does not and should not have control. The Planning Commission is not recommending modifications regarding displacement notification and relocation assistance provisions given that non-residential tenants and property owners have entered into private lease agreements and would conduct business, including terminating occupancy, according to those agreements.

Other Text Modifications for Clarity

In addition to the amendments proposed in response to direction by the Planning Commission, staff is proposing text modifications to clarify existing and proposed law and intent as summarized in Table 1, below. The redline version of these proposed text edits are attached to this report in the attachments listed in Table 1, below.

Table 1. Summary of Other Text Modifications for Clarity

Code Section	Summary of Change	Redline
13-200.93(d)(4) Cannabis retail storefront and non-storefront uses	Clarifies that the use must comply with all conditional use permit conditions of approval.	Attachment 6, page 2
9-490(a) Revocation.	Clarifies that a CBP may be revoked and/or suspended and "deemed abandoned or forfeited pursuant to the procedures of section 9-495."	Attachment 7, page 6
9-490(d) Ineligibility.	Add "business" the present tense "engages in" and "during the application process."	Attachment 7, page 6
4-494 Conditional use	Add that approval of a CUP shall not waive any other state or	Attachment 7,

permit required.	local requirements.	page 7
4-495(h)(16) Additional	Clarify that "operate" shall include, but not be limited to,	Attachment 7,
operating requirements	remitting monthly taxes to the city. Provides more detail	page 12
for retail (storefront)	regarding when a cannabis retail business would be considered	
businesses.	abandoned, therefore forfeiting the cannabis business permit.	

GENERAL PLAN CONFORMANCE:

This item is administrative in nature.

ENVIRONMENTAL DETERMINATION:

The Code Amendment and Ordinance were reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures. The Planning Commission's recommendation regarding the Ordinance are exempt pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) because the potential amendments to the ordinance will not have a significant effect on the environment.

LEGAL REVIEW:

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

PUBLIC NOTICE:

Pursuant to CMMC Section 13-29(d) public notification has been completed no less than 10 days prior to the date of the public hearing:

- 1. On-site posting. A public notice was posted at City Hall.
- 2. Newspaper publication. A public notice was published once in the Daily Pilot newspaper.

Any public comments received prior to the January 22, 2024, Planning Commission meeting may be viewed at this link: https://costamesa.legistar.com/Calendar.aspx

CONCLUSION:

The Costa Mesa City Council directed the Planning Commission to explore potential amendments to the City's adopted retail cannabis program. As directed, the Planning Commission is making several recommendations to modify portions of Title 13 (Planning, Zoning, and Development) of the CMMC and Title 9 (Business Licenses) that are specifically applicable to retail cannabis storefronts. As directed by the Planning Commission, staff prepared modifications to implement the following key amendments to the City's retail cannabis program:

• Increase the minimum separation between cannabis storefronts and youth centers from 600 feet to 1,000 feet;

- Establish a 100-foot minimum separation between cannabis storefronts and properties zoned for residential use;
- Establish a 500-foot minimum separation between cannabis storefronts;
- Limit the number of retail cannabis storefront conditional use permits and cannabis business permits to 30. After 30 are approved/issued, additional conditional use permits or business permits for retail cannabis storefronts would not be processed or approved until there are fewer than 15 cannabis storefronts in the city;
- Allow the word "cannabis" up to two times on a small notice at cannabis business entrances; and
- Prohibit cannabis advertising and marketing materials that encourage persons under 21 years of age to consume cannabis or cannabis products and prohibit advertising and marketing materials that depict or suggest the consumption of cannabis or cannabis products.

Staff recommends the Planning Commission receive the staff presentation, take public comment, and make a recommendation for the City Council to review the draft ordinance amendments.

RESOLUTION NO. PC-2024-02

RESOLUTION RECOMMENDING THAT THE CITY COUNCIL GIVE FIRST READING TO AN ORDINANCE TO AMEND THE **CANNABIS RETAIL STOREFRONT PROVISIONS IN TITLE 13** (PLANNING, ZONING, AND DEVELOPMENT), CHAPTER IX REGULATIONS), (SPECIAL LAND USE ARTICLE 21 (LOCATION OF **CANNABIS** DISTRIBUTING, MANUFACTURING, RESEARCH DEVELOPMENT. AND **TESTING LABORATOIES, RETAIL STORERONT AND RETAIL** NONSTOREFRONT USES) OF THE COSTA MUNICIPAL CODE

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDS AND DECLARES AS FOLLOWS:

WHEREAS, in November 2020, the Costa Mesa voters approved Measure Q; which allows for storefront and non-storefront retail cannabis uses on commercially zoned properties meeting specific location requirements, and non-storefront retail cannabis uses on Industrial Park (MP) and Planned Development Industrial (PDI) zoned properties;

WHEREAS, Measure Q authorizes the City Council to adopt ordinances to regulate cannabis retail uses;

WHEREAS, on June 15, 2021, the City Council adopted Ordinance No. 21-08 and No. 21-09 to amend Titles 9 and 13 of the Costa Mesa Municipal Code (CMMC) to establish regulations for cannabis retail uses;

WHEREAS, at the July 18, 2023 City Council meeting, a Councilmember requested that an item be agenized to discuss the potential for exploring amendments to the City's cannabis ordinances in response to public input;

WHEREAS, on September 5, 2023, the City Council directed the Planning Commission to explore potential amendments to the City's cannabis retail storefront provisions specific to eight topics;

WHEREAS, the Planning Commission discussed potential amendments to the City's cannabis retail storefront provisions at the November 27, 2023, December 11, 2023, and January 22, 2024, Planning Commission meetings;

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

 Adoption of this resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) in that there is no possibility that the minor updates to the City's retail cannabis storefront provisions will have a significant impact on the environment.

2. The Planning Commission recommends the City Council approve the amendments to Title 13, Planning, Zoning, and Development of the Costa Mesa Municipal Code, as attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the CEQA exemption for this project reflects the independent judgement of the City.

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 22nd day of January, 2024.

Adam Ereth, Chair

Costa Mesa Planning Commission

STATE OF CALIFORNIA) COUNTY OF ORANGE)ss CITY OF COSTA MESA)

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2024-02 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on January 22, 2024 by the following votes:

AYES:

Ereth, Andrade, Rojas Vivar, Zich

NOES:

None

ABSENT:

Toler, Klepack

ABSTAIN:

None

Scott Drapkin, Secretary

Costa Mesa Planning Commission

EXHIBIT A

CHAPTER IX. SPECIAL LAND USE REGULATIONS. ARTICLE 21. LOCATION OF CANNABIS DISTRIBUTING, MANUFACTURING, RESEARCH AND DEVELOPMENT, TESTING LABORATORIES, RETAIL STOREFRONT AND RETAIL NON-STOREFRONT USES

13-200.90. Purpose.

The purpose of this article is to regulate the location of and standards for cannabis distributing facilities, manufacturing sites, research and development laboratories, testing laboratories, retail storefront and retail non-storefront uses in order to promote the health, safety, morals and general welfare of the residents and the businesses within the city by maintaining local control over the ability to authorize and regulate the location of cannabis businesses.

13-200.91. Applicability.

- (a) Nothing in this article is intended, nor shall it be construed, to burden any defense to criminal prosecution under the Compassionate Use Act of 1996.
- (b) All the provisions of this article shall apply to all property, public and private, within the city.
- (c) All the provisions of this article shall apply indoors and outdoors.
- (d) Unless otherwise provided herein or in this title, the terms used in this article shall have the meaning ascribed to them in Title 9, Chapter VI of this Code.

13-200.92. Cannabis distributing facilities, manufacturing sites, research and development laboratories, and testing laboratories.

- (a) Cannabis distribution, manufacturing, research and development and testing is prohibited in all zone districts within the city, except for those portions of the manufacturing park (MP) and planned development industrial (PDI) zones that are located both north of South Coast Drive and west of Harbor Boulevard, excluding any portion of the South Coast Collection (the "Green Zone").
- (b) A conditional use permit shall be required and may be issued to allow the location of any business engaged in the distribution, manufacturing, researching and developing, or testing of cannabis in the MP or PDI zones pursuant to subsection (a) of this section, subject to the following conditions:
 - (1) The requirements of Chapter III of this title have been met;
 - (2) The findings for granting a conditional use permit in accordance with section 13-29(g) are met;
 - (3) The applicant obtains a cannabis business license pursuant to Chapter VI of Title 9 of this Code; and
 - (4) The use is conducted in compliance with all applicable state and local laws.
- (c) No person shall engage in any use set forth in this article unless that use is specifically authorized by Chapter VI of Title 9 of this Code.

13-200.93. Cannabis retail storefront and non-storefront uses.

- (a) Cannabis retail storefront uses are prohibited in all zone districts within the city, except for the commercial zone districts.
- (b) Cannabis retail non-storefront uses are prohibited in all zone districts within the city, except for the commercial zone districts and within the Green Zone.
- (c) The following planning application shall be required for cannabis retail uses:
 - (1) A conditional use permit shall be required for retail storefronts and non-storefronts; and
 - (2) An amendment to the approved conditional use permit shall be required for existing licensed cannabis distribution or manufacturing businesses to operate a retail non-storefront under the existing business and within the same licensed premise. The amendment shall be processed as a minor conditional use permit.
- (d) A conditional use permit may be issued to allow the location of a retail cannabis use pursuant to subsections (a) and (b) of this section, subject to the following conditions:
 - (1) The requirements of Chapter III of this title have been met;
 - (2) The findings for granting conditional use permit pursuant to section 13-29(g) are met;
 - (3) The applicant pursuant to Chapter VI of Title 9 of this Code; and
 - (4) The use is conducted in compliance with all applicable state and local laws, regulations, and all applicable conditional use permit conditions of approval.
- (e) A total maximum of thirty (30) conditional use permits for cannabis storefronts may be approved by the city. Following the approval of the thirtieth (30th), no further conditional use permits for cannabis storefronts may be approved by the city until the total number of existing conditional use permits falls below fifteen (15), after which time the city may approve further conditional use permits not to exceed a total of fifteen (15) existing conditional use permits for cannabis storefronts located within the city.
- (f) Cannabis retail storefront location.
 - (1) No cannabis retail storefront use shall be located within one-thousand (1,000) feet from a K-12 school, playground, child daycare, homeless shelter, or youth center, that is in operation at the time of submission of a completed Cannabis Business Permit application, or within one hundred (100) feet from a property zoned for residential use:
 - i. For the purpose of identifying separations from cannabis storefronts and properties zoned for residential use, properties zoned for residential use are within the following zoning districts: R1 Single-Family Residential District, R2-MD Multiple-Family Residential District, Medium Density, R2-HD Multiple-Family Residential District, High Density, R3 Multiple-Family Residential District, TC Town Center District, PDR-LD Planned Density Residential—Low Density, PDR-MD Planned Development Residential—Medium Density, PDR-HD Planned Development Residential—High Density, and PDR-NCM Planned Development Residential—North Costa Mesa.
 - ii. Where a non-residential property was developed for residential or mixed residential use in accordance with an overlay, urban plan, or specific plan,

- and the residential development and use remains, the property would be considered residential when establishing a separation from cannabis storefronts.
- iii. Where an overlay, urban plan, or specific plan allows residential development on a property zoned for residential use, but residential development has not been constructed, such property would not be considered a property zoned for residential use pursuant to this provision.
- iv. Where a legal nonconforming residential unit or units have been developed on a property zoned for non-residential use, the property would not be considered residential when establishing a separation from cannabis storefronts.
- (2) No cannabis retail storefront use shall be located within five hundred (500) feet from the premises of a lawfully existing cannabis retail storefront business;
- (3) All distances referenced in (f)(1) and (2) shall be measured in a straight line from the premises where the cannabis retail use is to be located to the closest property line of a K-12 school, playground, child daycare, homeless shelter, or youth center or property zoned for residential use, or from the premises of a lawfully existing cannabis retail storefront use.
 - i. For purposes of this sub-section, the property line of a playground shall be a thirty (30) foot radius from the exterior physical boundaries of the playground equipment area;
- (4) All distances shall be measured without regard to the boundaries of the city and and/or intervening structures or other barriers;
- (5) At a property as for which the zoning administrator, director or planning commission determines, based on a preponderance of the evidence, that unpermitted and/or illegal cannabis activity involving sales, delivery and/or dispensing has taken place at any time in the 365 days preceding an application under this Article. If an unpermitted and/or illegal cannabis activity has existed on a property no cannabis business may be permitted on that property unless 365 days has elapsed since that unpermitted and/or illegal cannabis activity has vacated the property, and the owner of that property has compensated the City for any and all expenditure of public funds and resources, including all costs, expenses (including but not limited to the salaries of peace and/or code enforcement officers) and/or attorney's fees, incurred in investigating, abating or attempting to abate the unpermitted use or uses, whether or not any type of civil, criminal or administrative proceedings have been commenced against the property, provided however if the owner of the property is required to evict that use, the 365 days shall begin to run from the date of the filing of an unlawful detainer complaint, in which case the a permit may be issued after the 365 days had elapsed and that use is no longer occupying the property.
- (6) A determination and/or finding under sub-section (e)(4) is subject to the appeal provisions of Chapter IX of Title 2 of this Code.
- (7) The nonconforming provisions contained in Chapter X of this Code pertain to cannabis uses except under the following:
 - i. When an approved retail cannabis storefront conditional use permit location which lawfully met separation requirements at the time of the submission of a cannabis business permit application for the subject

property does not conform to the separation and the permitted cannabis retail operation is discontinued or abandoned for more than one hundred eighty (180) days, or when a permitted cannabis use is replaced in whole or part for any period of time by any other use, the conditional use permit shall be null and void.

- (g) Retail storefront uses shall be subject to the following development standards in addition to those contained in Chapter VI of Title 9:
 - (1) Opaque window coverings unless required by the City for security purposes are prohibited;
 - (2) Permanent security or safety bars shall not be placed on any interior or exterior windows or door, unless required by the City for security purposes;
 - (3) Directional signage to the use including but not limited to A-frame signs, sandwich board signs, banners, or flags are prohibited;
 - (4) No use shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way;
 - (5) Uses shall comply with the landscaping requirements set forth in Chapter VII of this title including bringing the site landscaping into conformance when feasible as determined by the director;
 - (6) Parking requirements shall be subject to Section 13-89;
 - (7) The hours of operation may be established as part of the planning application subject to the final review authority and may be more restrictive than those set forth in Chapter VI of Title 9. Modification of operation hours when established as part of the planning application shall be subject to an amendment of the planning application;
 - (8) Drive-through services or walk-up window services are prohibited;
 - (9) Outdoor seating or patio areas are prohibited;
 - (10) Special events that include live entertainment, dancing, and/or amplified music, or that are otherwise visible and/or audible from the public right-of-way, are prohibited;
 - (11) All cannabis products shall be secured after business hours in a locked container under 24-hour video surveillance; and
 - (12) For uses within two hundred (200) feet of a residential zone, all exterior lighting shall be shielded and/or directed away from residential areas. In addition, trash facilities shall be screened from view and designed and located appropriately to minimize potential noise and odor impacts to adjacent residential areas.
- (h) Non-storefront uses shall be subject to the following development standards in addition to those contained in Chapter VI of Title 9:
 - (1) Uses may operate independently from a retail storefront or as a part of, and in conjunction with, a permitted storefront, distribution, or manufacturing facility;
 - (2) Parking requirements shall be subject to Section 13-89 and shall also include sufficient parking spaces for delivery vehicles;
 - (3) All deliveries to customers shall be completed by 10:00 p.m.; and
 - (4) The general public shall not be permitted to enter the premises of a non-storefront retail use.

- (i) Except as specifically authorized in this article, all other cannabis retail uses such as but not limited to lounges and cafes are expressly prohibited in the city.
- (j) No person shall engage in any use set forth in this article unless that use is specifically authorized by Chapter VI of Title 9 of this Code.
- (k) Any cannabis use, including but not limited to those involving sale, delivery and/or dispensing, that is not permitted, licensed and otherwise in full compliance with all applicable provisions of this Code and state and local law, shall not be considered a legally non-conforming use pursuant to, and notwithstanding any contrary provisions of, Chapter IX of this title.

13-200.94. Declaration of public nuisance.

Any use, structure, or property that is altered, enlarged, erected, established, maintained, moved, or operated contrary to the provisions of this article, is hereby declared to be unlawful and a public nuisance and may be abated by the city through civil and/or administrative proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances.

13-200.95. Violations.

Violations of this article shall be punishable pursuant to the provisions of section 13-16 in addition to any other remedy available at law or in equity.

RESOLUTION NO. PC-2024-03

RESOLUTION RECOMMENDING THAT THE CITY COUNCIL GIVE FIRST READING TO AN ORDINANCE TO AMEND THE CANNABIS RETAIL STOREFRONT PROVISIONS IN TITLE 9 (LICENSES AND BUSINESS REGULATIONS), CHAPTER VI (CANNABIS BUSINESS PERMITS) OF THE COSTA MESA MUNICIPAL CODE

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDS AND DECLARES AS FOLLOWS:

WHEREAS, in November 2020, the Costa Mesa voters approved Measure Q; which allows for storefront and non-storefront retail cannabis uses on commercially zoned properties meeting specific location requirements, and non-storefront retail cannabis uses on Industrial Park (MP) and Planned Development Industrial (PDI) zoned properties;

WHEREAS, Measure Q authorizes the City Council to adopt ordinances to regulate cannabis retail uses;

WHEREAS, on June 15, 2021, the City Council adopted Ordinance No. 21-08 and No. 21-09 to amend Titles 9 and 13 of the Costa Mesa Municipal Code (CMMC) to establish regulations for cannabis retail uses;

WHEREAS, at the July 18, 2023 City Council meeting, a Councilmember requested that an item be agenized to discuss the potential for exploring amendments to the City's cannabis ordinances in response to public input;

WHEREAS, on September 5, 2023, the City Council directed the Planning Commission to explore potential amendments to the City's cannabis retail storefront provisions specific to eight topics;

WHEREAS, the Planning Commission discussed potential amendments to the City's cannabis retail storefront provisions at the November 27, 2023, December 11, 2023, and January 22, 2024, Planning Commission meetings;

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

 Adoption of this resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) in that there is no possibility that the minor updates to the City's retail cannabis storefront provisions will have a significant impact on the environment. 2. The Planning Commission recommends the City Council approve the amendments to Title 9, Licenses and Business Regulations of the Costa Mesa Municipal Code, as attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the CEQA exemption for this project reflects the independent judgement of the City.

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 22nd day of January, 2024.

Adam Ereth, Chair

Costa Mesa Planning Commission

STATE OF CALIFORNIA) COUNTY OF ORANGE)ss CITY OF COSTA MESA)

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2024-03 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on January 22, 2024 by the following votes:

AYES:

Ereth, Andrade, Rojas Vivar, Zich

NOES:

None

ABSENT:

Toler, Klepack

ABSTAIN:

None

Scott Drapkiff, Secretary

Costa Mesa Planning Commission

EXHIBIT A

CHAPTER VI. CANNABIS BUSINESS PERMITS

9-481. Purpose and intent.

It is the purpose and intent of this chapter to regulate the distributing, manufacturing, processing, research and development, retail sale, testing and transporting of cannabis and cannabis-related products in a manner which is responsible, which protects the health, safety, and welfare of the residents of Costa Mesa, and to enforce rules and regulations consistent with state law. In part to meet these objectives, a permit shall be required in order to own and/or to operate a cannabis business within the city. Nothing in this chapter is intended to authorize the possession, use, or provision of cannabis for purposes which violate state or federal law. The provisions of this chapter are in addition to any other permits, licenses, and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approvals required under state law.

9-482. Legal authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution and the provisions of Division 10 of the Business and Professions Code, the city is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-related activity.

9-482.5 Authority of the City Manager

The City Manager is authorized to make reasonable rules, policies, and procedures consistent with the intent and spirit of this Chapter as may be necessary to administer and enforce the provisions of this Chapter and any other ordinances, regulations or laws relating to and affecting the permitting and operations of commercial cannabis businesses.

The City Manager is authorized to make reasonable rules, policies, and procedures consistent with the intent and spirit of this Chapter concerning the applications, the application process, the information required of applicants, the application procedures, and the administration and procedures to be used and followed in the application process for permit applications and requests for permit changes or modifications pursuant to this Chapter, and the implementation and administration of social equity programs.

9-483. Cannabis business activities prohibited unless specifically authorized by this chapter.

Except as specifically authorized in this chapter, the manufacture, processing, storing, laboratory testing, labeling, transporting, dispensing, furnishing, distribution, delivery, or sale of cannabis or a cannabis product is expressly prohibited in the city.

9-484. Compliance with laws.

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.

9-485. Definitions.

Unless otherwise defined in this chapter or in chapter I of Title 13, the words used in this chapter shall have the same definitions ascribed to them in Division 10 of the Business and Professions Code or the definitions of the Health and Safety Code applicable to school and child daycare. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

Cannabis means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean industrial hemp as that term is defined by section 81000 of the California Food and Agricultural Code or section 11018.5 of the California Health and Safety Code.

Cannabis business permit means a regulatory permit issued by the city pursuant to this chapter to a cannabis business, and is required before any cannabis activity may be conducted in the city.

Cannabis goods means cannabis and/or cannabis products.

Cannabis product or manufactured cannabis product or product means cannabis that has undergone a process whereby the plant material is transformed into a concentrate for internal consumption or topical application, including, but not limited to, concentrated cannabis, an edible cannabis product, or a topical cannabis product containing cannabis or concentrated cannabis in combination with other ingredients.

Caregiver or primary caregiver has the same meaning as that term is defined in section 11362.7 of the California Health and Safety Code.

City manager shall mean the city manager of the city or designee.

Director shall mean the city's Director of the Economic and Development Services department or designee, unless otherwise specified.

Dispensing means any activity involving the retail sale of cannabis or cannabis products.

Distributor means a person or entity that engages in distribution. The direct and/or retail sale, distribution, or furnishing of any cannabis or cannabis product to any consumer or end user by a distributor is expressly prohibited, unless otherwise authorized pursuant to this chapter.

Edible cannabis product means manufactured cannabis that is intended to be used, in whole or in part, for oral human consumption including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the California Food and Agricultural Code. An edible cannabis product is not considered food as defined by California Health and Safety Code Section 109935 or a drug as defined by California Health and Safety Code Section 109925.

Free sample means any amount of cannabis goods provided to a patron of a business or member of the public without cost or payment or exchange for any other thing of value.

Green Zone means those portions of the manufacturing park (MP) and planned development industrial (PDI) zones that are located both north of South Coast Drive and west of Harbor Boulevard, excluding any portion of the South Coast Collection.

Homeless shelter has the same meaning as emergency shelter.

Labor Peace Agreement has the same meaning set forth in Business and Professions Code section 26001.

Manufacturing site means a location where cannabis products are manufactured.

Marijuana means "cannabis," as that term is defined in this chapter.

Marijuana activity and/or cannabis activity includes manufacture, processing, laboratory testing, research and development, transporting, delivery, dispensing, distribution, furnishing, giving away or sale or any other activity involving cannabis or a cannabis product.

Marijuana business and/or cannabis business means any business or operation which engages in any marijuana or cannabis activity.

Marijuana business permit has the same meaning as cannabis business permit.

Patient or qualified patient shall have the same definition as California Health and Safety Code section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health and Safety Code section 11362.5. For purposes of this chapter, a qualified patient shall include a person with an identification card as that term is defined by California Health and Safety Code section 11362.7 et seq.

Person with an identification card shall have the meaning given that term by California Health and Safety Code section 11362.7.

Playground shall mean and include both a public playground located in a city park and a private playground. A private playground shall mean a privately-owned outdoor recreation area, including a tot lot, containing playground equipment or amenities such as swings, slides, sandboxes, or similar installations designed for use by minors and serving either the general public or residents of a development where the playground equipment is located, including residential subdivisions and/or

developments such as apartments, townhomes and/or condominium complexes, mobile home parks or other similar residential uses, as well as playground equipment serving registered guests at hotels and motels. A private playground does not include a playground or playground equipment installed at a single-family residence, or play equipment that is part of a privately-owned commercial business or place of worship, or a playground that is access-controlled during operating hours or does not have direct access from the public right-of-way. A private playground does not include areas designated for use as a playing field or court, pool, or skate facility.

Premises shall have the same meaning as set forth in Business and Professions Code section 26001 sub-section (ap) for purposes of measuring the required distance from retail storefront uses to those uses set forth in section 13-200.93(e)(1).

Processing and processor shall have the same meaning as manufacturing and manufacturer, respectively.

Property shall mean any single development lot that has been subdivided bearing its own assessor's parcel number or with an approved subdivision map or condominium map unless the context clearly indicates a different meaning.

Research and development laboratory means a facility, entity, or site in the city that performs research into and/or the development of cannabis or cannabis products, where cannabis in any amount is located on-site, and that is both of the following:

- 1. Accredited by an accrediting body that is independent of all other persons involved in the cannabis industry in the state.
- 2. Registered with the State Department of Public Health, and is owned and operated by a person issued a valid cannabis business permit for laboratory testing from the city and is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and cannabis activities.

South Coast Collection or SoCo means all properties located at 3303 through 3323, inclusive, Hyland Avenue, in the City of Costa Mesa, commonly known as "SoCo" or "SOCO."

State means the State of California, including any of its departments, divisions, and/or bureaus.

State license means a permit or license issued by the state to engage in cannabis activity.

Youth center means any public or private facility that is primarily used to host recreation or social activities for minors, specifically private youth membership organizations or clubs, social services teenage club facilities, video arcades where ten (10) or more games or game machines or devices are operated or similar amusement park facilities, but does not include dance studios, tutoring, martial arts studios or similar type of uses.

9-486. Type of authorized cannabis businesses permitted.

- (a) One (1) or more of the following types of adult (A-license) and/or medical (M-license) cannabis business may be permitted to operate within the city:
 - 1. Cannabis distributor (includes license classification type 11);
 - 2. Cannabis manufacturer (includes license classification type 6 and 7);
 - 3. Cannabis testing laboratory (includes license classification type 8);
 - 4. Cannabis retail storefront (includes license classification type 10);
 - 5. Cannabis retail non-storefront (includes license classification type 9); and
 - 6. Cannabis research and development laboratory.
- (b) Businesses permitted pursuant to this chapter shall not engage in the retail sale, delivery or dispensing of cannabis, cannabis product, hemp or hemp products unless expressly permitted to do so pursuant to the terms of their cannabis business permit.
- (c) No person may engage in any type of cannabis business that is not specifically authorized pursuant to this section and this code, including, but not limited to, cultivating cannabis.
- (d) The City Council may by resolution limit and/or restrict the number of cannabis retail permits available for issuance and/or renewal.

9-487. Cannabis business permit required to engage in a cannabis business.

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.

9-487.5. Change in business name.

No operator shall operate, conduct, manage, engage in, or carry on a cannabis business under any name other than the business name specified in the permit and/or any "doing business as" or "DBA", or "fictitious business name" or "FBN", provided in the permit application and/or business license. Proof of the "DBA" or "FBN" filing with the County Clerk Recorder shall be required. Any approved changes and/or updates to the permit may require payment of fees as set by resolution of the City Council.

9-488. Term of permit-Fees.

- (a) A cannabis business permit shall be valid for two (2) years from the date of issue, unless otherwise suspended or revoked, and may be renewed bi-annually thereafter, provided the permittee and application for renewal are in compliance with all of the provisions of this chapter as well as all administrative regulations adopted pursuant to section 9-497.
- (b) Cannabis business permit application fees and renewal fees shall be established by resolution of the city council as may be amended from time to time. Failure to timely submit fees and/or comply with the administrative regulations governing applications and/or renewals shall be grounds for denial of application and/or renewal.

9-489. Effect of state license suspension, revocation, or termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the city, until the State of California, or its respective departments or divisions, reinstates or reissues the State license within 90 days. Should the state license remain suspended for 90 days or longer, any permit issued pursuant to this chapter shall expire and be of no further force and effect. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis business, such revocation or termination shall also revoke or terminate the ability of a business permitted pursuant to this chapter including the persons and entities set forth in section 9-490(c) to operate any cannabis business within the city for a period of five years from the date of such revocation or termination.

9-490. Denial and revocation.

- (a) Revocation. A cannabis business permit may be revoked and/or suspended pursuant to the procedures of section 9-120, and/or deemed abandoned or forfeited pursuant to the procedures of section 9-495, for failing to comply with the terms of the permit, the applicable provisions of this chapter, this Code, city regulations, state law or regulations and/or any conditions of any other permit issued pursuant to this Code.
- (b) Denial. An application for a cannabis business permit may be denied where it fails to provide all required information, documentation and/or fees and/or where it does not or would not be able to comply with the applicable provisions of this chapter, this Code, city regulations and/or state law or regulations and/or where the applicant is otherwise ineligible for such permit.
- (c) Effect of revocation and denial. Whenever an application for a permit is denied, no other similar application by such applicant or permittee will be considered for a period of one (1) year from the date of the denial of an application. Whenever a permit has been revoked, no other similar application by such permittee shall be considered for a period of five (5) years from either the date the notice of the permit revocation was mailed or the date of the final decision of the city to revoke the permit, whichever is later. The prohibitions of this subsection shall also apply to the following:
 - 1. Any individual whose permit was revoked or whose application was denied who later becomes a director or officer of a corporation, profit or nonprofit, or a member of a partnership or a person owning or possessing any portion of the shares of a corporation seeking to obtain a new permit.
 - 2. A corporation, profit or nonprofit, whose permit was revoked, or application was denied, to any of its directors or officers or to any person who owned any portion of its shares, who attempts by way of a new corporation or using their individual names or becoming a member of a partnership or a director or officer or a person owning or possessing any portion of the shares in another corporation seeking to obtain a new permit.
- (d) Ineligibility. In addition to any other law, no person or entity shall be eligible for and/or receive a cannabis business permit if that person or entity, or any director or officer of that entity or a person who owned any portion of that entity's shares, engaged or engages in unpermitted and/or illegal cannabis activity involving sales, delivery and/or dispensing in

the city, or had an ownership interest in any property set forth in section 13-200.93(e)(5), in the five (5) years preceding an application under this chapter or during the application process. A determination of ineligibility under this sub-section (d) may be made by the City Manager and shall be based on the preponderance of the evidence. This prohibition shall not apply to a natural person who would otherwise be ineligible based on a criminal conviction that has been dismissed, withdrawn, expunged or set aside or is otherwise exempted pursuant to sections 9-495(g)(10) and/or 9-496(b).

9-491. Appeals.

Notwithstanding any other provision of this code, only a decision by the city manager to suspend, revoke or deny a cannabis business permit under this chapter shall be subject to appeal, which shall be governed by the procedures set forth in Chapter IX of Title 2 of this code.

9-492. Prohibition on transfer of cannabis business permits.

In the event a permit holding cannabis business sells or transfers the business to a new owner and/or operates the business under a new entity and/or name not listed on the permit, the new owner must obtain a new cannabis business permit and business license prior to commencing or continuing operations. A cannabis business shall be deemed to have transferred to a new owner within the meaning of this section if person(s) or entities with controlling interest at the time the permit was first issued cease(s) at any time to possess controlling ownership interest and/or an ownership interest of less than fifty-one (51) percent.

9-493. City business license required.

Prior to commencing operations, a cannabis business shall obtain and thereafter maintain a valid city business license pursuant to Chapter I of this title. Failure to hold a valid business license at all times shall render the cannabis business permit invalid.

9-494. Conditional use permit required.

No cannabis business permit shall be issued, and no person shall conduct a cannabis business unless a conditional use permit has been issued therefore pursuant to the provisions of Title 13, Chapter IX, Article 21 of this Code. Approval of a conditional use permit shall not waive any other requirements of State or local law or regulation, including, but not limited, to the requirement to obtain a building permit, certificate of occupancy, cannabis business permit and/or city business license.

9.494.5 Maximum cannabis retail storefront cannabis business permits.

A maximum of thirty (30) cannabis business permits may be issued by the City. Thereafter, no further cannabis business permits may be issued by the City until the total number of operating licensed retail storefront establishments fall below fifteen (15), after which time the City may issue further cannabis business permits not to exceed fifteen (15) total active cannabis business permits operating at one time.

9-495. Operating requirements for all cannabis businesses permitted under this chapter.

- (a) Records and recordkeeping.
 - Each owner and operator of a cannabis business shall maintain accurate books and records, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a cannabis business permit issued pursuant to this title), or at any time upon reasonable request of the city, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve (12) month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.

 Each owner and operator shall keep and preserve for a period of no less than seven

Each owner and operator shall keep and preserve for a period of no less than seven (7) years, all records as may be necessary to determine the amount of such tax the operator may have been liable to collect and remit to the city.

- 2. Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, telephone number, a copy of that person's government issued identification, and email address) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this paragraph shall be provided to the city manager upon a reasonable request.
- 3. All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the production or manufacturing, laboratory testing and distribution processes.
- 4. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPAA), each cannabis business shall allow city officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the city's request, unless otherwise stipulated by the city.

(b) Security measures.

- 1. A permitted cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. These security measures shall include:
 - a. Establishing limited access areas accessible only to authorized cannabis business personnel;
 - b. All cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault, and shall be kept in a manner as to prevent diversion, theft, and loss;
 - c. Sensors shall be installed to detect entry and exit from all secure areas;
 - d. Having a professionally installed, maintained, and monitored alarm system:

- e. Any bars to be installed on the windows or the doors of the cannabis business for security purposes, if permitted by the city, shall be installed only on the interior of the building;
- f. Security personnel if utilized must be licensed by the State of California Bureau of Security and Investigative Services Personnel, shall comply with the requirements of California Business and Professions Code Chapters 11.4 and 11.5 of Division 3, and have a valid business license from the city; and
- g. Each cannabis business shall have the capability to remain secure and operational during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- 2. Each cannabis business shall identify a designated security representative/liaison to the city, who shall be reasonably available to meet with the city manager regarding any security related measures or and operational issues.
- 3. A cannabis business shall notify the city manager within twenty-four (24) hours after discovering any of the following:
 - a. Significant discrepancies identified during inventory, as set forth in the city's administrative regulations;
 - b. Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business; or
 - c. The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the cannabis business and/or cannabis sales.
- (c) Restriction on alcohol sales. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the cannabis business.
- (d) Compliance with laws. 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. Nothing in this chapter shall be construed as authorizing any actions which violate state law or local law with respect to the operation of a cannabis business or any site-specific, additional operating procedures or requirements which may be imposed as conditions of approval of the location of the cannabis business.
- (e) Taxes. All cannabis businesses authorized to operate under this chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each cannabis business shall cooperate with the city with respect to any reasonable request to audit the cannabis business's books and records for the purpose of verifying compliance with this section, including, but not limited to, a verification of the amount of taxes required to be paid during any period.
- (f) Insurance. Permittee shall obtain and maintain at all times during the term of the permit comprehensive general liability insurance and comprehensive automotive liability insurance protecting the permittee in an amount of not less than one million dollars (\$1,000,000.00) per occurrence, combined single limit, including bodily injury and property damage and not less than one million dollars (\$1,000,000.00) aggregate for each personal injury liability, products-completed operations and each accident, issued by an insurance provider rated at least A-:VIII in A.M. Best and Company's Insurance Guide and either admitted and

authorized to do business in California or is listed on the California Department of Insurance's List of Approved Surplus Line Insurers.

(g) Miscellaneous operating requirements.

- 1. Restriction on consumption. Cannabis shall not be consumed on the premises of any cannabis businesses or elsewhere in the city other than within private residences.
- 2. No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a cannabis business permit, or on any of the vehicles owned or used as part of the cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- 3. Reporting and tracking of product and of gross sales. Each cannabis business shall have in place a point-of-sale tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The cannabis business shall ensure that such information is compatible with the city's record-keeping systems. The system must have the capability to produce historical transactional data for review by the city manager.
- 4. All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with all state and local regulations.
- 5. There shall not be a physician located in or around any cannabis business at any time for the purpose of evaluating patients for the issuance of a cannabis prescription or card.
- 6. Signage, notices, and advertising.
 - a. In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis business shall conform to the requirements of this Code, including, but not limited to, seeking the issuance of a city sign permit.
 - b. Each entrance to a cannabis retail business shall be visibly posted with one clear and legible notice up to twelve (12) inches by eighteen (18) inches in size, indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited. The word "cannabis" is allowed to be used up to two times on each of these specific notices. Letter height in the notice shall be limited to up to one (1) inch in size. All notice lettering shall be the same font and color.
 - c. Business identification signage shall be limited to that needed for identification only.
 - d. The business shall at all times comply with the advertising and marketing restrictions of Business and Professions Code sections 26150-26156, in addition to the requirements of this code.
 - e. Cannabis business advertising and/or marketing materials in the city shall not encourage persons under 21 years of age to consume cannabis or cannabis products and shall not depict and/or suggest in any way the consumption of cannabis or cannabis products.

7. Minors.

- a. Persons under the age of twenty-one (21) years shall not be allowed on the premises of a cannabis business, except as otherwise specifically provided for by state law. It is unlawful and a violation of this chapter for any person to employ any person at or for a cannabis business who is not at least twenty-one (21) years of age.
- b. The entrance to the cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the cannabis business except as specifically provided for herein.
- 8. *Odor control.* Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site.
- 9. Display of permit and city business license. The original copy of the cannabis business permit issued by the city pursuant to this chapter and the city-issued business license shall be posted inside the cannabis business in a conspicuous location.
- 10. Background check. Every owner, manager, supervisor or employee of the cannabis business must submit fingerprints and other information deemed necessary by the city manager for a background check by the Costa Mesa police department to verify that person's criminal history. No person shall be issued a permit to operate a cannabis
 - business who has been convicted of a felony within the past seven (7) years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code section 1203.4, 1000 or 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance. Exempted from this prohibition is a conviction for a felony involving cannabis and/or marijuana for which the underlying cannabis or marijuana offense has subsequently been designated a misdemeanor or infraction or decriminalized pursuant to the provisions of the Control, Regulate and Tax Adult Use of Marijuana Act or federal law.
- 11. Loitering. The owner and/or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- 12. Permits and other approvals. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain 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.
- 13. *Free samples.* No cannabis business shall provide or cause to be provided any free sample of cannabis goods to any person within the city.
- 14. A licensed retailer may only sell cannabis goods, cannabis accessories, and licensees' branded merchandise or promotional materials
- (h) Additional operating requirements for retail sale (storefront) businesses. In addition to every other requirement of this section, other than those set forth in subsection (i) (retail sale, non-storefront) that are expressly inapplicable, every business that sells cannabis as a storefront retailer shall comply with the following requirements:

- 1. The security plan shall include at least one (1) licensed private security guard or guards who shall be present at the premises twenty-four (24) hours per day, exterior lighting, and continuous video monitoring and recording of the interior and exterior of the premises. Video surveillance recordings must also include video of all entryways and exits of the premises. All video recordings shall be maintained for a minimum of ninety (90) days.
- 2. Both the private security guard and the business personnel shall monitor the premises and the immediate vicinity of the premises to ensure that patrons immediately leave the premises and do not consume cannabis in the vicinity of the retail business or on the property or in the parking lot, and shall ensure that persons do not loiter, linger, or otherwise congregate within fifty (50) feet of the entrance to the premises.
- 3. There shall be no on-site sales of alcohol or tobacco products, (excluding rolling papers and lighters) and no on-site consumption of food, alcohol, cannabis or tobacco by patrons.
- 4. Hours of operation shall be limited to: 7:00 a.m. to 10:00 p.m. daily. No licensed retail business shall be open to the public between the hours of 10:01 p.m. and 6:59 a.m. of any day.
- 5. The cannabis retail business shall notify patrons of the following both verbally and through posting of a sign in a conspicuous location:
 - a. Unlawful sale, barter or distribution of cannabis is a crime and subject to a fine or arrest.
 - b. Loitering on and around the retail premises is prohibited by California Penal Code section 647 and that patrons must immediately leave the premises and not consume cannabis in the vicinity and/or on the property or in the parking lot.
 - c. A warning that patrons and/or employees may be subject to prosecution under federal cannabis laws, if applicable.
 - d. That the use of cannabis may impair a person's ability to drive a motor vehicle or operate machinery and that doing so is illegal.
- 6. No one under the age of twenty-one (21) shall be allowed to enter the premises of a cannabis business unless the business holds a retail medical cannabis license (M-license) issued by the State.
- 7. No person shall be permitted to enter the premises without government-issued identification, and cannabis goods may not be provided to any person, whether by purchase, trade, gift, or otherwise, who does not possess a valid government-issued identification and who does not meet the age requirements of this Chapter.
- 8. Electronic age verification device required. Proof of age of every person other than employees entering the business shall be verified with an electronic age verification device, prior to entry of the retail area or delivery to that person. The electronic age verification device may be mobile or fixed, and shall be able to retain a log of all scans that includes the following information: date, time, and age. Said log shall be kept for a minimum of one hundred eighty (180) business days and all records shall be made available to the City Manager upon request.
- 9. Point-of-sale tracking required. The business shall facilitate the sale, making available, furnishing and/or delivery of cannabis goods with a technology platform

that uses point-of-sale technology to track, and database technology to record and store, the following information for each transaction involving the exchange of cannabis goods between the business and consumer:

- a. The date and time of transaction.
- b. The first name and employee number of the employee who processed the sale of cannabis goods on behalf of the business.
- c. A list of all the cannabis goods purchased, including the quantity purchased.
- d. The total amount paid for the sale, including the individual prices paid for cannabis or cannabis products purchased, and any amounts paid for taxes.
- 10. Cannabis retail businesses shall also record on the video surveillance system point-of-sale areas and areas where cannabis goods are displayed for sale.
- 11. Adequate signage shall clearly state who has inspected any cannabis product for pesticides, or other regulated contaminants, distributed at this location.
- 12. Shipments of cannabis goods may only be accepted during regular business hours.
- 13. Inventory shall be secured using a lockable storage system during non-business hours.
- 14. No cannabis product shall be visible from the exterior of the business.
- 15. All required labelling shall be maintained on all product, as required by State law, at all times.
- 16. A permitted commercial cannabis retail business shall have one hundred eighty (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 ongoing permitted business at the premises for a total of ninety (90) days in any twelve (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 ninety (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.
- 17. Obtain and maintain at all times during the term of the permit the insurance required pursuant to subsection (f) of this section in the minimum amounts of two million dollars (\$2,000,000.00), and enter into an agreement approved by the city attorney to defend, with attorneys of city's choosing, indemnify, release and hold harmless the city, its city council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permittee or the permittee's activities. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or

- bringing such proceeding, and shall not be limited by the types and/or amounts of insurance required herein;
- 18. For an applicant with two or more employees, provide a notarized statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement as otherwise required by Business and Professions Code section 26105.5.
- (i) Additional operating requirements for retail sale (non-storefront) delivery businesses. In addition to every other requirement of this section, except only for subsection (h)(1) through (5) and (10) (retail sale, store-front), every business that sells and/or delivers cannabis as a non-store front retailer shall comply with the following requirements:
 - 1. Commercial cannabis retail deliveries may be made only from a commercial cannabis retail business permitted by the City in compliance with this chapter, and in compliance with all State regulations.
 - 2. All employees who deliver cannabis shall have valid identification and a copy of the retail business' cannabis business permit and State license at all times while making deliveries.
 - 3. All commercial cannabis retail businesses shall maintain proof of vehicle insurance for any and all vehicles being used to transport cannabis goods as required by State law.
 - 4. Deliveries may only take place during normal business hours of the commercial cannabis retail business.
 - 5. During delivery, the delivery employee shall maintain a physical or electronic copy of the delivery request and shall make it available upon request by the licensing authority and law enforcement officers. The delivery request documentation shall comply with State law.
 - 6. A licensed delivery employee shall not leave the State of California while possessing cannabis products while performing his or her duties for the cannabis retailer.
 - 7. A commercial cannabis retail business shall maintain a list of all deliveries, including the address delivered to, the amount and type of product delivered, and any other information required by the State.
 - 8. A manifest with all information required in this section shall accompany any delivery person at all times during the delivery process and delivery hours.
 - 9. Any delivery method shall be made in compliance with State law, as amended, including use of a vehicle that has a dedicated GPS device for identifying the location of the vehicle (cell phones and tablets are not sufficient).
 - 10. Each delivery request shall have a receipt prepared by the commercial cannabis retail business with the following information:
 - a. Name and address of the commercial cannabis retail business.
 - b. The name of the employee who delivered the order.
 - c. The date and time the delivery request was made.
 - d. The complete delivery addresses.

- e. A detailed description of the cannabis goods requested for delivery including the weight or volume, or any accurate measure of the amount of cannabis goods requested.
- f. The total amount paid for the delivery including any fees or taxes.
- g. At the time of the delivery, the date and time delivery was made, and the signature of the person who received the delivery.
- h. No cannabis delivery vehicle shall display signs, decals or any other form of advertisement.
- i. Inspections by an authorized City representative may be conducted anytime during regular business hours.
- 11. Delivery must be made to a physical address that is not on publicly owned land, a school, a day care, or a youth center.
- 12. The delivery employee shall not carry cannabis goods valued in excess of \$5,000 at any time with no more than \$3,000 of cannabis goods that are not already part of a customer order that was processed prior to leaving the premises.
- 13. Delivery must be made in person by a direct employee of the licensed retailer. An independent contractor, third-party courier service, or an individual employed through a staffing agency would not be considered directly employed by the licensed retailer.

9-496. Cannabis employees.

- (a) Any person who is an employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.
- (b) No cannabis business or owner thereof may employ any person who has been convicted of a felony within the past seven (7) years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code section 1203.4, 1000 or 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance. Exempted from this prohibition is a conviction for a felony involving cannabis and/or marijuana for which the underlying cannabis or marijuana offense has subsequently been designated a misdemeanor or infraction or decriminalized pursuant to the provisions of the Control, Regulate and Tax Adult Use of Marijuana Act or federal law.
- (c) All employees must wear an identification badge while on the premises of the business, in a format authorized by the city manager.

9-497. Promulgation of administrative regulations.

- (a) The city manager is also authorized to establish any additional administrative rules, regulations, policies, procedures and/or standards governing the issuance, denial or renewal of cannabis business permits, or concerning any other subject necessary to carry out the purposes of this chapter.
- (b) Regulations promulgated by the city manager shall become effective upon the date of publication. Cannabis businesses shall be required to comply with all state and local laws and regulations, including, but not limited to, any rules, regulations policies, procedures and/or standards adopted by the city manager.

(c) Such administrative rules, regulations and/or standards may include establishing standards and timing for application processing, including but not limited to providing priority for existing licensees in good standing.

9-498. Inspection and enforcement.

- (a) The city manager is charged with enforcing the provisions of the Costa Mesa Municipal Code, or any provision thereof, and may enter the location of a cannabis business at any time during the hours of operation without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this title or under applicable provisions of state law.
- (b) It is unlawful for any person having responsibility for the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law.

9-499. Violations.

- (a) Violations declared a public nuisance. Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance.
- (b) Each violation a separate offense. Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Costa Mesa Municipal Code. Additionally, as a nuisance per se, any violation of this chapter shall be subject to injunctive relief, any permit issued pursuant to this chapter being deemed null and void, disgorgement and payment to the city of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The city may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the cannabis business or persons related to, or associated with, the cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or the chief of police, may take immediate action to temporarily suspend a cannabis business permit issued by the city, pending a hearing before the city council.
- (c) Criminal penalties. Each and every violation of the provisions of this chapter may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the County Jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- (d) Remedies cumulative and not exclusive. The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

MEETING MINUTES OF THE CITY OF COSTA MESA PLANNING COMMISSION

January 22, 2024

CALL TO ORDER

The Chair called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

Chair Ereth led the Pledge of Allegiance.

ROLL CALL

Present:

Chair Adam Ereth, Commissioner Angely Andrade, Commissioner Johnny

Rojas, Commissioner Vivar, Commissioner Jon Zich

Absent:

Vice Chair Russell Toller, Commissioner Karen Klepack,

Officials Present:

Director of Economic and Development Services Jennifer Le, Assistant Director of Development Services Scott Drapkin, Assistant City Attorney Tarquin Preziosi, Assistant Planner Caitlyn Curley, Contact Planner Michelle Halligan, City Engineer Seung Yang and Recording Secretary

Anna Partida

ANNOUNCEMENTS AND PRESENTATIONS:

None.

PUBLIC COMMENTS - MATTERS NOT LISTED ON THE AGENDA:

None.

COMMISSIONER COMMENTS AND SUGGESTIONS:

Commissioner Vivar thanked those in attendance. He stated he was looking forward to the all the new year and all it has to bring for the Commission.

Commissioner Zich encouraged the public to voice their concerns and opinions.

Commissioner Andrade wished everyone a Happy New Year and reminded the public of the Fairview Development Center feed back session at the Senior Center.

Chair Ereth wished everyone Happy New Year and thanked those joining the meeting on Zoom.

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CONSENT CALENDAR:

No member of the public nor Commissioner requested to pull a Consent Calendar item.

1. APPROVAL OF MEETING MINUTES: DECEMBER 11, 2023.

MOVED/SECOND: Vivar/Rojas

MOTION: Approve recommended action for Consent Calendar Item No. 1.

The motion carried by the following roll call vote:

Ayes: Ereth, Andrade, Rojas, Vivar, Zich

Nays: None

Absent: Toler, Klepack

Abstained: None Motion carried: 5-0

ACTION: Planning Commission approved the minutes of the regular meeting of the December 11, 2023.

Jennifer Le introduced Cecilia Gallardo, the City's new Assistant City Manager and Administrative Services Director, and Bill Rodrigues the Development Services Departments new Planning and Sustainable Development Manager.

PUBLIC HEARINGS

1. LOCAL HISTORIC REGISTER FOR THE "LEROY ANDERSON HOUSE" (208 MAGNOLIA STREET)

Project Description: An application for placement of 208 Magnolia Street on the City's local Historic Register, and approval of a Mills Act Contract. The subject property is not currently listed on any historic registers but is identified in the 1999 Historic Resources Survey as eligible for local landmark designation and is also identified as a potential historical resource in the City's General Plan.

Environmental Determination: Exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) ("General Rule") in that there is no possibility that the addition of the Leroy Anderson House to the Local Register will have a significant impact on the environment.

One ex-parte communication reported.

Chair Ereth held a call with Newport-Mesa Unified School District executives, a Parks Commissioner and one member of the Historical Preservation Committee.

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Caitlyn Curley, Assistant Planner, presented the staff report.

The Commission asked questions of staff including discussion of:

Commissioner Viviar asked staff if the entire property would be considered historic or only the structure. Staff responded that the structure would be designated historic. He continued his question by asking if the 1997 garage addition would be part of the historical designation. Staff stated it would be a part of the designation because the architectural integrity of the building was maintained.

Chair Ereth asked staff if the commission was to look at the additions to the property or only the original aspects of the house that were still standing. Staff responded that the historic review included the entire structure.

Commissioner Zich asked staff if the property owner could build an ADU. Staff responded that any changes to any Mills Act properties receive a Certificate of Appropriateness before changes can be made to an historic structure and that an ADU could be considered. Commissioner Zich asked if special permissions were required for all alterations the property owner would like to make. Staff responded that the property owner would need City permission to make any alterations. Zich asked about the required maintenance that needs to be completed on the property under the Mills Act. Staff responded that the owner could choose not to complete the maintenance. However, they would be subject to loss of any historic incentives at Councils' discretion.

Chair Ereth asked staff about the tax reduction the owner would receive for being part of the Mills Act. He stated that the tax reduction and the required property maintenance are not comparable; the owner would be paying more to maintain the historic integrity of the property. Staff responded that the tax reduction is only to assist the owner with the cost of the required maintenance. Chair Ereth asked staff what would happen if the property owner decided to withdraw from their Mills Act Contract before the necessary maintenance is to be completed.

Commissioner Andrade asked staff about how this designation would benefit the city. Staff responded informing the commission that there would be a plaque that would be provided to the property owner and staff would speak more with the historic society on community outreach efforts to encourage other potential historic properties to consider historic program involvement.

Chair Ereth inquired about the inspection fees that could be collected and asked staff if the property owner could pick and choose the required maintenance or do they have to follow the contract completely. Staff stated the maintenance timeline is somewhat flexible. The Chair asked staff about the future of the historic program and what they hoped to accomplish.

Commissioner Zich asked if the address of the historic sites are publicly available and what the benefits were for the City to enter into the Mills Act Contract with this property owner. Staff responded that the addresses are publicly available on the City's website and the benefit for the city is that it would help to maintain its historical integrity, which is considered a General Plan priority.

Commissioner Vivar asked staff if the last approved Mills Act property also has a plaque and if that property also has additions to the structure. Staff responded stating that the property was relocated, refurbished and a plaque will be offered to them. Commissioner Vivar asked if the Mills Contract runs with the land. Staff confirmed it does.

The Chair opened the Public Hearing.

The Chair opened public comments.

No public comments.

The Chair closed public comments.

The Chair closed the Public Hearing.

Commissioner Andrade made a motion. Seconded by Commissioner Rojas.

The Commission discussed the motion including excitement about maintaining the integrity of the city and those in opposition to the motion their concerns for community benefit and structural integrity.

MOVED/SECOND: Andrade/Rojas

MOTION: Approve staff's recommendation. The motion carried by the following roll call vote:

Ayes: Ereth, Andrade, Rojas

Nays: Zich, Vivar Absent: Toler, Klepack

Recused: None Motion carried: 3-2

ACTION: The Planning Commission adopted a resolution to:

- Recommend that the City Council designate the property on the City's local Historic Register by adoption of a City Council resolution; and
- 2. Recommend the City Council direct Planning staff to finalize a draft Mills Act Contract for City Council consideration and approval.

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RESOLUTION PC-2024-01 RESOLUTION OF THE PLANNING - A COMMISSION OF THE CITY OF COSTA MESA. CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE THE ADDITION OF 208 MAGNOLIA STREET TO THE LOCAL HISTORIC REGISTER PURSUANT TO TITLE 13, ARTICLE 14 (HISTORIC PRESERVATION) OF THE COSTA MESA MUNICIPAL CODE AND APPROVE A MILLS ACT CONTRACT

The Chair explained the appeal process.

2. ORDINANCE TO AMEND TITLE 13 (PLANNING, **ZONING** AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE AND ORDINANCE TO **AMEND** TITLE **(LICENSES** 9 AND **BUSINESS** REGULATIONS) FOR MODIFICATIONS TO THE CITY'S RETAIL CANNABIS **PROVISIONS**

CMMC CODE AMENDMENT AND ORDINANCE NO. 2023-XX. The proposed code amendment that would modify Title 13 (Planning, Zoning, and Development) of the CMMC regarding the City's retail cannabis provisions and also includes requisite code modifications required in Title 9 (Business Licenses) that are specifically applicable to the City's retail cannabis program.

Environmental Determination: The ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) (General Rule).

Four ex-parte communications reported.

Commissioner Viviar received emails from two members of the public.

Commissioner Zich received two emails and had telephone conversations with members of the public. He also spoke with a cannabis applicant.

Commissioner Andrade received two emails from members of the public.

Chair Ereth received two emails from members of the public.

Michelle Halligan, Contract Planner, presented the staff report.

The Commission asked questions of staff including discussion of:

Commissioner Vivar asked staff about the Cannabis Business Permit (CBP) cap and if the CBP would be transferrable to a new owner. Staff responded by informing Commissioner Vivar that a new owner would have to go through the application CBP process, that the CBP does not run with the land and the operations require a renewal every two years.

Commissioner Adrade requested information on the process the city intends to take going from 30 CBPs to 15 CBPs. Staff responded explaining the application process and review requirements.

Commissioner Rojas asked for clarification on how many Cannabis applications are still in CBP process. Staff responded by explaining that the cannabis applications still waiting have the option to continue to wait or to withdraw their application.

Chair Ereth asked how many applications have received a notice to proceed to Planning Commission hearing. Staff stated there were approximately eight. He asked staff for clarification on when and how cannabis businesses report earnings to the city. Mr. Preziosi described that the Code allows staff to make reasonable requests for cannabis sales reports and that staff seeks to provide more clarity regarding quarterly reporting. The Chair also asked about the existing definition of a youth center. Mr. Preziosi responded that the City Council took the basis for the youth center definition from the State Health and Safety Code, which was established long before shopping centers frequently featured youth-oriented businesses, and updated the definition to exempt tutoring, martial arts studios, and similar youth-oriented businesses.

Commissioner Zich expressed that he would like the City Council to reconsider the definition of a youth center and other sensitive use separations. Staff showed a slide of the additional cannabis topics that were described by Commissioner Zich at the December 11, 2023, Planning Commission meeting for the public to see. The list reads as follows: Definition of a youth center; Separation from youth centric businesses; Adding separation from parks (not just playgrounds); Changing the process of evaluating existing nonconforming uses when applying for a conditional use permit; and establishing a separation from cannabis businesses and group and recovery homes.

Then Commissioner Andrade asked staff to investigate how Long Beach and other communities that allow cannabis retail uses define youth serving facilities to present to City Council for their consideration.

Chair Ereth continued his questions for staff and asked if the modifications regarding eligibility for cannabis applicants due to illegal activities could impact the applicant in the process of obtaining a CBP. Mr. Preziosi answered affirmatively, that proposed owners or operators could be determined to be ineligible to obtain a Cannabis Business Permit. The Chair asked staff why the code does not allow physicians to operate from cannabis storefronts. Assistant Director Drapkin responded that disallowing physicians from working and prescribing onsite reduce the issuance of unwarranted medical cannabis cards.

The Chair opened the Public Hearing.

The Chair opened public comments.

Candace Hawes, asked for the limitation on the number of storefronts, but wished the limit had been established before accepting applications.

Janet Loftus stated she preferred to not have cannabis storefronts in Costa Mesa. However, a limit to the number of dispensaries is an improvement from the current standard. Costa Mesa will have the highest number of cannabis storefronts per capita. She asked for health warnings to be posted on cannabis storefronts.

Priscilla Rocco stated she disapproves of the way the city has allowed multiple cannabis dispensaries in Costa Mesa. She stated there are too many for Costa Mesa's size. She spoke on impaired driving concerns, negative impacts on property values and crime. She commented cannabis will impact lower income neighborhoods the most and asked that cannabis shops not be allowed on paths to schools, parks, and youth centers. She urged the commission to not allow cannabis within 1,000 feet from bedrooms and front yards. Lastly, she stated she agrees with the signage conditions recommended in the staff report.

Alexander Haberbush stated the excessive concentration of cannabis storefronts threatens Costa Mesa's character, safety, economic stability, quality of life for the residents and viability of businesses. He commented that the potential for saturation exceeds what is reasonable in the community and a limit of 30 is far too high. He asked that the City implement buffer zones immediately to protect residential and commercial areas and establish a cap below 30.

The Chair closed public comments.

The Chair closed the Public Hearing.

The Commission asked staff further questions:

Andrade asked if staff could add a requirement for businesses to post health warnings in cannabis storefronts.

Commissioner Zich expressed concern that the city might not be the correct entity to create a cannabis health warning.

Chair Ereth motion to recommend first reading to City council. Seconded by Commissioner Rojas.

The Commission discussed the motion including how the proposed amendments do not reflect all the changes that each individual commissioner would like in the ordinance. However, the Commission stated they diligently debated the proposals with a lot of passion and strong supportive arguments.

MOVED/SECOND: Ereth/Rojas

MOTION: To recommend first reading to City Council.

The motion carried by the following roll call vote:

Ayes: Ereth, Andrade, Rojas, Vivar, Zich

Nays: None

Absent: Toler, Klepack

Recused: None Motion carried: 5-0

ACTION: The Planning Commission adopted a resolution to:

- 1. Find that the project is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) in that the updates to the City's retail cannabis provisions will not have a significant impact on the environment; and
- 2. Recommend that the City Council give first reading to ordinances approving Code Amendment No. 2024-XX, amending portions of the Costa Mesa Municipal Code Title 13 (Planning Zoning, and Development), and Code Amendment No. 2024-XX, amending portions of Title 9 (Licenses and Business Regulations), both pertaining to retail cannabis storefront regulations.

RESOLUTION PC-2024-02 - RESOLUTION RECOMMENDING THAT THE CITY COUNCIL GIVE FIRST READING TO AN ORDINANCE TO AMEND THE CANNABIS RETAIL STOREFRONT PROVISIONS IN TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT), CHAPTER IX (SPECIAL LAND USE REGULATIONS), ARTICLE 21 (LOCATION OF CANNABIS DISTRIBUTING, MANUFACTURING, RESEARCH AND DEVELOPMENT, TESTING LABORATOIES, RETAIL STORERONT AND RETAIL NONSTOREFRONT USES) OF THE COSTA MESA MUNICIPAL CODE

RESOLUTION PC-2024-03- RESOLUTION RECOMMENDING THAT THE CITY COUNCIL GIVE FIRST READING TO AN ORDINANCE TO AMEND THE CANNABIS RETAIL STOREFRONT PROVISIONS IN TITLE 9 (LICENSES AND BUSINESS REGULATIONS), CHAPTER VI (CANNABIS BUSINESS PERMITS) OF THE COSTA MESA MUNICIPAL CODE

The Chair explained the appeal process.

None.

OLD BUSINESS:	
None.	
NEW BUSINESS:	

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DEPARTMENTAL REPORTS

- 1. Public Works Report None.
- 2. Development Services Report None.

CITY ATTORNEY'S OFFICE REPORT

1. City Attorney – None.

The Commission all wished Jennifer Le farewell and the best of luck.

ADJOURNMENT AT 8:44 PM

Submitted by:

SCOTT DRAPKIN, SECRETARY

COSTA MESA PLANNING COMMISSION