

Tuesday, April 8, 2025, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 p.m.
PUBLIC HEARINGS AT 6:00 P.M.

1. GENERAL

- 1A. CALL TO ORDER
- 1B. ROLL CALL
- 1C. INVOCATION
 - Pastor Albert Fontanez, Grace & Truth Tabernacle Church
- 1D. PLEDGE OF ALLEGIANCE
 - Mina Mikhael, Director of Public Works/City Engineer
- 1E. CITY MANAGER REPORT
 - Aaron France, City Manager

2. PRESENTATIONS

- 2A. PROCLAMATION RECOGNIZING APRIL 2025 AS FAIR HOUSING MONTH
 - Presented to Martha Torres, Community Engagement Liaison, Fair Housing Foundation
- 2B. PROCLAMATION RECOGNIZING APRIL 6 - 12, 2025, AS NATIONAL LIBRARY WEEK
 - Presented to Ruth Cho, Supervising Librarian; Brenda Gomez, Library Programs Coordinator; and, Cheyenne Traut, Board President of the Buena Park Library District
- 2C. PROCLAMATION RECOGNIZING APRIL 2025 AS DMV DONATE LIFE MONTH
 - Presented to Mona Castro, OneLegacy Ambassador
- 2D. PROCLAMATION RECOGNIZING APRIL 2025 AS AUTISM ACCEPTANCE MONTH
 - Presented to Sam Yoon, Seesaw Beans and Coffee; and Korean American Special Education Center
- 2E. PROCLAMATION RECOGNIZING APRIL 11, 2025, AS ARBOR DAY
 - Presented to Climate Action Commission Vice Chair Annie Singhal and Commissioner Dominic Bendinelli
- 2F. 2025 BUENA PARK COMMUNITY ACADEMY GRADUATION

3. ORAL COMMUNICATIONS

3A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any item on the Regular Meeting Agenda only. Public comments are limited to no more than three minutes each. Those wishing to speak in-person are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

4. CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4A. APPROVAL OF MINUTES

— Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of March 25, 2025.

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving the Claims and Demands.

4C. PROCLAMATION RECOGNIZING APRIL 2025 AS FAIR HOUSING MONTH

— Recommended Action: Approve Proclamation

4D. PROCLAMATION RECOGNIZING APRIL 6 - 12, 2025, AS NATIONAL LIBRARY WEEK

— Recommended Action: Approve Proclamation.

4E. PROCLAMATION RECOGNIZING APRIL 2025 AS DMV DONATE LIFE MONTH

— Recommended Action: Approve Proclamation.

4F. PROCLAMATION RECOGNIZING APRIL 2025 AS AUTISM ACCEPTANCE MONTH

— Recommended Action: Approve Proclamation.

4G. PROCLAMATION RECOGNIZING APRIL 11, 2025, AS ARBOR DAY

— Recommended Action: Approve Proclamation.

4H. FINAL PAYMENT TO DASH CONSTRUCTION COMPANY, INC. FOR THE WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to DASH Construction Company in the amount of \$89,640; and 2) Direct the Public Works Department to file a Notice of Completion.

4I. FINAL PAYMENT TO CITY OF CYPRESS FOR THE VALLEY VIEW STREET REHABILITATION PROJECT (ARTERIALS STREET REHABILITATION, PROJECT 377)

— Recommended Action: 1) Accept the project as complete and approve a final payment to City of Cypress in the amount of \$168,030.79; and 2) Authorize the Finance Department to reimburse the amount of \$168,030.79 to City of Cypress.

4J. AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS (PGIS) FOR CITATION PROCESSING SERVICES

Authorize the City Manager to execute a three-year agreement for parking and administrative citation processing services with two automatic renewals unless terminated. Associated costs in the amount of \$90,000 annually will be budgeted in the Police Department budget (Account No. 11-6240-550502) and the amount of \$25,000 in the Community Development budget (Account No. 11-6240-631140).

— Recommended Action: 1) Approve an agreement with Phoenix Group Information Systems for citation processing services and collections (“Agreement”); 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (H) which allows the City Council to dispense with bidding when it is in the best interest of the City; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreements; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

4K. APPROVAL OF PARCEL MAP NO. 2022-171 FOR 7242, 7248, AND 7254 VALLEY VIEW STREET

— Recommended Action: 1) Approve Parcel Map No. 2022-171 for 7242, 7245, 7248 Valley View Street.; and 2) Authorize the City Engineer and City Clerk to execute the parcel map.

5. NEW BUSINESS

5A. CONTRACTS WITH AYALA ENGINEERING, INC., BIG BEN ENGINEERING, MIKE PRlich AND SONS, INC., AND W.A. RASIC CONSTRUCTION FOR ON-CALL EMERGENCY SEWER REPAIR SERVICES

— Recommended Action: 1) Approve a contract with Ayala Engineering, Inc. to provide on-call emergency sewer repair services without a guaranteed minimum and a not-to-exceed amount of \$300,000; 2) Approve a contract with Big Ben Engineering to provide on-call emergency sewer repair services without a guaranteed minimum and a not-to-exceed amount of \$300,000; 3) Approve a contract with Mike Prlich and Sons, Inc. to provide on-call emergency sewer repair services without a guaranteed minimum and a not-to-exceed amount of \$300,000; 4) Approve a contract with W.A. Rasic Construction to provide on-call emergency sewer repair services without a guaranteed minimum and a not-to-exceed amount of \$300,000; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contracts; and, 6) Authorize the City Manager and City Clerk to execute the contracts.

6. PUBLIC HEARING

No Public Hearing Items

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8. RECESS

8A. RECESS

9. STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION REGARDING VETERANS HONOR CELEBRATION ENHANCEMENTS

9B. DISCUSS AND PROVIDE DIRECTION ON THE DEVELOPMENT OF AN ARTS AND CULTURE MASTER PLAN FOR THE CITY OF BUENA PARK

9C. DISCUSS AND PROVIDE DIRECTION REGARDING DEVELOPMENT AND CONSTRUCTION PROCESS IMPROVEMENTS

10. CITY MANAGER REPORT

10A. CITY MANAGER REPORT

11. COMMISSION & COMMITTEE UPDATES

11A. COMMISSION & COMMITTEE UPDATES

12. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의회 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스페인어, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: April 3, 2025



City Council Regular Meeting Agenda Report

A. APPROVAL OF MINUTES

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4A.
Prepared By	Approved By
Anna Almquist, Assistant City Clerk	Aaron France, City Manager
Presented By	
Anna Almquist, Assistant City Clerk	

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of March 25, 2025.

Attachments

[2025-03-25 CC M 330PM.pdf](#)

[2025-03-25 CC M 5PM.pdf](#)

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD MARCH 25, 2025

Vol. 54 Pg. 203

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, March 25, 2025, at 3:30 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Ahn presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Hoque, Sonne, Traut, Ahn
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Eddie Fenton, Assistant City Manager/Director of Human Resources.

2A. ORAL COMMUNICATIONS

Mayor Ahn announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Ahn closed oral communications.

3. CLOSED SESSION

Mayor Ahn stated the need for a closed session as scheduled and ordered the meeting into closed session.

3A. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Gov. Code Section 54957.6; Agency Negotiator: Eddie Fenton, Assistant City Manager/Director of Human Resources; Employee Organization: Buena Park City Employees' Association; Buena Park Technical, Office, and Professionals Association; Buena Park Management Unit; Buena Park Police Management Association; and Buena Park Police Association and Buena Park Unrepresented Employees

Mayor Ahn recessed the meeting at 4:36 p.m. and announced the meeting would reconvene after the regular meeting to discuss Item No. 3A.

Mayor Ahn reconvened the meeting in open session at 7:33 p.m. and immediately recessed to Closed Session for Item No. 3A.

Mayor Ahn reconvened the meeting in open session and City Attorney Cardinale announced that no reportable action was taken for Item No. 3A.

ADJOURNMENT

There being no further business, Mayor Ahn adjourned the meeting at 8:45 p.m.

ATTEST:

Mayor

City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD MARCH 25, 2025

Vol. 54 Pg. 142

1. GENERAL

The City Council met in a regular session on Tuesday, March 25, 2025, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Ahn presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Hoque, Sonne, Traut, Ahn
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Anna Patricia B. Almquist, CMC, Assistant City Clerk.

1C. INVOCATION

The Invocation was led by Reverend Dion Thomas, SonRise Community Christian Church.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dale Kurata, Community Services Supervisor.

1E. CITY MANAGER REPORT

City Manager France reported the following:

- All City Track Meet, Friday, April 4, 2024, 5:00 p.m. – 8:00 p.m., at Buena Park High School. For information about registration, please contact the Community Services Department at (714) 562-3851.
- Senior Korean Resource Fair, Saturday, April 5, 2025, 9:00 a.m. – 12:00 p.m., at Buena Park Community Center.
- Arbor Day, Friday, April 11, 2025, 2:45 p.m., at Linden Oaks Speech and Language Development Center.
- Director of Community and Economic Development Foulkes is currently out of the office, and during his absence Senior Planner Luna will be assisting with Department-related questions and concerns.

2. PRESENTATIONS

2A. DISTINGUISHED SERVICE AWARD PRESENTED TO BUENA PARK POLICE DEPARTMENT VOLUNTEER SWAT MEDIC DOCTOR ALAN OSGOOD

Police Chief Nunes indicated that SWAT Doctor Alan Osgood was unable to attend the meeting.

2B. MEDAL OF COURAGE PRESENTED TO BUENA PARK POLICE OFFICERS JOSEPH LOVETERE AND DOMINICK ESCOBEDO

Police Chief Nunes presented the medal of courage to Buena Park Police Officers Joseph Lovetere and Dominick Escobedo.

Senior Field Representative Joe Pak, on behalf of Assemblywoman Quirk-Silva, presented certificates recognizing Buena Park Police Officers Joseph Lovetere and Dominick Escobedo for their courageous act.

2C. RECOGNITION OF EAGLE SCOUT SEAN HO, BOY SCOUT TROOP 650, FOR EHLERS EVENT CENTER PROJECT

Community Services Supervisor Hurtado introduced Eagle Scout Sean Ho, and discussed the two benches and a pickleball cart he donated to the Ehlers Senior Center as part of his Eagle Project.

Mayor Ahn presented a certificate recognizing Eagle Scout Sean Ho, Boy Scout Troop 650, for his Ehlers Event Center Project.

Senior Field Representative Joe Pak, on behalf of Assemblywoman Quirk-Silva, presented a certificate recognizing Eagle Scout Sean Ho, Boy Scout Troop 650, for his Ehlers Event Center Project.

Vice Mayor Traut commended Sean Ho's parents for supporting him throughout his Eagle Scout journey.

3A. ORAL COMMUNICATIONS

Mayor Ahn announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being no requests to speak, Mayor Ahn closed oral communications.

4. CONSENT CALENDAR (4A – 4D)

Mayor Ahn announced that Consent Calendar Item Nos. 4A through 4D would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration. There being no requests for separate consideration, the following action was taken on Item Nos. 4A – 4D:

MOTION: Franco
SECOND: Sonne
AYES: Franco, Sonne, Hoque, Traut, Ahn
NOES: None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4D be approved.

Minutes

4A. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of March 11, 2025.

APPROVED the recommended action.

Finance 75

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Recommended Action: Adopt Resolutions approving Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 14961

A RESOLUTION OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$6,063,091.77 DEMAND NOS. 429459 THROUGH 429694 CANCELLED NOS. 426808, 427293, 428124, 428221, AND 429183

RESOLUTION NO. 14962

A RESOLUTION OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$18,425.79 COVERING RETIREE PAYROLL ENDING FEBRUARY 28, 2025

RESOLUTION NO. 14963

A RESOLUTION OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,103,954.36 COVERING REGULAR PAYROLL ENDING FEBRUARY 28, 2025

Reports & Studies 129**4C. TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2025**

Recommended Action: Receive and file the reports.

APPROVED the recommended action.

Contracts 70 C-3595**4D. OPIOID USE DISORDER AND MEDICATION ASSISTED TREATMENT PROGRAM MEMORANDUM OF AGREEMENT BETWEEN THE CITIES OF BREA, BUENA PARK, FULLERTON, PLACENTIA AND THE HOPE CENTER OF ORANGE COUNTY (HCOC) TO HIRE AND FUND A FULL-TIME CASE MANAGER**

Recommended Action: 1) Approve a memorandum of agreement between the cities of Brea, Buena Park, Fullerton, Placentia, and the HOPE Center of Orange County (HCOC) to fund and hire a full-time Clinical Manager to assist with service coordination and access for vulnerable populations in need of Medication Assisted Treatment (MAT); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

APPROVED the recommended action.

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5C)**Contracts 70 C-3596 Public Works Proj. 125 PW-978****5A. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF CONTRACT WITH ALL AMERICAN ASPHALT FOR THE 2024-2025 ANNUAL SLURRY SEAL PROJECT**

Recommended Action: 1) Adopt a resolution approving the plans and specifications for the 2024-2025 Annual Slurry Seal Project; 2) Award a contract to All American Asphalt in the amount of \$316,750; 3) Authorize contingency funds in the amount of \$35,000 in the same purchase order; 4) Authorize construction engineering funds in the amount of \$35,000; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 6) Authorize the City Manager and City Clerk to execute the contract.

Assistant Engineer Lee provided a report regarding the plans, specifications, and contract for the 2024-2025 Annual Slurry Seal Project. The 2024-2025 Annual Slurry Seal Project will include the slurry seal of existing residential streets, replacing traffic striping, and repaving curved roads. Work limits include Florence Avenue, Brenda Avenue, Belle Avenue, Myra Avenue, Miranda Avenue, Marcella Way, Marian Avenue, Greta Avenue, Hester Avenue, and Lorinda Avenue. The project was advertised for competitive bids on February 13, 2025, and six (6) bids were received and publicly opened on March 6, 2025. The apparent, lowest bidder was found to have a clerical error on the bid document that resulted in an incorrect total amount. After review, the lowest responsible bid was determined to have been submitted by All American Asphalt of Corona, CA, in the amount of \$316,750, possess the necessary licenses, and has successfully completed similar projects for the City and other cities such as Aliso Viejo, Manhattan Beach, and Riverside. Construction is anticipated to begin in April 2025 and completed by June 2025. It was recommended that the City Council award the contract for the Annual Slurry Seal Project to All American Asphalt and approve \$35,000 for construction engineering and \$35,000 for contingency funds.

MOTION: Hoque

SECOND: Sonne

AYES: Hoque, Sonne, Franco, Traut, Ahn

NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO.14964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING SPECIFICATIONS FOR 2024-2025 ANNUAL SLURRY SEAL PROJECT IN SAID CITY

Contracts 70 C-3597 Budgets 47 Public Works Proj. 125 PW-979

- 5B. PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP INC. FOR THE FRIENDSHIP PARK CONCEPTUAL PLANS AND COST ESTIMATE
Recommended Action: 1) Approve a Professional Services Agreement in the amount of \$101,265 with RJM Design Group, Inc. (RJM) for the Friendship Park Conceptual Plans and Cost Estimate Project; 2) Authorize the City Manager and City Attorney to make any necessary nonmonetary changes to the agreement; 3) Authorize the City Manager and the City Clerk to execute the agreement; and, 4) Appropriate \$101,300 from the undesignated General Fund balance to the Friendship Park Improvement Project account for the Conceptual Plans and Cost Estimate Project.

Assistant Engineer Lee provided a report regarding the approval of a Professional Services Agreement for the Friendship Park conceptual plans and cost estimate. Staff solicited proposals from four (4) consultants and received three (3) proposals on February 24, 2025. After staff evaluations and feedback from consultant references, staff recommends approving the agreement with RJM Design Group, Inc. in the amount of \$101,265. RJM Design Group, Inc. has demonstrated their qualifications, experience with similar projects, and expertise in park design for other cities. Assistant Engineer Lee highlighted that RJM Design Group, Inc. prepared and completed the City's Parks Master Plan, and developed the conceptual plan for Whitaker Park. The Friendship Park Conceptual Plans and Cost Estimate Project was not included in the budget; therefore, it was recommended that the City Council appropriate \$101,300 from the undesignated General Fund balance to the Friendship Park Improvement Project account for the Conceptual Plans and Cost Estimate Project.

Council Member Franco asked about the professional services agreement's coverage of the entire Friendship Park.

Assistant Engineer Lee confirmed that the professional services agreement presented would cover the conceptual plan for the entire park.

MOTION: Franco
SECOND: Ahn
AYES: Franco, Ahn, Hoque, Sonne, Traut
NOES: None

MOTION CARRIED to approve the recommended action.

City Council 55 Policies 186

- 5C. RESOLUTION APPROVING ADMINISTRATIVE POLICY NO. 300-15.2, SUPPORT OF LOCAL BUSINESSES AND DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) IN CITY PURCHASES
Recommended Action: 1) Adopt a Resolution approving Administrative Policy No. 300-16, Support of Local Businesses and Disabled Veteran Business Enterprises (DVBE) Policy in City purchases; 2) Authorize the City Manager's Office to issue Administrative Policy No. 300-15.2, Support of Local Businesses and Disabled Veteran Business Enterprises Policy, to provide local and disabled veteran businesses increased access to City business by encouraging the purchase of supplies, materials, equipment and non-professional services from businesses located within the City of Buena Park and state-certified Disabled Veteran Business Enterprises (DVBE); and, 3) Adopt an ordinance amending Chapter 3.28 (Purchasing Systems) of Title 3 (Revenue and Finance) of the Buena Park Municipal Code relating to local bidder preference.

Purchasing Manager Averell provided a report regarding Administrative Policy No. 300-15.2, Support of Local Businesses and Disabled Veteran Business Enterprises (DVBE) Policy in City purchases. Procuring supplies, materials, equipment, and non-professional services from local vendors, especially local businesses/disabled veteran businesses, located within the City of Buena Park helps to promote a healthy local economy and, therefore, benefits Buena Park residents as a whole. Purchasing Manager Averell discussed the matching preference and exceptions under the Administrative Policy. It was recommended that the City Council adopt a Resolution approving Administrative Policy No. 300-15.2, Support of Local Vendors and Disabled Veteran Business Enterprises (DVBE) Policy in City Purchases authorize the City Manager's Office to issue Administrative Policy No. 300-15.2, Support of Local Vendors and Disabled Veteran Business Enterprises (DVBE) Policy in City Purchases, to provide local and disabled veteran businesses increased access to City business by encouraging the purchase of supplies, materials, equipment and non-professional services from businesses located within the City of Buena Park and State-certified Disabled Veteran Business Enterprises (DVBE); and, adopt an ordinance amending Chapter 3.28 (Purchasing Systems) of Title 3 (Revenue and Finance) of the Buena Park Municipal Code relating to local bidder preference.

Council Member Franco asked about the consideration of a geographical qualifier – regional, or local preference for DVBEs.

Purchasing Manager Averell explained the matching preference applied to a local vendor, and a local vendor/DVBE. Moreover, a local vendor is considered a Buena Park business with a valid Business License.

MOTION: Hoque
SECOND: Franco
AYES: Hoque, Franco, Sonne, Traut, Ahn
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution and ordinance:

RESOLUTION NO.14965

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING ADMINISTRATIVE POLICY NO. 300-16 SUPPORTING LOCAL VENDORS AND DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) IN CITY PURCHASES

ORDINANCE NO.1750

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING CHAPTER 3.28 (PURCHASING SYSTEMS) OF TITLE 3 (REVENUE AND FINANCE) OF THE BUENA PARK MUNICIPAL CODE RELATING TO LOCAL BIDDER PREFERENCE

6. PUBLIC HEARING

No Public Hearing items.

7. MAYOR/CITY COUNCIL REPORTS AND CALENDAR

7A. REPORT

Council Member Hoque reported the following:

- February 12 Read Across America Week at Holder Elementary School
- February 12 Orchard View Gardens Grand Opening
- February 15 Americana Awards 50th Anniversary
- February 18 NOCC Birthday Celebration
- March 19 Centralia Elementary School's First Annual Leadership Day
- March 19 OC Sanitation District Strategic Board Meeting
- March 20 OC Mosquito and Vector Control District Board Meeting

Council Member Hoque thanked Street Maintenance Superintendent Porter and his team for planting more trees in District 4. Also, Council Member Hoque calendared the following items: 1) business visitation program for each Council district; and, 2) public safety upgrades at San Rio Drive and San Rolando Circle.

Council Member Sonne reported the following:

- March 12 Orchard View Gardens Grand Opening
- March 13 – 15 CivicWell Policymakers Conference
- March 18 AMWAY Community Meeting
- March 19 Centralia Elementary School's First Annual Leadership Day
- March 19 SCE GAP/CAP Meeting on Wildfire and Windstorm Response and Recovery
- March 21 OCPA Strategic Plan Update Workshop
- March 22 Eagle Scout Court of Honor Ceremony
- March 25 OCPA Legislative Staffers Luncheon
- March 25 OCPA Pop Up Event at Buena Park Community Center

Council Member Sonne reported attending the 2025 CivicWell Policymakers Conference and was elected as Treasurer to the Board. Council Member Sonne discussed one of the themes of the conference which was *Building Civic Capital*; and, takeaways from sessions that she attended. In subsequent City Council meetings, Council Member Sonne indicated that she plans to agendize items in relation to the matters brought forward during the conference that will benefit Buena Park residents. Council Member Sonne also reported attending the OCPA Board meeting held on March 10, 2025, wherein OCPA staff presented the mid-year budget. Staff emphasized that OCPA collects revenue solely from electricity generation which allows the agency to offer more affordable rates to its customers. Moreover, reported attending the OCPA Strategic Plan Update Workshop held on March 21, 2025. The Board discussed OCPA's priorities for the coming year and reviewed the agency's strategic plan to ensure ongoing alignment with the Board and staff to achieve goals.

Council Member Franco reported the following:

- March 12 Orchard View Gardens Grand Opening
- March 13 – 15 CivicWell Policymakers Conference
- March 18 AMWAY Community Meeting
- March 25 Read Across America Week at Corey Elementary School

Council Member Franco reported attending the 2025 CivicWell Policymakers Conference and his takeaways from the sessions. Additionally, he announced that he will be hosting a Town Hall meeting on Saturday, April 12, 2025, 10:00 a.m. at the American Legion Post 54; invited the community to a Citywide Yard Sale that will be happening on Saturday, April 12, 2025; and, encouraged the residents to participate in Cool OC's survey on air quality. Lastly, Council Member Franco calendared a schedule on planting more trees Citywide.

Vice Mayor Traut reported the following:

- March 12 Orchard View Gardens Grand Opening
- March 12 – 22 Sister City and Friendship City Trip

Vice Mayor Traut provided a brief insight about the recent City of Buena Park delegation's trip to Sister City Seongbuk-Gu and Friendship City Ansan, South Korea with potential new businesses that will be coming to Buena Park. Vice Mayor Traut thanked Mayor Ahn, Director of Community Services Box, Management Analyst Yoon, Sister City Foundation members, and Buena Park High School students for their participation. There were also meetings with the City's Sister City and Friendship City regarding funding for some aspects of the Friendship Park.

Mayor Ahn reported the following:

- March 12 Orchard View Gardens Grand Opening
- March 12 – 22 Sister City and Friendship City Trip

Mayor Ahn shared a brief overview of the City of Buena Park delegation's trip to Sister City Seongbuk-Gu and Friendship City Ansan, South Korea, and indicated that a report regarding the said trip will be shared with the public at a subsequent City Council meeting. Also, Mayor Ahn commended Management Analyst Yoon for her assistance with translation and coordinating during the trip.

8. RECESS/RECONVENE

Mayor Ahn recessed the meeting at 5:52 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 6:06 p.m.

9. STUDY SESSION (9A – 9D)

9A. DISCUSS AND PROVIDE DIRECTION REGARDING A SUBCONTRACTORS DISCLOSURE ORDINANCE

Discuss adoption of an ordinance requiring contractors to disclose information about subcontractors working on private construction projects permitted by the City.

Director of Public Works/City Engineer Mikhael provided a report regarding a potential adoption of an ordinance requiring contractors to disclose information about subcontractors working on private construction projects permitted by the City. A Subcontractor Disclosure Ordinance (or Subcontractor Transparency Ordinance) requires any contractors performing work in the jurisdiction to disclose any subcontractors that are involved in performing the work, as well as any pending or sustained violations by the contractor of the California Labor Code. Director of Public Works/City Engineer Mikhael discussed the current process for private construction projects; permits for private construction projects; grading permit issuance; encroachment permit issuance; and the proposed subcontractor disclosure ordinance. Moreover, the proposed Subcontractor Disclosure Ordinance would not apply to public works projects completed by the City, as the City already complies with the subcontractor disclosure and labor compliance provisions of California law. Instead, the Ordinance would make public works-type disclosure requirements applicable to private construction projects.

Council Member Franco asked the applicability of the ordinance to property owners remodeling their homes or building an ADU.

Vice Mayor Traut asked about the requirement for disclosure of state and federal labor code violations; intention to not pass on additional costs to builders; and, similarity of the proposed Subcontractor Disclosure Ordinance to that of the City of Anaheim's.

Mayor Ahn asked about the current process for conducting background checks for labor code violations; cities currently implementing a similar ordinance; and departments involved in the permit issuance process for private construction projects.

Director Mikhael explained that the components of the Subcontractor Disclosure Ordinance are dependent upon the City Council's discretion. If directed to move forward, staff will return with recommendations on components at a subsequent City Council meeting. Director Mikhael assured the City Council that the administration of the ordinance requires minimal cost. Additionally, the proposed Subcontractor Disclosure Ordinance is similar to that of the City of Anaheim's. The City of Anaheim already has an existing ordinance on the matter, and its City Council has ongoing discussion to modify some components in consideration of lessons-learned. If found that a contractor has outstanding labor code violations, the City could revoke the permit and the business license. The cities of Anaheim, Santa Ana and Irvine have an existing ordinance of subcontractor disclosure. Moreover, Director Mikhael discussed the involvement of the Community Development Department and Public Works Department in the process for private construction projects.

City Attorney Cardinale explained that labor code violations would have to be disclosed by the contractor. The City would only be involved if a subsequent investigation is conducted by the City or a complaint is received. Nevertheless, if a contractor does not comply with the disclosure requirement, then they would be in violation of the ordinance and would be required to abide by enforcement or remedial mechanism for noncompliance. Project owner, future employees and future workers would also be notified of the contractor's violation. If the City Council directs staff to proceed with the item, staff will return with components of the Subcontractor Disclosure Ordinance for City Council consideration.

Vice Mayor Traut indicated that the passing of the ordinance intends to promote transparency in the field, and to hire good actors. Moreover, Vice Mayor Traut recommended to proceed with a Subcontractor Disclosure Ordinance substantially similar to that of the City of Anaheim's as modified, and merge the City's existing permitting process with such Ordinance.

Bryan Farkas, Western States Regional Council of Carpenters representative, spoke in support of the item and its intention to discourage bad actors in the industry.

Mayor Ahn requested staff to ensure that the proposed ordinance would not affect the speed of developments in the City.

City Manager France requested the City Council establish a threshold project value for staff to incorporate into the Subcontractor Disclosure Ordinance.

Following the discussion, the City Council directed staff to return with a Subcontractor Disclosure Ordinance similar to that of the City of Anaheim's; merge the City's existing permitting process with such Ordinance; and, incorporate a project value threshold of five million dollars.

9B. DISCUSS AND PROVIDE DIRECTION REGARDING PARTICIPATION IN THE WYLAND NATIONAL MAYOR'S CHALLENGE FOR WATER CONSERVATION

Senior Management Analyst Fewer provided a report regarding an interest in the participation in the Wyland National Mayor's Challenge for Water Conservation. The National Mayor's Challenge for Water Conservation is a friendly national competition among cities to see who can be the most "water wise." Mayors across the United States challenge their residents to conserve water, energy, and other natural resources with a series of informative, easy-to-use pledges online. Cities with the highest rate of participation in various city population classes are eligible to win various prizes. In 2023, Laguna Beach was one of the top four U.S. cities that participated in the campaign. This year's campaign will be held from April 1-30. Senior Management Analyst Fewer explained that participation will include creating a Mayor's Statement or Video of Support for the initiative and promoting the campaign through the City's website, social media and other marketing strategies. The Wyland Foundation will also provide a media kit to assist with marketing and promotion. There is no fee to participate in this campaign. Staff sought City Council direction to participate in the campaign and engage local schools to promote the program.

Mayor Ahn and Council Member Sonne spoke in support of the Wyland National Mayor's Challenge for Water Conservation and the benefits of the City's participation to the community.

Following the discussion, the City Council directed staff to proceed with the City's participation in the Wyland National Mayor's Challenge for Water Conservation.

9C. DISCUSS AND PROVIDE DIRECTION REGARDING INCREASING FINES FOR ILLEGAL FIREWORKS

Council Member Sonne calendared a discussion about options for increasing fines for violating the City's prohibition on illegal fireworks.

City Attorney Cardinale provided a report regarding options for increasing fines for violating the City of Buena Park's prohibition on illegal fireworks. Over the past few years, there has been increased concern in the community regarding the dangers to persons and property created by the use of illegal fireworks in the City, and the City Council in turn has taken up this issue on several occasions. In 2022, the City Council adopted Ordinance No. 1703 amending Chapter 16.08 (Fireworks Sales) of the Buena Park Municipal Code to: (a) create social host liability for property owners allowing the discharge of illegal fireworks, and; (b) increase administrative fines for discharging illegal fireworks to one thousand dollars (\$1,000) per violation. Additionally, staff was directed to launch a public education campaign to increase public awareness about the dangers of illegal fireworks and the City's newly-adopted penalties for illegal fireworks usage. City Attorney Cardinale discussed a summary of applicable law related to illegal fireworks in California, and fines associated with it; Title 16 ("Fire Safety"), Chapter 16.08 ("Fireworks Sale") of the Buena Park Municipal Code consistent with California law; and, fireworks-related fines and penalties imposed by various cities throughout California. Staff sought City Council direction on whether or not to increase the penalties associated with illegal fireworks.

Council Member Sonne indicated her desire to prohibit the use and sale of all fireworks in Buena Park due to the increase in fire risk areas in California, its impact on air quality, and its risks for fires and injuries. Council Member Sonne sought City Council support to place a measure on the ballot regarding completely prohibiting fireworks in the City.

The City Council asked about a recommended appropriate fine to impose on illegal fireworks; number of citations issued and number of injuries associated with illegal fireworks in the City in the previous year; potential savings for the Police Department if fireworks were to be eliminated in the City; social host penalties; complaints and calls for service during the Fourth of July weekend on illegal fireworks; and, collection of fireworks citation fees.

City Attorney Cardinale stated that a recommended fine of two thousand dollars per violation is reasonable and is an amount advised by the state. City Attorney Cardinale also explained the social host penalty and penalties imposed by surrounding cities on such.

Police Chief Nunes stated that the Police Department issued 51 fireworks citations in the past year and an estimated \$40,000 was spent on Police Department staffing overtime specifically during the Fourth of July weekend. Police Chief Nunes also discussed the complaints and calls for service received by the department during such time, and provided a recommendation on expanding the window for repeat violation to 36 months, and an increase in fireworks-related fines and penalties.

Vice Mayor Traut spoke in support of expanding the window for repeat violators to 36 months, and in opposition to completely banning fireworks in the City. Nevertheless, if voters are to bring forward the same concerns regarding illegal fireworks, Vice Mayor Traut would consider placing such item on the ballot and letting the voters decide. Vice Mayor Traut also asked about examples of ballot measure initiatives succeeding in non-wildfire zones.

Council Member Sonne suggested increasing the initial fine to two thousand dollars and any subsequent fines to five hundred dollars for every repeat violation, and increasing the social host penalty to two thousand and five hundred dollars.

Council Member Franco also spoke in support of increasing the City's base fireworks fine to two thousand dollars.

Mayor Ahn suggested increasing any subsequent fines to one thousand dollars for every repeat violation.

Council Member Hoque spoke in support of Police Chief Nunes' recommendation to expand the window for repeat violators to 36 months, and an initial fee of one thousand dollars and increase in subsequent fines to one thousand dollars for every repeat violation.

Following the discussion, the City Council directed staff to retain the administrative fines for discharging illegal fireworks to one thousand dollars per violation; increase subsequent fines to one thousand dollars for every repeat violation; and, expand the window for repeat violators to 36 months.

9D. DISCUSS AND PROVIDE DIRECTION REGARDING THE SELECTION OF A DELEGATE AND ALTERNATE DELEGATE FOR THE APRIL 3, 2025, CITY SELECTION COMMITTEE SPECIAL MEETING

Senior Management Analyst Fewer provided a report regarding the City Selection Committee special meeting scheduled on Thursday, April 3, 2025. The special meeting is aimed to discuss the California State Senate Rules Committee's call for nominees for the South Coast Region of the Coastal Commission, and nominations for at least two regional City Council Members for these Coastal Commission seats are due no later than April 21, 2025. Senior Management Analyst Fewer indicated that Mayor Ahn is the default delegate for the City Selection Committee. Staff sought City Council confirmation of the Mayor as the delegate and asked for another council member to serve as the alternate delegate in their absence.

The City Council selected Mayor Ahn as the delegate and Vice Mayor Traut as the alternate delegate for the April 3, 2025, City Selection Committee Special Meeting.

10. CITY MANAGER REPORT

City Manager France reported the following:

- Community Yard Sale, Saturday, April 12, 2025, at Ehlers Event Center.

11. COMMISSION & COMMITTEE UPDATES

Assistant City Clerk Almquist had nothing to report.

12. ADJOURNMENT

There being no further business, Mayor Ahn adjourned the meeting at 7:29 p.m.

ATTEST:

Mayor

City Clerk

City Council Regular Meeting Agenda Report

B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4B.
Prepared By	Approved By
Sung Hyun, Director of Finance	Aaron France, City Manager
Presented By	
Sung Hyun, Director of Finance	

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

[Claims 429695-429915 reso.pdf](#)

[Claims 429695-429915 att1of2 resolist.pdf](#)

[Claims 429695-429915 att2of2 voids.pdf](#)

[Claims PR032125 reso.pdf](#)

[Claims PR032125 att1of1 resolist.pdf](#)

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$997,149.96 DEMAND NOS., 429695 THROUGH 429915 CANCELLED NOS 428222, 429298 AND 429587 VOIDS SEE ATTACHED LIST.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: That claims and demands Nos.429695 through 429915 the sum of \$997,149.96 set forth on the 17-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 03/26/2025
TIME: 17:30:48

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250313 00:00:00.000' and '20250326 00:00:00.000'
ACCOUNTING PERIOD: 9/25

FUND - 11 - GENERAL FUND

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1011	429298 V	02/26/25	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR/FEB-25	0.00	-438.90
1011	429587 V	03/12/25	10014024	ANIL G. PATEL & KIRAN A.	732044	MOTEL BRIDGE HOUSING	0.00	-700.00
1011	429695	03/26/25	00000330	A & A WIPING CLOTH INC	11	RAGS COLORED KNIT SELE	120.90	1,680.90
1011	429696	03/26/25	10003451	A T & T	650302	25082759691016 MAR25	0.00	86.02
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1011	429700	03/26/25	10003794	A T & T	170670	9391026107 FEB-25	0.00	31.65
1011	429700	03/26/25	10003794	A T & T	170670	9391026052 FEB-25	0.00	31.83
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1011	429700	03/26/25	10003794	A T & T	170670	9391031461 FEB-25	0.00	31.85
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1011	429700	03/26/25	10003794	A T & T	170670	9391026093 FEB-25	0.00	31.85
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1011	429700	03/26/25	10003794	A T & T	170670	9391026100 FEB-25	0.00	61.75
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SUNGARD PUBLIC SECTOR
DATE: 03/26/2025
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CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250313 00:00:00.000' and '20250326 00:00:00.000'
ACCOUNTING PERIOD: 9/25

FUND - 11 - GENERAL FUND

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1011	429700	03/26/25	10003794	A T & T	650302	9391026075 FEB-25	0.00	41.40
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1011	429700	03/26/25	10003794	A T & T	650302	9391026090 FEB-25	0.00	92.38
1011	429700	03/26/25	10003794	A T & T	650302	9391026064 FEB-25	0.00	121.93
1011	429700	03/26/25	10003794	A T & T	650302	9391026059 FEB-25	0.00	152.04
1011	429700	03/26/25	10003794	A T & T	650302	9391026092 FEB-25	0.00	213.13
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1011	429700	03/26/25	10003794	A T & T	650302	9391063673 FEB-25	0.00	1,216.40
1011	429700	03/26/25	10003794	A T & T	650302	9391065061 FEB-25	0.00	1,258.79
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1011	429700	03/26/25	10003794	A T & T	170670	9391055764 FEB-25	0.00	462.23
1011	429700	03/26/25	10003794	A T & T	170670	9391036451 FEB-25	0.00	497.41
1011	429700	03/26/25	10003794	A T & T	170670	9391036465 MAR-25	0.00	463.80
TOTAL CHECK							0.00	8,962.16
1011	429701	03/26/25	10004247	A T & T MOBILITY	275105	287306643033 MAR-25	0.00	40.24
1011	429702	03/26/25	10014180	KIMBERLY ABIDO	11	REF/DEPOSIT RT#R11779	0.00	500.00
1011	429703	03/26/25	00010359	ADMINISURE INC	107410	ADM WKS COMP/APRIL-25	0.00	11,676.00
1011	429704	03/26/25	00003929	AFLAC	73	FEB-25 CHARGES	0.00	5,808.18
1011	429705	03/26/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP B VAC/PHYS/MAR-25	0.00	1,502.00
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	SUNSCREEN LOTION SPF 3	6.74	93.74
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	SHIPPING & HANDLING	0.00	3.17
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	SHIPPING & HANDLING	0.00	28.17
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	SHIPPING & HANDLING	0.00	56.35
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	SHIPPING & HANDLING	0.00	29.09
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	GLASSES SAFETY CLEAR F	45.01	625.81
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	GLASSES SAFETY GRAY FO	16.88	234.68
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	GLOVE MAXIFLEX III X-L	59.93	833.21
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	GLOVE MAXIFLEX III X-L	59.93	833.21
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	GLOVE MAXIFLEX III X-L	119.86	1,666.42
1011	429706	03/26/25	00002907	AIRGAS SAFETY	11	SHIPPING & HANDLING	0.00	28.17
TOTAL CHECK							308.35	4,432.02
1011	429707	03/26/25	00001993	ALIN PARTY SUPPLY INC.	275140	SPRING EGG	0.00	255.65
1011	429707	03/26/25	00001993	ALIN PARTY SUPPLY INC.	275140	SPRING EGG DECORATION	0.00	89.83
TOTAL CHECK							0.00	345.48
1011	429708	03/26/25	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD/FEB-25	0.00	10,248.86

SUNGARD PUBLIC SECTOR
DATE: 03/26/2025
TIME: 17:30:48

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250313 00:00:00.000' and '20250326 00:00:00.000'
ACCOUNTING PERIOD: 9/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429709	03/26/25	10013705	ALL PRO BEVERAGE, INC.	170670	COFFEE MACHINE/MAR-25	0.00	210.11
1011	429710	03/26/25	10012598	UNIVERSAL BUILDING MAINT	860810	FLOOR SERVICE	0.00	950.00
1011	429711	03/26/25	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL CONT/FEB-25	0.00	36,848.48
1011	429712	03/26/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	SPEC.LEGAL/DEC-24	0.00	262.00
1011	429712	03/26/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEA.LAW COSTA/DEC-24	0.00	509.52
1011	429712	03/26/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	RETAINER/DEC-24	0.00	22,500.00
TOTAL CHECK							0.00	23,271.52
1011	429713	03/26/25	00006012	AMBIUS INC	170670	PLANT SERVICE/MAR-25	0.00	359.44
1011	429714	03/26/25	00009015	TAJEN GRAPHICS, INC	275210	POSTER ART EXHIBIT	0.00	103.44
1011	429715	03/26/25	10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	347.91
1011	429716	03/26/25	10006864	SELF INSURED SERVICES CO	73	DENTAL/MAR-25	0.00	23,555.70
1011	429717	03/26/25	10007684	BEST LAWNMOWER, INC	352363	BATTERY GENERATOR	0.00	133.14
1011	429718	03/26/25	00000423	BOYS & GIRLS CLUB OF BUE	275135	GYM USE 1/27-3/13/25	0.00	1,000.00
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	352363	#PC61P / PC54 MIX LT.	29.44	409.44
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	352363	#PC61LS / PC54LS MIX L	13.18	183.18
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	352363	#K469 SPORK-TEX POLO	5.81	80.81
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	352363	#K469 SPORK-TEX POLO	3.88	53.88
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	352363	#K469 SPORT-TEX POLO	9.69	134.69
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	352363	#STC22 SPORT TEX HATS	46.50	646.50
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	352363	UPCHARGES 2XL	3.26	45.26
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	352363	UPCHARGES 3XL	4.65	64.65
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	731105	SET UP CHARGE FOR EMBR	3.87	53.87
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	731105	#LOG170 BLACKTOP EMBRO	10.85	150.85
1011	429719	03/26/25	00000011	MANHATTAN STITCHING COMP	731105	#OG170 BLACKTOP WITH	8.14	113.14
TOTAL CHECK							139.27	1,936.27
1011	429720	03/26/25	10013147	BRODMANN BROTHER'S, INC.	126128	HIP-202413 CASTILLO	0.00	36,552.00
1011	429720	03/26/25	10013147	BRODMANN BROTHER'S, INC.	126128	HIP-202415 CHEN	0.00	9,000.00
TOTAL CHECK							0.00	45,552.00
1011	429721	03/26/25	00000015	BUENA PARK LOCK & KEY SH	171710	LOCK REPAIR	0.00	70.39
1011	429722	03/26/25	00000759	BUENA PARK PLAQUE & TROP	275140	SPRING EGG BANNER	0.00	1,616.25
1011	429722	03/26/25	00000759	BUENA PARK PLAQUE & TROP	11	MILITARY BANNER	0.00	1,050.56
1011	429722	03/26/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	22.63
TOTAL CHECK							0.00	2,689.44
1011	429723	03/26/25	10014190	CA DEPT OF JUSTICE	650302	FINGERPRINT/DEC-24	0.00	17.00
1011	429724	03/26/25	10014194	CABLECOM LLC	11	REF/E23-0061/7831 ART	0.00	500.00
1011	429725	03/26/25	10007282	CALBO	731150	ALEX LESTER 03/12/25	0.00	85.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429726	03/26/25	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS 2/25	0.00	1,826.64
1011	429727	03/26/25	00000337	CERTIFIED FOLDER DISPLAY	995100	TRAVL GUIDE/FEB-25	0.00	795.96
1011	429728	03/26/25	10012931	CHARTER COMMUNICATIONS	275305	222866301 MAR-25	0.00	1,099.00
1011	429729	03/26/25	10012931	CHARTER COMMUNICATIONS	650302	187624701 MAR-25	0.00	181.18
1011	429730	03/26/25	10012931	CHARTER COMMUNICATIONS	170670	188670701 MAR-25	0.00	825.47
1011	429731	03/26/25	10012931	CHARTER COMMUNICATIONS	650302	188676101 MAR-25	0.00	1,099.00
1011	429732	03/26/25	10012931	CHARTER COMMUNICATIONS	650302	188676401 MAR-25	0.00	12.50
1011	429733	03/26/25	10012931	CHARTER COMMUNICATIONS	170670	188676501 MAR-25	0.00	825.47
1011	429734	03/26/25	10012931	CHARTER COMMUNICATIONS	106132	238/27201 MAR-25	0.00	540.00
1011	429735	03/26/25	10012931	CHARTER COMMUNICATIONS	650302	238915001 MAR-25	0.00	476.31
1011	429736	03/26/25	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.49
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	179.19
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	109.29
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	501.57
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	109.29
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	519.02
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	179.19
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	501.85
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	558.37
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	109.29
1011	429737	03/26/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/FEB-25	0.00	109.29
TOTAL CHECK							0.00	2,876.35
1011	429738	03/26/25	10012206	MOSHE CIRT	631140	ADM CIT REF/BP-16854	0.00	100.00
1011	429739	03/26/25	10011435	CLEAN DIESEL SPECIALISTS	171710	DIESEL SMOG	0.00	159.70
1011	429739	03/26/25	10011435	CLEAN DIESEL SPECIALISTS	171710	DIESEL SMOG	0.00	159.70
TOTAL CHECK							0.00	319.40
1011	429740	03/26/25	10014184	CLEARSTREAM RECYCLING	11	OFF SET SALES TAX	0.00	-278.61
1011	429740	03/26/25	10014184	CLEARSTREAM RECYCLING	160109	SALES TAX	0.00	278.61
1011	429740	03/26/25	10014184	CLEARSTREAM RECYCLING	160109	TRASH BINS	0.00	717.00
1011	429740	03/26/25	10014184	CLEARSTREAM RECYCLING	731105	TRASH BINS	0.00	3,353.00
TOTAL CHECK							0.00	4,070.00
1011	429741	03/26/25	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING 2/25	0.00	3,172.50
1011	429742	03/26/25	00005774	THE CODE GROUP, INC.	731150	DANNY RODRIGUEZ/FEB25	0.00	5,510.00
1011	429743	03/26/25	10006011	COMMERCIAL CONTROLS CORP	650303	PD ACCESS/MARCH-25	0.00	2,400.00

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1011	429744	03/26/25	10004317	CONCENTRA HEALTH SERVICE	121110	2 DRUG TEST BUNDLED	0.00	128.00
1011	429745	03/26/25	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/FEB-25	0.00	200.00
1011	429746	03/26/25	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR/MAR-25	0.00	438.90
1011	429747	03/26/25	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR/FEBRUARY-25	0.00	438.90
1011	429748	03/26/25	10002389	COUNTY OF ORANGE TREASUR	650302	OCATS ROUTER/FEB-25	0.00	1,129.32
1011	429749	03/26/25	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS/FEB-25	0.00	2,497.00
1011	429750	03/26/25	10000671	COOPERATIVE PERSONNEL SE	121110	BAS CLERICAL/JAN-25	0.00	-70.00
1011	429750	03/26/25	10000671	COOPERATIVE PERSONNEL SE	121110	MAINT.WK EXAM/MAR-25	0.00	1,892.00
TOTAL CHECK							0.00	1,822.00
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650407	UNIFORMS	0.00	606.35
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	258.60
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	293.61
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650402	UNIFORMS	0.00	155.58
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	258.60
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	265.20
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	301.22
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	99.36
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	43.12
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	41.72
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	277.62
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	57.46
1011	429751	03/26/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	1,569.05
TOTAL CHECK							0.00	4,227.49
1011	429752	03/26/25	10011360	DENNIS KARL BATCHELOR	275150	ASSIGN 1/21-2/27/25	0.00	630.00
1011	429753	03/26/25	00002728	DANIELS TIRE SERVICE	171710	TIRES	0.00	321.77
1011	429754	03/26/25	10007373	DAYLE MCINTOSH CENTER	651611	TECH ASSIST FEE	0.00	250.00
1011	429755	03/26/25	10013648	DB SERVICE CENTER, INC.	560231	STARTER/GX200 3/4 PTO	0.00	592.63
1011	429756	03/26/25	10014189	RICARDO DE LA CRUZ	171710	ANN TOOL REIMB 24-25	0.00	300.00
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	DELL LATITUDE 5550	0.00	4,712.44
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	DELL THUNDER BOLT 4 DO	0.00	404.98
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	DELL PREMIER MULTI-DEV	0.00	126.42
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	ENVIRONMENTAL FEE	0.00	20.00
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	TAX	0.00	328.94
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	DELL 24 MONITOR-P2425H	0.00	5,598.17
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	DELL 27 MONITOR-P2725H	0.00	2,427.90
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	TAXES	0.00	622.03
1011	429757	03/26/25	00000741	DELL MARKETING L P	126143	ENVIRONMENTAL FEES	0.00	290.00
TOTAL CHECK							0.00	14,530.88

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1011	429758	03/26/25	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE	0.00	125.00
1011	429758	03/26/25	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE	0.00	125.00
1011	429758	03/26/25	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE	0.00	225.00
1011	429758	03/26/25	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE	0.00	225.00
1011	429758	03/26/25	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE	0.00	225.00
TOTAL CHECK							0.00	925.00
1011	429759	03/26/25	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/FEB-25	0.00	373.00
1011	429760	03/26/25	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/FEB-25	0.00	1,893.00
1011	429760	03/26/25	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/FEB-25	0.00	196.00
TOTAL CHECK							0.00	2,089.00
1011	429761	03/26/25	10008875	THOMAS F. DONINI	275315	DJ SVC 04/05/25	0.00	400.00
1011	429762	03/26/25	00000035	DOOLEY ENTERPRISES INC	650208	AMMUNITION/MAR-25	0.00	426.69
1011	429763	03/26/25	10014185	JESUS DURAN	875805	REF/DEPOSIT RT#R11717	0.00	158.00
1011	429763	03/26/25	10014185	JESUS DURAN	11	REF/DEPOSIT RT#R11717	0.00	500.00
TOTAL CHECK							0.00	658.00
1011	429764	03/26/25	10012329	ECO-NOMICS, INC.	190137	EDIBLE FOOD/FEB-25	0.00	11,097.32
1011	429765	03/26/25	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	1,204.92
1011	429765	03/26/25	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	1,776.00
TOTAL CHECK							0.00	2,980.92
1011	429766	03/26/25	00000039	ENTENMANN ROVIN COMPANY	650208	FLAT BADGE BP#1188	0.00	154.05
1011	429767	03/26/25	00000797	MARIA ESQUETINI	650404	REIMB/CALNENA CF-25	0.00	1,432.20
1011	429768	03/26/25	10014182	JAEME ESTERA	11	RF#E24-0297/7923 CYCL	0.00	100.00
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	VERONICA JONES/FEB-25	0.00	359.00
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	RODERICK LANE, JR.	0.00	597.15
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	KIM KOMAROMI/DEC-24	0.00	4,042.00
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	KIM KOMAROMI/FEB-25	0.00	6,986.50
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	MARION REYNOLDS/FEB25	0.00	2,375.38
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	JESSICA JONES/FEB-25	0.00	2,730.50
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	JORDAN BARBA/FEB-25	0.00	2,937.00
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	MICHAEL GRACE/JAN-25	0.00	2,859.15
1011	429769	03/26/25	10008311	EVERETT DOREY, LLP	107420	KIM KOMAROMI/JAN-25	0.00	3,184.70
TOTAL CHECK							0.00	26,071.38
1011	429770	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	2,797.71
1011	429770	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	283.98
1011	429770	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	528.20
1011	429770	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	484.19
1011	429770	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	BACKFLOW REPLACEMENT	0.00	2,700.58
1011	429770	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	2,772.68
TOTAL CHECK							0.00	9,567.34

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1011	429771	03/26/25	00008579	EXPERIAN INFORMATION	SOL 650105	CIS ONLINE/FEB-25	0.00	77.48
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	OIL FILTER	0.00	6.45
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	MOTOR OIL	0.00	86.89
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	BATTERY	0.00	193.75
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	OIL FILTERS	0.00	12.89
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AIR FILTER	0.00	15.99
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	STOCK ORDER	0.00	29.86
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	REAR SHOCKS	0.00	159.47
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	OIL FILTER	0.00	12.89
1011	429772	03/26/25	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	OIL FILTER	0.00	30.54
TOTAL	CHECK						0.00	548.73
1011	429773	03/26/25	10003690	FAIR HOUSING FOUNDATION	732040	REIMB/FEBRUARY-2025	0.00	1,302.85
1011	429774	03/26/25	10013544	FENTANYL SOLUTION.ORG	651617	OPIOID TREATMNT/FEB25	0.00	11,727.25
1011	429775	03/26/25	10008558	BYRON FERGUSON	275135	YT OFFIC 3/5-15/25	0.00	1,520.00
1011	429776	03/26/25	00003881	FERGUSON ENTERPRISES, IN	352363	CUTTING OIL	0.00	67.06
1011	429777	03/26/25	10007059	FIVESTAR RUBBER STAMP ET	160105	BADGES	0.00	20.77
1011	429777	03/26/25	10007059	FIVESTAR RUBBER STAMP ET	275110	BADGES	0.00	12.27
TOTAL	CHECK						0.00	33.04
1011	429778	03/26/25	10003190	FOOD 4 LESS	732044	HOMELESS OUTREACH	0.00	205.91
1011	429778	03/26/25	10003190	FOOD 4 LESS	275405	LYSOL WIPES	0.00	31.00
1011	429778	03/26/25	10003190	FOOD 4 LESS	275605	PROGRAM SUPPLIES	0.00	154.32
TOTAL	CHECK						0.00	391.23
1011	429779	03/26/25	10014188	FORMSTACK, LLC	352267	FORMS MANG FY25-26	0.00	4,489.82
1011	429780	03/26/25	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	50.00
1011	429781	03/26/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN WELL	0.00	1,573.15
1011	429781	03/26/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO WELL	0.00	220.89
1011	429781	03/26/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY WELL	0.00	262.91
1011	429781	03/26/25	00000046	FULLER ENGINEERING INC	352363	CL2 BOIS WELL	0.00	1,131.38
TOTAL	CHECK						0.00	3,188.33
1011	429782	03/26/25	00006581	FURLONG & FURLONG ASSOC	121110	#HR-001 - NO. 10 WHITE	22.32	310.32
1011	429782	03/26/25	00006581	FURLONG & FURLONG ASSOC	650604	FREIGHT	0.00	54.31
TOTAL	CHECK						22.32	364.63
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	352363	LINDEN TANK	0.00	21.55
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	352363	LINDEN ROOF	0.00	63.68
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	352363	RESERVOIR MTC	0.00	45.21
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	29.47
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	86.19
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	171.21
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	175.23

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	33.53
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	47.50
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	167.78
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	16.58
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	235.65
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	275160	GYM SUPPLIES	0.00	8.61
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	560640	CLAMP	0.00	9.63
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	275135	YOUTH SPORTS	0.00	57.08
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	275160	SCREWS	0.00	0.69
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	275140	SPRING EGG	0.00	77.52
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	302.09
1011	429783	03/26/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	94.83
TOTAL CHECK							0.00	1,644.03
1011	429784	03/26/25	10013966	ICC CODIFICATION, INC	115110	SUPPLEMENT PAGES	0.00	1,479.50
1011	429785	03/26/25	00003646	GENERAL PUMP COMPANY INC	52	PMT#1 RETENTION	0.00	-2,051.05
1011	429785	03/26/25	00003646	GENERAL PUMP COMPANY INC	396855	HOLDER WELL/FEB-25	0.00	41,021.00
TOTAL CHECK							0.00	38,969.95
1011	429786	03/26/25	10011838	GEORGE HILLS COMPANY, IN	107420	SKIP TRACE FEES/FEB25	0.00	97.61
1011	429787	03/26/25	10001832	GHD INC	11	6001 BEACH/AUG-24	0.00	1,940.38
1011	429787	03/26/25	10001832	GHD INC	11	6870 NAOMI/FEB-25	0.00	48.88
1011	429787	03/26/25	10001832	GHD INC	11	6302 LOS ROBLES/FEB25	0.00	97.75
1011	429787	03/26/25	10001832	GHD INC	11	6001 BEACH/SEPT-24	0.00	612.13
1011	429787	03/26/25	10001832	GHD INC	11	6100-6172 BEACH/MAR25	0.00	178.25
1011	429787	03/26/25	10001832	GHD INC	11	6050 BEACH/MAR25	0.00	178.25
1011	429787	03/26/25	10001832	GHD INC	11	6302 LOS ROBLES/MAR25	0.00	178.25
1011	429787	03/26/25	10001832	GHD INC	11	6245 AUTO CTR/MAR25	0.00	534.75
TOTAL CHECK							0.00	3,768.64
1011	429788	03/26/25	10014170	MARIE DICKENSON	275140	ZOO/PONY RIDE/EGGST25	0.00	3,500.00
1011	429789	03/26/25	10004074	GLOBAL TECHNOLOGY SYSTEM	650208	BATTERIES MOTOROLA	0.00	3,895.89
1011	429790	03/26/25	10011830	GOLDEN STATE COMMUNICATI	650603	2 WY RADIO APR-JUN-25	0.00	840.00
1011	429791	03/26/25	10014191	ALEIX ROBLED0 GOMEZ	631140	ADM CIT REF/BP-10557	0.00	100.00
1011	429792	03/26/25	10007739	OSCAR GONZALEZ	650407	TACT OPER 4/28-29/25	0.00	312.00
1011	429793	03/26/25	10006406	GRAFIX SYSTEMS	171710	DECALS	0.00	414.84
1011	429794	03/26/25	00000055	GRAINGER INC	170670	HARDWARE PLUMBING	0.00	588.45
1011	429794	03/26/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	337.80
1011	429794	03/26/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	-223.62
1011	429794	03/26/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	226.06
1011	429794	03/26/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	1,033.50
1011	429794	03/26/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	296.70
1011	429794	03/26/25	00000055	GRAINGER INC	11	HEAD MOP WET 24 OZ STR	50.27	698.87
1011	429794	03/26/25	00000055	GRAINGER INC	11	LUBRICANT WD40 12 OZ S	51.74	719.42

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429794	03/26/25	00000055	GRAINGER INC	11	PAINT SPRAY MARKING WH	10.90	151.54
1011	429794	03/26/25	00000055	GRAINGER INC	11	PAINT SPRAY GRAY PRIME	7.52	104.60
1011	429794	03/26/25	00000055	GRAINGER INC	11	PAINT SPRAY WHITE GLOS	12.29	170.81
1011	429794	03/26/25	00000055	GRAINGER INC	11	BATTERY AA DURACELL	23.65	328.75
1011	429794	03/26/25	00000055	GRAINGER INC	11	BATTERY AAA DURACELL	34.65	481.65
1011	429794	03/26/25	00000055	GRAINGER INC	352363	SPRINKLER RESERVOIR	0.00	131.76
1011	429794	03/26/25	00000055	GRAINGER INC	171710	HOSE REEL	0.00	371.28
TOTAL CHECK							191.02	5,417.57
1011	429795	03/26/25	10000173	OC HUMAN RELATIONS COUNC	650402	CITY DUES/FY 25-26	0.00	5,927.00
1011	429796	03/26/25	10012288	HASA INC.	860820	POOL MAINT	0.00	950.00
1011	429796	03/26/25	10012288	HASA INC.	860810	POOL MAINT	0.00	1,150.00
TOTAL CHECK							0.00	2,100.00
1011	429797	03/26/25	10014178	HAZELWOOD, TED & OANH	52	UB REFUND	0.00	200.00
1011	429798	03/26/25	10006460	JUDITH STEPHANIE HERZ	275210	CHORUS DIR/FEB-25	0.00	110.00
1011	429799	03/26/25	10003061	HIGGINS ENVIRONMENTAL IN	170670	RANGE MAINT	0.00	3,962.82
1011	429800	03/26/25	10014162	HIMES, JULIA	52	UB REFUND	0.00	8.09
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	275405	BPCC FACILITY SUPPLYS	0.00	200.80
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	170670	HARDWARE PLUMBING	0.00	60.38
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	12.91
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	SMALL TOOLS	0.00	19.36
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	73.14
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	GRASS SEED	0.00	22.58
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	RESERVOIR LEAK	0.00	47.89
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	RESERVOIR REPAIR	0.00	290.02
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	860815	GRAFFITI	0.00	155.60
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	202.09
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	RESERVOIR MAINT	0.00	171.92
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	RESERVOIR MAINT	0.00	227.20
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	76.46
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	160105	HARDWARE SUPPLIES	0.00	27.25
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	170670	HARDWARE PLUMBING	0.00	78.93
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	107.72
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	177.52
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	347.69
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	56.95
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	170670	HARDWARE PLUMBING	0.00	339.85
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	275405	VACUUM	0.00	268.30
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	STORAGE RACKS	0.00	210.08
1011	429802	03/26/25	00000057	HOME DEPOT / GECF	352363	STORAGE RACKS	0.00	223.59
TOTAL CHECK							0.00	3,398.23
1011	429803	03/26/25	10014186	OMAR HOURY	11	REF/DEPOSIT RT#R12085	0.00	500.00
1011	429804	03/26/25	10009091	HUE C LUU	731150	ENG SVC/MAR-25	0.00	7,150.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429805	03/26/25	10009556	INNOVATIVE DESIGN & SHEE	171710	POLICE CAR UPFITTING F	1,437.86	20,322.97
1011	429806	03/26/25	10014071	INTERINDUSTRY SOLUTIONS	560211	TYPE 1 BARRICADE (ALL	235.22	3,270.22
1011	429806	03/26/25	10014071	INTERINDUSTRY SOLUTIONS	560211	ONE TIME STENCIL SET U	2.71	37.71
TOTAL	CHECK						237.93	3,307.93
1011	429807	03/26/25	00000819	INTOXIMETERS INC.	650402	#22-0080-01 - DRY GAS	28.56	397.06
1011	429807	03/26/25	00000819	INTOXIMETERS INC.	650402	FREIGHT	0.00	82.00
TOTAL	CHECK						28.56	479.06
1011	429808	03/26/25	00010018	JOSEPH M JACKSON	275120	STICK MOVE/WINTER-25	0.00	259.35
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	RIVETS	0.00	23.65
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	V-BOLTS	0.00	91.13
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	103.10
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-64.00
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	81.91
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	189.83
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	HEAT LAMPS	0.00	332.17
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	FUEL FILTER	0.00	36.15
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	181.87
1011	429809	03/26/25	00009561	TRADITIONAL AUTO SUPPLY	171710	V-BOLTS	0.00	7.75
TOTAL	CHECK						0.00	983.56
1011	429810	03/26/25	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	654.30
1011	429810	03/26/25	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	420.00
TOTAL	CHECK						0.00	1,074.30
1011	429811	03/26/25	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	2,918.44
1011	429811	03/26/25	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	1,404.27
TOTAL	CHECK						0.00	4,322.71
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	631140	CODE ENF/FEB-25	0.00	2,880.00
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	631140	6712 HIGHLAND/FEB-25	0.00	50.00
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	631140	7555 MEXICO WY/FEB-25	0.00	25.00
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/FEB-25	0.00	4,500.00
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	631140	6121 HOMEWOOD/FEB25	0.00	150.00
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	631140	7182 EL VERANO/FEB-25	0.00	190.00
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/FEB-25	0.00	225.00
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/FEB25	0.00	430.00
1011	429812	03/26/25	00000674	RICHARD D. JONES A PROF.	631140	7522 9TH ST/FEB-25	0.00	507.25
TOTAL	CHECK						0.00	8,957.25
1011	429813	03/26/25	10014197	JONES, KELLY	52	UB REFUND	0.00	30.00
1011	429815	03/26/25	00000054	TED JONES FORD INC.	171710	BATTERY	0.00	86.99
1011	429815	03/26/25	00000054	TED JONES FORD INC.	171710	VALVE HOSE	0.00	229.64
1011	429815	03/26/25	00000054	TED JONES FORD INC.	171710	PLASTIC SHIELD	0.00	173.24
1011	429815	03/26/25	00000054	TED JONES FORD INC.	171710	IGNITION COILS	0.00	299.74
1011	429815	03/26/25	00000054	TED JONES FORD INC.	171710	SPARK PLUGS	0.00	368.56
1011	429815	03/26/25	00000054	TED JONES FORD INC.	171710	ALTERNATOR	0.00	821.05
1011	429815	03/26/25	00000054	TED JONES FORD INC.	171710	MOTOR MOUNT	0.00	112.60

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	2,091.82
1011	429816	03/26/25	10014187	SETTIA KIM	11	REF DEPOSIT RT#R11294	0.00	500.00
1011	429817	03/26/25	00009647	KIMBALL MIDWEST	171710	HARDWARE	0.00	281.38
1011	429818	03/26/25	10013454	KRAZAN & ASSOCIATES, INC	290150	LAB TESTS PER PSA25-04	0.00	8,950.00
1011	429819	03/26/25	10014183	LESLIE LAW FIRM	107420	RODERICK LANE,JR.	0.00	15,000.00
1011	429820	03/26/25	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICAL SUPPLIES	0.00	802.46
1011	429820	03/26/25	00000069	LESLIE'S POOL SUPPLIES I	860820	POOL HARDWARE	0.00	970.31
TOTAL CHECK							0.00	1,772.77
1011	429821	03/26/25	00000077	LU'S LIGHTHOUSE INC	171710	RELAYS	0.00	94.71
1011	429821	03/26/25	00000077	LU'S LIGHTHOUSE INC	171710	BULBS	0.00	34.65
TOTAL CHECK							0.00	129.36
1011	429822	03/26/25	00003268	LYNN PEAVEY CORPORATION	650604	ITEM # 06300, ADJUSTA	38.75	538.75
1011	429822	03/26/25	00003268	LYNN PEAVEY CORPORATION	650604	ITEM # 05855, KNIFE BO	3.72	51.72
1011	429822	03/26/25	00003268	LYNN PEAVEY CORPORATION	650604	FREIGHT	0.00	41.55
TOTAL CHECK							42.47	632.02
1011	429823	03/26/25	10004246	M & M LIFTS, INC	171710	HOSE RAM REPAIR	0.00	12,876.83
1011	429824	03/26/25	00002066	M.J. ELLS GENERAL CONTRA	106131	WATER LEAK INSPECT	0.00	1,575.00
1011	429825	03/26/25	10011954	MARK THOMAS & COMPANY	160105	BEL AIR/FINAL SEPT-24	0.00	9,056.06
1011	429826	03/26/25	10012134	CASEY MCDANIEL	275150	SCOREKEEP 3/1-14/25	0.00	34.00
1011	429827	03/26/25	10005279	MERCHANTS LANDSCAPE SERV	860810	CITY LNDSCAP/FEB-25	0.00	73,564.74
1011	429827	03/26/25	10005279	MERCHANTS LANDSCAPE SERV	660241	METROLNK/FEB-25	0.00	4,575.26
TOTAL CHECK							0.00	78,140.00
1011	429828	03/26/25	00003714	METRO FLUID CONNECTORS I	171710	RAM REPAIRS	0.00	869.99
1011	429828	03/26/25	00003714	METRO FLUID CONNECTORS I	171710	AIR HOSE	0.00	141.08
1011	429828	03/26/25	00003714	METRO FLUID CONNECTORS I	171710	FITTING AIR	0.00	257.75
TOTAL CHECK							0.00	1,268.82
1011	429829	03/26/25	10005546	MID CITY'S ELECTRIC, INC	860810	FREEWAY SIGN	0.00	4,522.54
1011	429829	03/26/25	10005546	MID CITY'S ELECTRIC, INC	170670	ELECTRICAL MONITORING	0.00	2,000.00
TOTAL CHECK							0.00	6,522.54
1011	429830	03/26/25	10000030	HILDA S. MILES	275120	POLYNESIAN DNC/WNT-25	0.00	1,067.32
1011	429831	03/26/25	10014024	ANIL G. PATEL & KIRAN A.	732044	MOTEL BRIDGE HOUSING	0.00	700.00
1011	429832	03/26/25	00004380	MUNICIPAL MAINTENANCE EQ	171710	DOOR SEAL	0.00	152.16
1011	429832	03/26/25	00004380	MUNICIPAL MAINTENANCE EQ	171710	NEW BLOWER ASSEMBLY	0.00	49,961.84
TOTAL CHECK							0.00	50,114.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429833	03/26/25	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/FEB-25	0.00	26,006.99
1011	429834	03/26/25	10007737	OSCAR MUNOZ	650208	RTO CLS 04/15-18/25	0.00	468.00
1011	429835	03/26/25	10004135	BILL WILBER	275210	SAFARI T-SHIRT-2025	0.00	629.23
1011	429836	03/26/25	00000301	CHRIS NYHUS	650208	REIMB UNIFORM ITEMS	0.00	144.39
1011	429837	03/26/25	10014168	OC ATAC	650103	OFFICER AWARDS -2024	0.00	120.00
1011	429838	03/26/25	10012790	OC RECON, INC.	171710	BODY REPAIR	0.00	750.00
1011	429839	03/26/25	10013960	ONE SOURCE DISTRIBUTORS,	452410	PD EV SVC CHG/EMPLOYE	0.00	26.19
1011	429840	03/26/25	10007787	HBV ENTERPRISES, INC.	171710	MOUNT	0.00	106.78
1011	429840	03/26/25	10007787	HBV ENTERPRISES, INC.	171710	AXLE	0.00	215.23
1011	429840	03/26/25	10007787	HBV ENTERPRISES, INC.	171710	BRAKE ROTORS	0.00	162.42
1011	429840	03/26/25	10007787	HBV ENTERPRISES, INC.	171710	BRAKE ROTORS	0.00	258.60
TOTAL CHECK							0.00	743.03
1011	429841	03/26/25	10013771	ITZEL ANAHI OCAMPO	275140	FACE PAINT/EGGSTRA-25	0.00	630.00
1011	429842	03/26/25	10011118	ORANGE COUNTY DISTRICT A	651607	ASSET INT#24-30865	0.00	89.72
1011	429842	03/26/25	10011118	ORANGE COUNTY DISTRICT A	20	ASSET FORFET#24-30865	0.00	3,121.00
TOTAL CHECK							0.00	3,210.72
1011	429843	03/26/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET MED PROG/MAR-25	0.00	2,480.00
1011	429844	03/26/25	00000221	ORANGE COUNTY SHERIFFS D	650208	FTO BASIC 05/19-23/25	0.00	130.00
1011	429845	03/26/25	10013968	ORKIN, LLC	170670	BED BUG SERVICE	0.00	695.00
1011	429846	03/26/25	10013645	PARK CONSULTING GROUP	190062	LMS PROCURE/JAN-25	0.00	3,000.00
1011	429847	03/26/25	10013206	PAYMENTUS CORPORATION	126152	PH IVR/CC MERCH/FEB25	0.00	2,113.02
1011	429847	03/26/25	10013206	PAYMENTUS CORPORATION	126152	PH IVR/CC MERCH/JAN25	0.00	1,690.10
TOTAL CHECK							0.00	3,803.12
1011	429848	03/26/25	00004215	PEST OPTIONS INC	560640	WEED/RODENT/MAR-25	0.00	2,703.00
1011	429849	03/26/25	00008488	THE PRINTERY, INC.	560641	PW TREE DOOR HANGER	0.00	276.66
1011	429850	03/26/25	10013857	HEATHER WILLIAMS	650105	THERAPY FEB-25	0.00	600.00
1011	429851	03/26/25	10012855	PROACTIVE WORK HEALTH SE	121110	EMP PHYS/VAC/JAN-25	0.00	675.00
1011	429852	03/26/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	145.46
1011	429852	03/26/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	969.75
1011	429852	03/26/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	107.75
1011	429852	03/26/25	10001203	R.V. NURSERY INC	560641	PLANT	0.00	533.36
TOTAL CHECK							0.00	1,756.32

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429853	03/26/25	10014195	RANDHAWA, HARSIMRAN SING	52	UB REFUND	0.00	12.94
1011	429854	03/26/25	10014169	VICTOR HUGO CORTES RANGE	650307	RETURNED FUNDS	0.00	802.00
1011	429855	03/26/25	10014013	RATE GAIN ADARA INC.	995100	MONTHLY ADS/MAR-25	0.00	6,936.98
1011	429856	03/26/25	00001348	MULTI SERVICE TECHNOLOGY	731180	SAFETY SHOES	0.00	478.33
1011	429857	03/26/25	10000972	REFRIGERATION SUPPLIES D	170670	HARDWARE	0.00	115.26
1011	429858	03/26/25	10013076	RMS CONSTRUCTION	290164	WM PEAK PK IMPR/JAN-2	0.00	14,734.90
1011	429858	03/26/25	10013076	RMS CONSTRUCTION	32	PMT#4 RETENTION	0.00	-736.75
TOTAL CHECK							0.00	13,998.15
1011	429859	03/26/25	00000113	DMJ AND ASSOCIATES, INC.	860810	SUPPLIES	0.00	33.28
1011	429860	03/26/25	10004141	REVIZE LLC	126143	SOFTWARE SYS/MAR-25	0.00	1,500.00
1011	429861	03/26/25	10014175	ROMERO, DANIELA	52	UB REFUND	0.00	15.99
1011	429862	03/26/25	00000115	SASE COMPANY INC	560211	#652.00U.MT8.81/108 -	141.64	1,969.14
1011	429863	03/26/25	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL YARD	0.00	24,427.24
1011	429863	03/26/25	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	23,562.53
TOTAL CHECK							0.00	47,989.77
1011	429864	03/26/25	10014193	MICHELLE SCALES	11	REF#E25-0015/8671 MC	0.00	2,970.00
1011	429865	03/26/25	10007494	SCHORR METAL, INC.	352363	LINDEN TANK	0.00	31.40
1011	429865	03/26/25	10007494	SCHORR METAL, INC.	352363	CL2 TANK LINDEN WELL	0.00	15.86
TOTAL CHECK							0.00	47.26
1011	429866	03/26/25	10014192	SCHWAB, RON	52	UB REFUND	0.00	478.38
1011	429867	03/26/25	10009824	SCM FITNESS REPAIR LLC	170670	PREVENTATIVE MT/MAR25	0.00	330.00
1011	429867	03/26/25	10009824	SCM FITNESS REPAIR LLC	170670	PREVENTATIVE MT/MAR25	0.00	330.00
TOTAL CHECK							0.00	660.00
1011	429868	03/26/25	00008623	NADIA SEMAAN	650208	REIMB SPEAK/PLATTERS	0.00	129.27
1011	429869	03/26/25	00008766	JON-MICHAEL SHADDOW	650208	REIMB UNIFORM ITEMS	0.00	144.71
1011	429869	03/26/25	00008766	JON-MICHAEL SHADDOW	650208	SLI#547 S4 03/6-8/25	0.00	190.55
TOTAL CHECK							0.00	335.26
1011	429870	03/26/25	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	550.89
1011	429870	03/26/25	10009505	SHRED-IT, INC. USA	160105	SHREDDING	0.00	56.53
1011	429870	03/26/25	10009505	SHRED-IT, INC. USA	126120	SHREDDING	0.00	56.53
1011	429870	03/26/25	10009505	SHRED-IT, INC. USA	275105	SHREDDING	0.00	56.53
1011	429870	03/26/25	10009505	SHRED-IT, INC. USA	105105	SHREDDING	0.00	56.54
1011	429870	03/26/25	10009505	SHRED-IT, INC. USA	115110	SHREDDING	0.00	56.54
TOTAL CHECK							0.00	833.56

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429871	03/26/25	10014022	OMAR SIRAJ	11	REF/DEPOSIT RT#R11436	0.00	500.00
1011	429872	03/26/25	10012054	SKYHAWKS SPORTS ACADEMY	275120	SOCCER/WINTER-25	0.00	712.22
1011	429873	03/26/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	4,958.10
1011	429873	03/26/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,289.41
TOTAL CHECK								6,247.51
1011	429874	03/26/25	10014173	SOHN ARCHITECTS, P.C.	190140	FRIENDSHIP PAV/MAR-25	0.00	51,058.00
1011	429875	03/26/25	10004676	SONSRAY MACHINERY LLC	171710	SEAT SWITCH	0.00	179.71
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7002 BEACH/MAR-25	0.00	26.53
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7550 STANTON/MAR-25	0.00	33.31
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7611 BEACH/MAR-25	0.00	45.55
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8081 OR'THORP/MAR-25	0.00	78.89
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7051 PAGE/MAR-25	0.00	109.40
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6660 BEACH/MAR-25	0.00	3,166.57
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6701 STANTON/MAR-25	0.00	1.75
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6581 BEACH/MAR-25	0.00	63.09
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6072 LINCOLN/FEB-25	0.00	17.44
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7006 ARTESIA/FEB-25	0.00	18.04
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7250 HOLDER/FEB-25	0.00	30.06
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6194 AUTO CTR/MAR-25	0.00	7.27
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7732 TULARE/MAR-25	0.00	11.93
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6293 AUTO CTR/MAR-25	0.00	13.72
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8111 COMNWLT/MAR-25	0.00	33.31
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6232 AUTO CTR/MAR-25	0.00	59.54
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6200 STANTON/MAR-25	0.00	70.27
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 660240	6989 ARTESIA/MAR-25	0.00	91.87
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6210 INDIANA/MAR-25	0.00	110.59
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7365 ARTESIA/MAR-25	0.00	113.22
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8970 KNOTT/MAR-25	0.00	116.89
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6410 AUTO CTR/MAR-25	0.00	140.34
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7341 ARTESIA/MAR-25	0.00	141.10
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 352510	5860 DALE ST/MAR-25	0.00	568.41
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 660240	8400 LAKEKNOLL/MAR-25	0.00	1,571.14
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7700 WESTERN/FEB-25	0.00	153.17
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6955 ARAGON/FEB-25	0.00	8,234.33
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7501 8TH/MAR-25	0.00	64.62
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6680 KNOTT/MAR-25	0.00	110.77
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6603 BEACH/MAR-25	0.00	365.54
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6500 AUTO CTR/MAR-25	0.00	81.34
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6655 AUTO CTR/MAR-25	0.00	107.03
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7731 STANTON/MAR-25	0.00	277.98
1011	429877	03/26/25	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6548 LA PALMA/MAR-25	0.00	9,925.42
TOTAL CHECK								25,960.43
1011	429878	03/26/25	00000126	SPARKLETTS WATER	170670	BOTTLED WATER SVC	0.00	669.56
1011	429879	03/26/25	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	57.98
1011	429879	03/26/25	00001085	STAPLES CONTRACT & COMME	121135	OFFICE SUPPLIES	0.00	42.31

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1011	429879	03/26/25	00001085	STAPLES CONTRACT & COMME	121135	OFFICE SUPPLIES	0.00	177.34
1011	429879	03/26/25	00001085	STAPLES CONTRACT & COMME	11	OFFICE SUPPLIES	0.00	761.78
TOTAL CHECK							0.00	1,039.41
1011	429880	03/26/25	10014179	TERNYAK, MICHAEL	52	UB REFUND	0.00	14.25
1011	429881	03/26/25	10013691	LOTUS THAI	731105	DRYING RACK/HOLDER	0.00	86.16
1011	429881	03/26/25	10013691	LOTUS THAI	731105	REIMB COSTCO FOOD	0.00	303.27
1011	429881	03/26/25	10013691	LOTUS THAI	731105	SOAP DIS/HLDR/SPONGE	0.00	126.20
1011	429881	03/26/25	10013691	LOTUS THAI	731105	FORKS/SPOONS/KNIFES	0.00	209.30
1011	429881	03/26/25	10013691	LOTUS THAI	731105	MILK CRATE, BLACK	0.00	164.90
1011	429881	03/26/25	10013691	LOTUS THAI	731105	FORKS/KNIFES/SPOONS	0.00	17.88
1011	429881	03/26/25	10013691	LOTUS THAI	731105	INSULATED TOTES	0.00	2.20
1011	429881	03/26/25	10013691	LOTUS THAI	731105	LASER POINTER/CLICKER	0.00	9.69
TOTAL CHECK							0.00	919.60
1011	429882	03/26/25	10007171	T-MOBILE USA, INC.	650303	GPS LOCATE/FEB-25	0.00	100.00
1011	429883	03/26/25	10006419	MARTIN TOMSICK	650407	TACT OPER 4/28-29/25	0.00	312.00
1011	429884	03/26/25	10013495	TRANSTECH ENGINEERS, INC	160105	ON CALL ENG/FEB-25	0.00	10,212.00
1011	429885	03/26/25	10006008	TRIP ADVISOR HOLDINGS, L	995100	MO.DIGITAL ADS/FEB-25	0.00	8,844.07
1011	429886	03/26/25	10013738	TRUE NORTH COMPLIANCE SE	731150	PL REV/CK SVC/FEB-25	0.00	3,196.21
1011	429887	03/26/25	10012511	TSG ENTERPRISES, INC	490015	SEWER LINING/FEB-25	0.00	1,035.00
1011	429887	03/26/25	10012511	TSG ENTERPRISES, INC	290164	PEAK PK ACCESS/FEB-25	0.00	143.75
1011	429887	03/26/25	10012511	TSG ENTERPRISES, INC	499920	MANHOLE REHAB/FEB-25	0.00	526.25
TOTAL CHECK							0.00	1,705.00
1011	429888	03/26/25	10012511	TSG ENTERPRISES, INC	290150	FINAL PAY/WHITAKER PK	0.00	127.75
1011	429889	03/26/25	10006614	TYLER TECHNOLOGIES, INC.	650402	ZEBRA/ZQ520 & ZQ500	0.00	1,020.00
1011	429890	03/26/25	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT BOARD	0.00	80.49
1011	429890	03/26/25	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT TICKETS	0.00	195.00
TOTAL CHECK							0.00	275.49
1011	429891	03/26/25	10003993	URBAN RESTORATION GROUP	11	FREIGHT	0.00	220.50
1011	429891	03/26/25	10003993	URBAN RESTORATION GROUP	11	GRAFFITI REMOVER FOR B	513.83	7,143.83
TOTAL CHECK							513.83	7,364.33
1011	429892	03/26/25	10014172	JEFF UTUPO	275140	REF/SHELTER#R12119	0.00	135.00
1011	429893	03/26/25	10014181	EVELYN VALDOVINOS	275140	REF/SHELTER RT#R11995	0.00	135.00
1011	429894	03/26/25	00002197	VERNE'S PLUMBING, INC.	106131	PLUMBING	0.00	1,557.77
1011	429895	03/26/25	10001705	VILLA ROOT BARRIER INC.	560641	LODGE POLES TREATED 2'	52.70	682.70
1011	429895	03/26/25	10001705	VILLA ROOT BARRIER INC.	560641	FREIGHT	0.00	50.00
TOTAL CHECK							52.70	732.70

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429896	03/26/25	10008881	VOHNE LICHE KENNELS, INC	650405	MO TRAINING/FEB-25	0.00	500.00
1011	429897	03/26/25	10014171	APRIL VUONG	11	REF/DEPOSIT RT#R11934	0.00	500.00
1011	429898	03/26/25	10011058	WATERSMART SOFTWARE, INC	352363	SMS GATEWAY/OCT-24	0.00	39.08
1011	429899	03/26/25	00010522	WATSON PAINTING CORP	732031	HIP-202304 MARTINEZ	0.00	10,275.00
1011	429900	03/26/25	00000142	WAXIE SANITARY SUPPLY, I	11	TISSUE TOILET ROLL (80	201.50	2,801.50
1011	429900	03/26/25	00000142	WAXIE SANITARY SUPPLY, I	11	RV TOILET TISSUE 80 PE	95.36	1,325.86
1011	429900	03/26/25	00000142	WAXIE SANITARY SUPPLY, I	11	COVER TOILET SEAT 1/2	113.09	1,572.29
1011	429900	03/26/25	00000142	WAXIE SANITARY SUPPLY, I	11	BLEACH	44.24	615.02
TOTAL	CHECK						454.19	6,314.67
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	275305	COPIER 3/20-4/19/25	0.00	12.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	998100	COPIER 3/20-4/19/25	0.00	32.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	731120	COPIER 3/20-4/19/25	0.00	44.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	731150	COPIER 3/20-4/19/25	0.00	44.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	631140	COPIER 3/20-4/19/25	0.00	44.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	732071	COPIER 3/20-4/19/25	0.00	55.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	997100	COPIER 3/20-4/19/25	0.00	65.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	352267	COPIER 3/20-4/19/25	0.00	160.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	126120	COPIER 3/20-4/19/25	0.00	185.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	121110	COPIER 3/20-4/19/25	0.00	190.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	275105	COPIER 3/20-4/19/25	0.00	220.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	115110	COPIER 3/20-4/19/25	0.00	275.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	160105	COPIER 3/20-4/19/25	0.00	300.00
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	121135	COPIER 3/20-4/19/25	0.00	1,053.48
1011	429901	03/26/25	10014012	WELLS FARGO FINANCIAL LE	650302	COPIER 3/20-4/19/25	0.00	1,153.47
TOTAL	CHECK						0.00	3,832.95
1011	429902	03/26/25	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIM/FEB-25	0.00	6,945.40
1011	429902	03/26/25	00000141	WEST COAST ARBORISTS INC	560641	TREE MAINT	0.00	2,536.50
1011	429902	03/26/25	00000141	WEST COAST ARBORISTS INC	860810	TREE TRIM/FEB-25	0.00	6,818.30
TOTAL	CHECK						0.00	16,300.20
1011	429903	03/26/25	00000140	WEST COAST SAND & GRAVEL	352363	CLASS 2 BASE	0.00	611.62
1011	429903	03/26/25	00000140	WEST COAST SAND & GRAVEL	560211	BASE/TOPSOIL	0.00	614.18
1011	429903	03/26/25	00000140	WEST COAST SAND & GRAVEL	352363	BASE/TOPSOIL	0.00	774.08
TOTAL	CHECK						0.00	1,999.88
1011	429904	03/26/25	10005807	WESTERN AUDIO VISUAL,INC	170670	REPAIR ZOOM WEB	0.00	1,407.84
1011	429904	03/26/25	10005807	WESTERN AUDIO VISUAL,INC	170670	ANNUAL SERVICE	0.00	6,403.00
TOTAL	CHECK						0.00	7,810.84
1011	429905	03/26/25	10004131	WM CURBSIDE, LLC	460220	HAZ WASTE/FEB-25	0.00	1,061.75
1011	429906	03/26/25	10013257	WORKCARE, INC.	121110	WELLNESS PROG/FEB-25	0.00	14,335.63
1011	429907	03/26/25	10009222	XEROX CORPORATION	275305	COPIER SENIOR CTR.	0.00	364.20

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CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 17
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20250313 00:00:00.000' and '20250326 00:00:00.000'
ACCOUNTING PERIOD: 9/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	429908	03/26/25	10000416	YMCA OF ANAHEIM, CORPORA	275120	STARS/WINTER-25	0.00	1,578.04
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	RESERVOIR BOOSTER	0.00	715.48
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	TRUCK STOCK	0.00	139.04
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT ON KNOTT	0.00	3,831.63
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	YARD STOCK	0.00	55.46
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	PEAK PARK HYDRANT	0.00	3,264.78
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	RESERVOIR SPRINKLER	0.00	64.14
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	YARD STOCK	0.00	150.08
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	KNOTT HYDRANT	0.00	2,720.72
1011	429909	03/26/25	10006857	YARDLEY ORGILL CO., INC.	352363	RESERVOIR SPRINKLERS	0.00	32.60
TOTAL CHECK							0.00	10,973.93
1011	429910	03/26/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/FEB-25	0.00	372.78
1011	429910	03/26/25	10011660	YUNEX, LLC	560230	ROUTINE SIG MT/FEB-25	0.00	8,418.06
1011	429910	03/26/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/FEB-25	0.00	16,021.60
TOTAL CHECK							0.00	24,812.44
1011	V429911	03/26/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	690.00
1011	V429912	03/26/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,025.00
1011	V429912	03/26/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,204.94
TOTAL CHECK							0.00	10,229.94
1011	V429913	03/26/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
1011	V429913	03/26/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	380.00
TOTAL CHECK							0.00	420.00
1011	V429914	03/26/25	00008482	HOUSING PROGRAMS	126128	HIP-202419 HANNA	0.00	206.00
1011	V429914	03/26/25	00008482	HOUSING PROGRAMS	732031	HIP-202426 MACARANAS	0.00	1,000.00
1011	V429914	03/26/25	00008482	HOUSING PROGRAMS	732031	HIP-202425 ROBLES	0.00	500.00
1011	V429914	03/26/25	00008482	HOUSING PROGRAMS	126128	HIP-202415 CHEN	0.00	600.00
1011	V429914	03/26/25	00008482	HOUSING PROGRAMS	126128	HIP-202304 MARTINEZ	0.00	600.00
1011	V429914	03/26/25	00008482	HOUSING PROGRAMS	126128	HIP-202411 BALDREE	0.00	600.00
TOTAL CHECK							0.00	3,506.00
1011	V429915	03/26/25	10012988	INTELEPEER HOLDINGS, INC	170670	BUNDLE CLOUD/FEB-25	0.00	1,145.66
TOTAL CASH ACCOUNT							3,691.04	997,149.96
TOTAL FUND							3,691.04	997,149.96
TOTAL REPORT							3,691.04	997,149.96

Voided Check Numbers	Date Printed
429698	3/26/2025
429699	
429801	
429814	
429876	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$1,044,084.65 COVERING REGULAR PAYROLL ENDING
MARCH 14, 2025

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK
DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the
Director of Finance or his designated representative hereby certifies to the accuracy of the
following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$1,044,084.65 set forth on
this 8-page register attached to this resolution and made a part hereof have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 03/24/2025
TIME: 18:15:12

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 1
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MX2'
REGULAR CHECKS

PAYRUN: MX2
DATE: 03/21/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	-----EMPLOYEE-----	ID NUMBER
V384306	2,960.25	.00	CASTRO, GWENDOLYNE	503
V384307	6,513.01	.00	FENTON, EDWARD	1564
V384308	1,823.36	.00	KERN, DONNA	2574
V384309	2,798.97	.00	MIRANDA, MARILU	447
V384310	2,675.30	.00	PREVO, DOREKA	390
V384311	3,552.79	.00	VALDEZ, REBECCA	5490
V384312	1,996.00	.00	BUENROSTRO, PATRICIA	227
V384313	1,751.31	.00	GALLENTINE, KAILEY	486
V384314	4,078.09	.00	GARCIA, ADRIAN	1700
V384315	1,187.31	.00	GLAVIN, BARBARA	1768
V384316	1,954.13	.00	HERNANDEZ, GLORIA	2092
V384317	6,796.71	.00	HYUN, SUNG	2248
V384318	2,298.46	.00	KIM, MIN	2584
V384319	2,237.58	.00	LOVEJOY, REBEKAH	76
V384320	710.56	.00	OZAKI, GRACE	3881
V384321	2,072.64	.00	PAK, TIMOTHY	3955
V384322	2,755.22	.00	PEREZ, JESSICA	4111
V384323	2,501.51	.00	TOMASSETTI, JEEVANI	5623
V384324	2,186.50	.00	TRAN, KRYSTLE	242
V384325	106.18	.00	AYALA, MICHAEL	445
V384326	4,243.40	.00	COPPING, SARA	951
V384327	1,071.92	.00	DIAZ, MICHELLE	419
V384328	2,369.95	.00	ENGLEBRECHT, BRIDGET	261
V384329	3,004.32	.00	FEWER, JESSICA	580
V384330	7,230.34	.00	FRANCE, AARON	1650
V384331	248.85	.00	MCKINNEY, KENNETH	552
V384332	2,621.41	.00	MEDINA, YARETZA	8
V384333	714.10	.00	MUNOZ, MICHELLE	440
V384334	1,547.12	.00	NAUERT, NATHANIEL	442
V384335	154.05	.00	TEHRANI, AIDIN	551
V384336	761.89	.00	AHN, JOYCE	263
V384337	774.06	.00	FRANCO-HERNANDEZ, CARLOS	566
V384338	660.31	.00	HOQUE, LAMIYA	412
V384339	526.77	.00	SONNE, SUSAN	5161
V384340	558.90	.00	TRAUT, CONNOR	5399
V384341	2,789.12	.00	ALMQUIST, ANNA PATRICIA	168
V384342	1,833.52	.00	GUERRA, SARAH	1470
V384343	5,486.40	.00	JIMENEZ, ADRIA	2297
V384344	1,065.92	.00	KIRK, RALPH	384
V384345	2,052.09	.00	LOPEZ, ANGELICA	2928
V384346	999.10	.00	PHAM, TAMMY	574
V384347	4,262.23	.00	AVERELL, MARK	272
V384348	2,363.37	.00	COLES-GUZMAN, MARY	950
V384349	2,246.64	.00	KENNEDY, SEAN	111
V384350	4,579.98	.00	CULL, ROBERT	1012
V384351	2,091.18	.00	FLORES, CHRISTOPHER	464
V384352	1,106.30	.00	GUZMAN, FEDERICO	1918
V384353	2,813.56	.00	LESTER, ALEXANDER	2868
V384354	1,843.05	.00	MACIAS, JUDITH	2996
V384355	2,523.49	.00	MAYORQUIN, RAYMUNDO	221

SUNGARD PUBLIC SECTOR
DATE: 03/24/2025
TIME: 18:15:12

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MX2'
REGULAR CHECKS

V384356	1,046.66	.00	PELT, DERAK	495
V384357	2,718.36	.00	TART, ANDRE	5235
V384358	2,764.76	.00	ALVAREZ, JOSHUA	458
V384359	1,670.08	.00	CASTANEDA, GUADALUPE	280
V384360	2,410.55	.00	CASTELLANOS, CARLOS	515
V384361	2,401.51	.00	CATALDO, JOHN	766
V384362	2,066.69	.00	DAVIS-VALENTINE, SUZANNE	1085
V384363	626.73	.00	DINH, MICHELLE	433
V384364	6,274.00	.00	FOULKES, MATTHEW	9
V384365	1,794.92	.00	LOMELI, MOISES	472
V384366	4,035.45	.00	LUNA, HARALD	264
V384367	2,800.04	.00	MCALLEESE, IAN	159
V384368	3,194.55	.00	NAVARRO, SANDRA	93
V384369	2,428.51	.00	SANTOS, RUTH	4640
V384370	49.27	.00	SCHOALES, JAMES CRAIG	4655
V384371	1,860.87	.00	TAE, RAY	5196
V384372	3,970.61	.00	THAI, LOTUS	536
V384373	2,242.83	.00	ZAPIEN, ERNESTINE	5777
V384374	47.39	.00	DAVIS, MONIQUE	386
V384375	47.39	.00	DIEP, DEBORAH	1208
V384376	47.39	.00	JUDEH, MIRVAT	389
V384377	47.39	.00	PATINO ESCALONA, HECTOR	387
V384378	2,313.88	.00	ARDAIZ, LANA	190
V384379	3,330.17	.00	DHAUW, MELISSA	1170
V384380	561.76	.00	PEREZ, ANTHONY	559
V384381	3,028.26	.00	SUAREZ, SARABETH	5169
V384382	3,192.58	.00	YOON, JIWON	91
V384383	1,482.33	.00	BARR, LISA	366
V384384	3,131.69	.00	COTA, LORRAINE	954
V384385	7,858.16	.00	GEYER, BRADLEY	1692
V384386	5,395.14	.00	HONG, ALEX	2130
V384387	6,426.03	.00	NGUYEN, NGHIA	3755
V384388	6,867.46	.00	NUNES, FRANK	3813
V384389	1,023.67	.00	CHARNES, LANCE	783
V384390	10,372.46	.00	DIERINGER, RYAN	1145
V384391	3,607.19	.00	JIMENEZ, ROBERT	352
V384392	2,911.61	.00	KIM, HYUN	328
V384393	3,030.94	.00	LAM, DAVID	2790
V384394	535.77	.00	LOVCHIK, MICHAEL	6
V384395	4,430.64	.00	MIKIEWICZ, SIMON	3360
V384396	2,825.94	.00	NOVOTNY, MARY	3705
V384397	2,507.43	.00	SEMAAN, NADIA	4740
V384398	6,353.38	.00	SHADDOW, JON-MICHAEL	4837
V384399	2,560.23	.00	ALCALA, BRITTANY	58
V384400	3,934.60	.00	BARAJAS, MAYRA	357
V384401	1,604.45	.00	BARRAZA, TAYLOR	501
V384402	2,078.73	.00	BINYON, ERIC	506
V384403	4,117.59	.00	BRANDSTETTER, JAMES	629
V384404	4,151.45	.00	BUTH, CATHERINE	561
V384405	3,094.67	.00	CARPENTER, SCARLET	1663
V384406	315.49	.00	CONN, SANDRA	961
V384407	462.65	.00	CORONADO, PERLA	553
V384408	705.97	.00	CORTEZ TORRES, AMANDA	450
V384409	1,013.04	.00	DIERINGER, REGINA	1515
V384410	3,723.84	.00	ESCOBEDO, STACEY	1530
V384411	3,737.03	.00	ESQUETINI, MARIA	1536

SUNGARD PUBLIC SECTOR
DATE: 03/24/2025
TIME: 18:15:12

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 3
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MX2'
REGULAR CHECKS

V384412	1,941.80	.00	HERNANDEZ, ISABELLA	112
V384413	696.58	.00	MADHAE, DEEPINDER	555
V384414	2,968.90	.00	MAERKER, ELIZABETH	3017
V384415	3,671.21	.00	MCGRATH, CODY	3220
V384416	832.88	.00	MENDOZA ESPINOZA, MYA	532
V384417	877.61	.00	ONTIVEROS, STEVEN	342
V384418	2,454.97	.00	PALMA CARDENAS, DIANA	3970
V384419	1,038.18	.00	PARRA, ANGEL	498
V384420	1,215.48	.00	RODRIGUEZ VILLA, YARELI	205
V384421	1,963.30	.00	SAUCEDA, CATHLEEN	4645
V384422	4,128.23	.00	SHERIFF, SAMANTHA	2096
V384423	827.36	.00	SILVERIO, SAMANTHA	497
V384424	3,787.30	.00	TANIGUCHI, MELISSA	5230
V384425	744.68	.00	VELLANOWETH, KRISTINE	217
V384426	696.58	.00	YBARRA, DELIA	529
V384427	2,010.93	.00	FIORE, KATE	1560
V384428	1,754.95	.00	FLOHRA, KARAN	516
V384429	3,048.97	.00	FOX, CHARITY	1641
V384430	659.94	.00	KUHN, MICHELLE	2730
V384431	347.22	.00	KUHN, TARI	2747
V384432	2,219.34	.00	LARA, KARON	103
V384433	2,918.12	.00	MENDIVEL, CHRISTINA	3299
V384434	2,117.37	.00	NGO, CATHERINE	3752
V384435	2,250.90	.00	PENDLETON, SUN	4080
V384436	2,001.24	.00	RAMIREZ, ARIANNA	86
V384437	1,269.73	.00	TENG, LING-FEI	2871
V384438	2,007.50	.00	UMLAH, AMBER	5435
V384439	7,110.32	.00	BATES, PATRICK	378
V384440	3,985.74	.00	BELTRAN, CHRISTINA	13
V384441	6,007.48	.00	BERNAL, DAVID	480
V384442	4,795.77	.00	BLACKWOOD, PHALANN	550
V384443	4,286.64	.00	BOURNE, CLIFFORD	5612
V384444	4,050.79	.00	BOYD, ROBERT	584
V384445	4,693.53	.00	BOYER, CAMERON	585
V384446	4,337.38	.00	BOYINGTON, DEVIN	594
V384447	3,839.67	.00	BRAVO, ISABEL	420
V384448	3,555.37	.00	BURNETT, DEBORAH	110
V384449	3,545.12	.00	CAMPOS, LOLANI	728
V384450	3,615.53	.00	CERDA, SERGIO	240
V384451	3,175.61	.00	CHAVEZ, ALEJANDRO	182
V384452	4,588.12	.00	CHAVEZ, ANTONY	246
V384453	5,074.18	.00	CHOI, JONATHON	827
V384454	4,989.02	.00	CURATOLA, ANTHONY	350
V384455	4,683.89	.00	DAVIS, JONATHAN	1083
V384456	5,032.34	.00	ESCAMILLA, MARIO	1529
V384457	3,357.15	.00	ESCOBEDO, DOMINICK	1521
V384458	3,050.99	.00	ESTRELLA, CARL JOSEPH	415
V384459	4,951.31	.00	FRANKLIN, KEVIN	1649
V384460	6,489.90	.00	GALOS, MICHAEL	1680
V384461	4,655.62	.00	GANO, KEVIN	1742
V384462	3,250.08	.00	GARCIA, JONATHAN	514
V384463	4,673.39	.00	GENTNER, GEORGE	1765
V384464	4,253.34	.00	GONZALEZ, LUIS	164
V384465	5,114.30	.00	GONZALEZ, OSCAR	1785
V384466	4,340.50	.00	HERST, RYAN	2102
V384467	4,751.74	.00	HOGAN, CHRISTIAN MICHAEL	138

SUNGARD PUBLIC SECTOR
DATE: 03/24/2025
TIME: 18:15:12

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 4
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MX2'
REGULAR CHECKS

V384468	4,647.21	.00	JIMENEZ, GUSTAVO	2285
V384469	4,531.74	.00	JOHNSON, BRYAN	2300
V384470	6,612.77	.00	LEPE, SERGIO	2901
V384471	3,851.84	.00	LIRA, JOSEPH	133
V384472	3,947.87	.00	LOPEZ, GUILLERMO	2958
V384473	4,557.78	.00	LOVETERE, JOSEPH	2962
V384474	4,016.71	.00	MARTINEZ, JESUS	117
V384475	3,568.46	.00	MEDRANO, JULIAN	3223
V384476	2,295.42	.00	MEONO, ROBIN	351
V384477	3,750.69	.00	MOELLER, SARAH	3590
V384478	5,600.85	.00	MORALES, FRANK	3489
V384479	3,026.88	.00	MORQUECHO, FERNANDO	510
V384480	5,087.20	.00	MUNOZ, OSCAR	3605
V384481	3,723.39	.00	MURILLO CASTRO, JULIAN	268
V384482	2,783.25	.00	NGUYEN, ANTHONY	258
V384483	5,846.19	.00	NYHUS, CHRISTOPHER	3808
V384484	5,157.77	.00	O'DETTE, DIRK	3823
V384485	4,185.63	.00	OH, WILLIAM	326
V384486	1,970.60	.00	OSORIO, STEVIE	573
V384487	5,057.94	.00	PADILLA, VALERIE	108
V384488	6,693.23	.00	PINO, RICHARD	4171
V384489	3,729.07	.00	PROCEL, ANDY	4243
V384490	5,652.27	.00	RAMIREZ, ANGEL	4314
V384491	4,255.06	.00	RANGEL, PRISCILLA	4337
V384492	4,869.54	.00	REYES, HUGO	98
V384493	4,709.93	.00	RODRIGUEZ, CHRISTIAN	4476
V384494	3,783.10	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V384495	3,990.79	.00	RUBALCAVA, EFRAIN	4590
V384496	4,836.50	.00	SALAZAR, RYAN	4626
V384497	6,805.03	.00	SOLIS, DANIEL	5000
V384498	3,300.64	.00	TEWELL, MELISSA	5282
V384499	5,201.15	.00	TOMSICK, MARTIN	5360
V384500	4,238.42	.00	TRAN, TUYET	5424
V384501	3,510.41	.00	TURNER, JERAMIAH	291
V384502	2,857.00	.00	WEAVER, CHAD	5577
V384503	4,921.90	.00	WILLIAMS, JUDITH	5660
V384504	3,550.95	.00	WILLIAMS-GIROUX, JACOB	499
V384505	6,253.62	.00	COLON, BOBBY	900
V384506	7,447.81	.00	LEE, CONNOR	2861
V384507	2,028.62	.00	MAERTZ, DANA	3018
V384508	1,932.97	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V384509	1,881.05	.00	OCHOA, JENNY	283
V384510	4,756.62	.00	RICE, JAMES	4408
V384511	2,004.99	.00	SILVA, OSCAR	4886
V384512	2,020.85	.00	VAZQUEZ-CAMACHO, MARLENE	101
V384513	4,609.18	.00	VU, JEFFREY	5519
V384514	190.25	.00	BAIR, JOHN	284
V384515	733.70	.00	CASEY, DROUETT	771
V384516	1,033.80	.00	PATTON, DANA	4060
V384517	5,703.63	.00	BAILEY, JOHN	355
V384518	5,228.15	.00	BOUDREAU, CORY	583
V384519	2,272.29	.00	BOUDREAU, LAURA	2192
V384520	4,250.52	.00	CARNEY, THOMAS	751
V384521	1,933.39	.00	CHAN, KARA	795
V384522	4,624.93	.00	CHRISTIANSSEN, ANDREW	97
V384523	5,192.91	.00	DAVENPORT, JOSEPH	1094

SUNGARD PUBLIC SECTOR
DATE: 03/24/2025
TIME: 18:15:12

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 5
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MX2'
REGULAR CHECKS

V384524	3,602.08	.00	EK, CHRISTOPHER	1477
V384525	3,791.16	.00	KALAGIAN, BRYANT	2436
V384526	3,496.50	.00	LOMELI, LISBETH	4516
V384527	2,986.19	.00	LOPEZ, VANESSA	2929
V384528	5,861.03	.00	LOPEZ, WILLYVALDO	2941
V384529	5,272.02	.00	LOWE, AUSTIN	2956
V384530	4,774.41	.00	MOON, DAVID	3479
V384531	1,937.89	.00	MORALES MALDONADO, IVETT	3490
V384532	1,961.08	.00	O'DETTE, NANCY	1920
V384533	4,842.71	.00	ORTEGA, MICHAEL	104
V384534	4,791.96	.00	PANTOJA, DAVID	3986
V384535	8,280.81	.00	PLUMLEE, ROGER	4180
V384536	2,238.48	.00	SULLIVAN, STACEY	5160
V384537	3,013.39	.00	TREADWAY, SARA	4210
V384538	4,287.05	.00	VU, KRISTINE	63
V384539	3,894.94	.00	YO, DANIEL	5752
V384540	23.70	.00	BENDINELLI, DOMINIC	490
V384541	2,071.00	.00	CARDENAS, MARGARET	336
V384542	23.70	.00	FIGUEROA, NAYELI	403
V384543	2,080.34	.00	IBARRA, KRISTI	88
V384544	23.70	.00	JAMES, SAGIL	392
V384545	6,220.36	.00	MIKHAEL, MINA	3359
V384546	23.70	.00	SCHOONER, BRANDON	556
V384547	23.70	.00	SINGHAL, ANNIE	4893
V384548	2,026.89	.00	ALMANZA, MINERVA	79
V384549	4,251.76	.00	ALQAM, NADER	71
V384550	4,025.66	.00	ARABOLU, DEEPTHI	178
V384551	3,012.57	.00	CAPISTRANO, FRANCES	74
V384552	2,716.40	.00	ESPARZA-ALMARAZ, AARON	383
V384553	2,731.17	.00	GUZMAN, HECTOR	512
V384554	3,080.39	.00	LANNAN, GREGORY	2791
V384555	2,399.28	.00	LEE, HYANG SUN	430
V384556	3,501.76	.00	MILLER, JADEN	513
V384557	2,780.78	.00	PENA, MANUEL	2933
V384558	3,004.76	.00	TRAN, JASON	96
V384559	4,142.37	.00	WRAY, NORMAN	5725
V384560	2,375.63	.00	ZARAGOZA, EDUARDO	5788
V384561	3,148.82	.00	AUBUCHON, LAURIE	250
V384562	2,093.21	.00	GENERA, ELIZABETH	1685
V384563	4,439.01	.00	HUNT, JOSEPH	2249
V384564	1,809.98	.00	LUX, ANDREA	2972
V384565	2,232.11	.00	VENEGAS MENDEZ, JAVIER	5491
V384566	1,356.98	.00	AREVALOS, RYAN	456
V384567	2,338.32	.00	BACA, ANDREW	315
V384568	1,286.87	.00	BANUELOS, CHRISTOPHER	345
V384569	2,714.54	.00	BRITO, MICHAEL	642
V384570	677.56	.00	CASTRO, JOHN	540
V384571	348.48	.00	COLLIER, SEAN	549
V384572	4,270.28	.00	ESCATEL-OROSCO, PEDRO	1537
V384573	2,315.66	.00	GONZALEZ, ALEJANDRO	1783
V384574	4,100.97	.00	LIBUNAO, NINO	2912
V384575	1,432.18	.00	LISCANO, CHRISTOPHER	850
V384576	1,215.35	.00	MARASCO, MATTHEW	289
V384577	1,275.72	.00	MARTINEZ, JEFFREY	535
V384578	1,946.40	.00	MUNOZ, JOHNNY	144
V384579	1,592.83	.00	NAJERA, JESSE	3630

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V384580	1,275.72	.00	ORTIZ, RAYMOND	309
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V384583	2,403.15	.00	RIVERA, JOE	4450
V384584	1,275.73	.00	RODRIGUEZ, MIGUEL	589
V384585	2,068.16	.00	RODRIGUEZ, OSCAR	131
V384586	2,673.05	.00	SERNA, JUAN	4728
V384587	498.20	.00	SMITH, FRANKIE	541
V384588	2,628.04	.00	TORREZ, JAVIER	69
V384589	2,981.20	.00	CARRILLO, EDWARD	765
V384590	1,196.28	.00	CHAVEZ, CAESAR	544
V384591	2,503.75	.00	ELLS, ZACHARY	1500
V384592	2,062.71	.00	ENNIS, JOSEPH	262
V384593	3,467.07	.00	FINCH, BARRETT	1574
V384594	3,866.08	.00	HAGAN, KEVIN	1947
V384595	3,503.01	.00	KVENBO, SCOTT	2750
V384596	2,416.02	.00	LAUTERIO, MATTHEW	533
V384597	2,175.44	.00	MARTINEZ, MARCO	215
V384598	1,927.37	.00	MARTINEZ, RAMIRO	3146
V384599	4,380.15	.00	MC GEE, MICHAEL	9306
V384600	2,916.95	.00	MILLER, DAVID	3390
V384601	2,844.08	.00	MOJARRO, ANDREW	3082
V384602	3,342.79	.00	MOORE, FRANK	3486
V384603	1,750.70	.00	MYLLES, JOSHUA	279
V384604	3,455.24	.00	PERKINS, CUMARI	454
V384605	1,746.75	.00	PRECIADO, CAMDEN	134
V384606	2,475.59	.00	SANCHEZ, JUAN	4617
V384607	2,164.04	.00	SPEAR, ANTHONY	5011
V384608	3,305.88	.00	STEPHENSON, MARK	5122
V384609	2,699.74	.00	TAVARES, JAMEY	5231
V384610	1,837.44	.00	ALVAREZ, CARLOS	136
V384611	2,470.82	.00	DAHL, TERRY	1084
V384612	2,198.56	.00	DOMINGUEZ, KEVIN	565
V384613	2,048.68	.00	ELLIOTT, JAYLEN	569
V384614	1,275.72	.00	ESPINO, KEVIN	517
V384615	2,616.87	.00	GARCIA ORTEGA, JOSE	1636
V384616	1,940.84	.00	GRIMES, DAVID	1881
V384617	1,807.74	.00	GUZMAN, KEVIN	132
V384618	2,228.52	.00	KOSS, MICHAEL	2718
V384619	3,654.09	.00	MARTINEZ, GABRIEL	3139
V384620	2,480.78	.00	MELLADO, KIM	3289
V384621	2,677.60	.00	MERROW, MATTHEW	3316
V384622	2,508.40	.00	OTTEN, DAVID	3869
V384623	3,427.62	.00	PORTER, JEFFREY	4174
V384624	3,018.56	.00	RODRIGUEZ, EDWARD	4479
V384625	1,867.03	.00	RUIZ, ALEJANDRO	416
V384626	2,766.68	.00	TORRES, SALVADOR	234
V384627	2,270.06	.00	WELLS, ANTHONY	5610
V384628	1,275.72	.00	YANEZ, ANDREW	521
V384629	1,053.30	.00	AVERELL, ANDREW	349
V384630	2,619.55	.00	CAMPIZTA, ADAM	225
V384631	2,448.77	.00	DE LA CRUZ, RICARDO	558
V384632	3,042.21	.00	MACIAS, RAYMOND	2998
V384633	2,515.21	.00	WEAR, JOHN	5606
V384634	2,111.20	.00	ALARCON, ALEXANDER	485
V384635	6,682.87	.00	BOX, JAMES	576

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V384636	23.70	.00	CARVER, BRIAN	586
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V384639	3,419.68	.00	KURATA, DALE	2749
V384640	1,987.26	.00	MANCILLA, JSSICA	451
V384641	2,513.90	.00	MARTINEZ, SERENA	3147
V384642	1,974.72	.00	MOMPELLER, JUSTICE	443
V384643	23.70	.00	NEVAREZ, VERONICA	588
V384644	857.93	.00	SANCHEZ, CHRISTOPHER	236
V384645	3,284.49	.00	SAUCEDA, MARK	4642
V384646	1,063.71	.00	ALVARADO, ADRIAN	89
V384647	365.91	.00	BAHENA, PEDRO	148
V384648	335.42	.00	BAKER, JAMISON	465
V384649	444.31	.00	BARENG, KATHERINE	33
V384650	522.72	.00	CARVENTE, GIANJAVIER	334
V384651	830.57	.00	CISNEROS, MICHELLE	812
V384652	418.18	.00	DURGIN, JAYLIND	186
V384653	370.27	.00	ESCAMILLA PATRICIO, DANIELLE	534
V384654	357.20	.00	FERNANDEZ, GISSEL	330
V384655	509.66	.00	GARCIA, MICHELE	171
V384656	435.61	.00	GONZALEZ, ISAAC	294
V384657	182.95	.00	GRANADOS, REGINA	145
V384658	647.10	.00	GUERRA, ATHZIRI	141
V384659	845.80	.00	GUERRA, ROCCO	44
V384660	522.72	.00	GUILLEN, JAYDEN	339
V384661	452.44	.00	GUTIERREZ, MICHELLE	1925
V384662	775.27	.00	HERNANDEZ, KATE	2091
V384663	881.61	.00	HOLLOWAY, ELIZABETH	2185
V384664	505.30	.00	LEWIS, ALEC	266
V384665	461.68	.00	MAGANA, ADAM	173
V384666	1,263.47	.00	MORENO, ANDREW	161
V384667	383.34	.00	NGHIEM, NATALIE	249
V384668	496.59	.00	OCHOA, ALAN	192
V384669	367.77	.00	ONTIVEROS, IZABELLA	3864
V384670	679.89	.00	RIVERA GOMEZ, YAMILEX	4432
V384671	574.30	.00	RODRIGUEZ, KAREN	538
V384672	453.03	.00	RODRIGUEZ, MIKAYLA	295
V384673	448.68	.00	RUIZ, LUIS	527
V384674	1,074.41	.00	RUSSELL, JEFFREY	150
V384675	496.60	.00	SANCHEZ, NATHAN	504
V384676	621.27	.00	SOLTERO, JESSE	177
V384677	261.36	.00	SORIA, NOAH	5004
V384678	427.41	.00	STRICKLER, LINDA	5135
V384679	605.61	.00	TAPIA, ANGELICA	306
V384680	621.27	.00	THANKESWARAN, HASHMITHAA	543
V384681	1,319.01	.00	THOMSEN, MATTHEW	194
V384682	2,653.81	.00	VAN SICKLE, MICHELLE	2076
V384683	602.54	.00	VAZQUEZ, OSCAR	152
V384684	365.91	.00	VELOZ, SABRINA	146
V384685	392.04	.00	WONGSUPHAKPHAN, BRIANNA	337
V384686	905.70	.00	AGUILAR, KALVIN	23
V384687	365.91	.00	BARTOLO, BRYAN	338
V384688	629.24	.00	CABUSAO, NINA MARINELLA	729
V384689	461.68	.00	CASTILLO, DARLENE	119
V384690	745.42	.00	CERVANTES, BRIANA	757
V384691	811.51	.00	CHOATE, RACHAEL	511

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V384696	773.66	.00	HONG, YI	2189
V384697	3,233.50	.00	HURTADO, MARIA	353
V384698	773.85	.00	LARIZ RUBALCAVA, CARLOS	429
V384699	652.57	.00	LIZARRAGA, ERIK	483
V384700	2,321.39	.00	MARQUEZ PINEDO, ANALISA	3118
V384701	1,141.66	.00	MEGGINSON, MARK	562
V384702	762.64	.00	MENDOZA, GISELLE	522
V384703	522.72	.00	MORISON, MATTHEW	243
V384704	2,617.29	.00	NIELSEN, ROSEMARY	3760
V384705	572.02	.00	ORTIZ, YAHAIRA	241
V384706	398.76	.00	ROJAS, ASHLEY	473
V384707	256.89	.00	RUIZ, ANA	4591
V384708	692.82	.00	RUIZ, GIANCARLO	466
V384709	744.92	.00	SANCHEZ, LORETTA	462
V384710	605.61	.00	SINGH, YASMINE	479
V384711	554.01	.00	SOSA, ELIANNA	341
V384712	778.82	.00	VALDEZ, NATALIA	46
V384713	474.97	.00	VEGA-MATA, PEDRO	278
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TOTAL				
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C. PROCLAMATION RECOGNIZING APRIL 2025 AS FAIR HOUSING MONTH

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4C.
Prepared By	
Angelica Lopez, Administrative Assistant	

RECOMMENDED ACTION

Approve Proclamation.

Attachments

[Fair Housing Month April 2025.pdf](#)

***FAIR HOUSING MONTH
APRIL 2025***

- WHEREAS, one of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and,***
- WHEREAS, this promise is made to us by the Nation's Fair Housing Law which requires that all people be treated equally in connection with sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status or religion; and,***
- WHEREAS, this year marks the 57th Anniversary of the Federal Fair Housing Act, the original legislation targeting the elimination of housing discrimination in America; and,***
- WHEREAS, since the adoption of the fair housing legislation in April 1968, April has been designated as Fair Housing Month. Each year the U.S. Department of Housing and Urban Development and the Fair Housing Foundation organize events and activities during this month to focus attention on the issue of equal opportunity in housing; and,***
- WHEREAS, April is Fair Housing Month throughout the nation. We are asking each resident of the City of Buena Park to support efforts to put into practice the principles of freedom, justice, and equality upon which this great nation was founded.***

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim the month of April 2025 as "FAIR HOUSING MONTH."

PASSED AND ADOPTED this 8th day of April 2025.

***Joyce Ahn
Mayor***

***Connor Traut
Vice Mayor***

***Carlos Franco
Council Member***

***Lamiya Hoque
Council Member***

***Susan Sonne
Council Member***



D. PROCLAMATION RECOGNIZING APRIL 6 - 12, 2025, AS NATIONAL LIBRARY WEEK

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4D.
Prepared By	Approved By
Angelica Lopez, Administrative Assistant	Aaron France, City Manager

RECOMMENDED ACTION

Approve Proclamation.

Attachments

[National Library Week 2025.pdf](#)

NATIONAL LIBRARY WEEK
APRIL 6-12, 2025

- WHEREAS,** *libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities; and,*
- WHEREAS,** *libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning; and,*
- WHEREAS,** *libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and,*
- WHEREAS,** *libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and,*
- WHEREAS,** *libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success; and,*
- WHEREAS,** *libraries nurture young minds through Storytime, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and,*
- WHEREAS,** *libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and,*
- WHEREAS,** *dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and,*
- WHEREAS,** *libraries, librarians, and library employees across the country are joining together to celebrate National Library Week under the theme “Drawn to the Library.”*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK *does hereby recognize April 6-12, 2025, as “NATIONAL LIBRARY WEEK” in the City of Buena Park. During this week, we encourage all residents to visit the library, explore its resources, and celebrate all the ways that the library draws us together as a community.*

PASSED AND ADOPTED *this 8th day of April 2025.*

Joyce Ahn
Mayor

Connor Traut
Vice Mayor

Carlos Franco
Council Member

Lamiya Hoque
Council Member

Susan Sonne
Council Member



E. PROCLAMATION RECOGNIZING APRIL 2025 AS DMV DONATE LIFE MONTH

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4E.
Prepared By	
Angelica Lopez, Administrative Assistant	

RECOMMENDED ACTION

Approve Proclamation.

Attachments

[DMV-Donate Life Month 2025.pdf](#)

**DMV – DONATE LIFE MONTH
APRIL 2025**

- WHEREAS,** *organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and,*
- WHEREAS,** *more than 103,000 individuals nationwide and more than 23,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and,*
- WHEREAS,** *the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and,*
- WHEREAS,** *a single individual’s donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and,*
- WHEREAS,** *donation of tissue can save and heal the lives of more than 75 others; and,*
- WHEREAS,** *organ donors saved more than 46,000 lives last year, the most ever; and,*
- WHEREAS,** *any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and,*
- WHEREAS,** *being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency; and,*
- WHEREAS,** *California residents can sign up with the Donate Life California Donor Registry online at any time by visiting www.donateLIFecalifornia.org or, for Spanish-speakers, www.doneVIDAcalifornia.org; and,*
- WHEREAS,** *California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver’s licenses or ID cards at the California Department of Motor Vehicles; and,*
- WHEREAS,** *California residents interested in saving a life through living kidney donation may visit www.LivingDonationCalifornia.org.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK *does hereby recognize the month of April 2025, as “DMV/DONATE LIFE MONTH” in the City of Buena Park, and encourages our citizens to check “YES!” online, or when applying for or renewing their driver’s license or I.D. card at the DMV.*

PASSED AND ADOPTED *this 8th day of April 2025.*

**Joyce Ahn
Mayor**

**Connor Traut
Vice Mayor**

**Carlos Franco
Council Member**

**Lamiya Hoque
Council Member**

**Susan Sonne
Council Member**



F. PROCLAMATION RECOGNIZING APRIL 2025 AS AUTISM ACCEPTANCE MONTH

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4F.
Prepared By	Approved By
Adria Jimenez, City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve Proclamation.

Attachments

[Autism Acceptance Month 2025.pdf](#)

*AUTISM ACCEPTANCE MONTH
APRIL 2025*

- WHEREAS, autism and other types of neurodiversity are quite common in our society, an estimated 1 in 44 children and more than 5 million adults, in the United States, are autistic; and,*
- WHEREAS, autism is a neurological difference that can impact a person's social skills, communication, relationships, perspective, and self-regulation; and,*
- WHEREAS, autistic people can have differences in communication, hearing delays, or sensitivities in physical and visual stimuli that can contribute to autistic people being misunderstood in our society; and,*
- WHEREAS, there are many common misconceptions on what it means to be autistic; and,*
- WHEREAS, functioning labels, such as high or low functioning autism, are not helpful and can cause harm, as autism is not a line of least-to-most autistic, but is a spectrum of abilities that vary for each autistic person; and,*
- WHEREAS, intersectional factors of sex, race, gender identity, sexual orientation, class, and other indicators of difference can contribute to barriers in discussions of autism acceptance and diagnosis; and,*
- WHEREAS, autistic people have identified firsthand what is important in their own therapies, including promoting positive outcomes, preventing harm to people with disabilities, protecting people's autonomy, advocating for inclusion, being sensitive to past trauma, and supporting cultural competency; and,*
- WHEREAS, autistic people are capable members of our society and contribute in many meaningful ways; and,*
- WHEREAS, many autistic people are proud to be autistic, citing common autistic features such as attention to detail, deep focus, observational skills, creativity, accepting of others' differences, a commitment to integrity and loyalty, unique thought processes that lead to novel approaches and innovations, and more; and,*
- WHEREAS, neurodiversity should be a valued and celebrated aspect of our community's diversity, autistic and other neurodivergent people should be accepted and included in society, and more work is needed to encourage acceptance of neurodiversity that exists in our communities; and,*
- WHEREAS, the City is committed to making Buena Park a safe, inclusive, and welcoming place where people of all physical, mental, and sensory abilities belong.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby declare April 2025 as Autism Acceptance Month and joins self-advocates, family members, caregivers, medical professionals, and dedicated organizations across our state in raising awareness, celebrating the numerous ways individuals with Autism Spectrum Disorder enhance the quality of our communities and enrich our world, fostering acceptance, and working together to create a more welcoming and inclusive environment for all.

PASSED AND ADOPTED this 8th day of April 2025.

*Joyce Ahn
Mayor*

*Connor Traut
Vice Mayor*

*Carlos Franco
Council Member*

*Susan Sonne
Council Member*

*Lamiya Hoque
Council Member*



G. PROCLAMATION RECOGNIZING APRIL 11, 2025, AS ARBOR DAY

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4G.
Prepared By	
Angelica Lopez, Administrative Assistant	

RECOMMENDED ACTION

Approve Proclamation.

Attachments

[Arbor Day 2025.pdf](#)

ARBOR DAY
APRIL 11, 2025

WHEREAS, *in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and,*

WHEREAS, *this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,*

WHEREAS, *Arbor Day is now observed throughout the nation and the world; and,*

WHEREAS, *trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and,*

WHEREAS, *trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and,*

WHEREAS, *trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and,*

WHEREAS, *trees, wherever they are planted, are a source of joy and spiritual renewal.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK *does hereby proclaim April 11, 2025, as “ARBOR DAY” in the City of Buena Park, urging all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands by planting trees to gladden the heart and promote the well-being of this and future generations.*

PASSED AND ADOPTED *this 8th day of April 2025.*

Joyce Ahn
Mayor

Connor Traut
Vice Mayor

Carlos Franco
Council Member

Lamiya Hoque
Council Member

Susan Sonne
Council Member



H. FINAL PAYMENT TO DASH CONSTRUCTION COMPANY, INC. FOR THE WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES PROJECT

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4H.
Prepared By	Approved By
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager
Presented By	
Jaden Miller, Associate Engineer	

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to DASH Construction Company in the amount of \$89,640; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On July 9, 2024, the City Council approved a contract with DASH Construction Company, Inc. in the amount of \$89,640 for the Whitaker-Jaynes and Bacon House Perimeter Fence Upgrades Project. The approved total construction project budget of \$99,640 included a \$10,000 construction contingency.

DISCUSSION

The Whitaker-Jaynes and Bacon House Perimeter Fence Upgrades Project has been completed. This project consisted of removing and replacing the existing rotted fence and missing portions of the fence along the perimeter of the buildings with a new six-foot-high wrought iron tubular fence to completely enclose the site. Six new single leaf swing gates were also installed along the perimeter of the property.

Contract Dates:

Advertisement: 06/11/2024

Contract Awarded: 07/09/2024

Notice to Proceed: 12/16/2024

Work Completed: 02/26/2025

The contractor has submitted a bill for work completed as of March 20, 2025. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of \$89,640. The final contract cost for this project is \$89,640. This amount is \$10,000 (or 10%) under the approved construction project budget of \$99,640. The total retention is in the amount of \$4,482 and will be released following the expiration of the 35-day lien period. An analysis of expenditures is listed in Appendix "A" – Capital Improvement Project Final Report.

BUDGET IMPACT

The final cost of the project is \$89,640. This project was funded by the General Fund.

Attachments

[Att. 1 of 3 - Appendix A.pdf](#)

[Att. 2 of 3 - Contractor's Final Invoice.pdf](#)

[Att. 3 of 3 - Finance Department Memorandum.pdf](#)



Appendix "A" - Capital Improvement Project Final Report

**WHITAKER-JAYNES AND BACON HOUSE
PERIMETER FENCE UPGRADES PROJECT**

CONTRACT

Original Construction Contract Amount	\$89,640.00
Council Approved Construction Contingency Funds	\$10,000.00
Approved Construction Contract Amount	\$99,640.00

CONTRACT ADJUSTMENTS

Contract Change Orders	
CCO#1 None	\$0.00
Total Contract Adjustments	\$0.00

CONTRACT EXPENDITURES

Previous Payments	
Value of Work Done Previously	\$0.00
Retention Held Previously	\$0.00
Less Previous Payments	<u>\$0.00</u>
Final Payment	
Value of Work Done This Period	\$89,640.00
Retention Held This Period	<u>-\$4,482.00</u>
Total Amount Due This Payment	\$85,158.00

PROJECT SUMMARY

Original Construction Contract Amount	\$89,640.00
Total Construction Contract Adjustment	\$0.00
Revised Construction Contract	<u>\$89,640.00</u>
 Approved Construction Contract Amount	 \$99,640.00
 Amount Under the Approved Construction Contract Amount	 \$10,000.00
Percentage Under the Approved Construction Contract Amount	10.0%



March 20, 2025

6320 Canoga Ave. Suite 220
Woodland Hills, CA 91367
CSLB No.:869505

Progress Payment Request No. 1

To: Buena Park
Attention: Jaden Miller, Project Manager
Address: 6650 Beach Blvd.
Buena Park, CA 990621

**Project: City of Buena Park – WHITAKER-JAYNES AND BACON HOUSE PERIMETER FENCE UPGRADES PROJECT
(PROJECT NO. 139, BID NO. 2024-14)**

Please see the following Progress Payment Request No. 1 for your review and approval.

Best Regards,

Dariush Shahnava

Dariush Shahnava, President
(747)226-1744

<u>Item No.</u>	<u>Description:</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>	<u>QTY or % Completed</u>	<u>Total Due</u>
1	Remove and Dispose of the Existing Fence, Swing Gates, and Site Features	1	L.S.	\$7,290.00	\$7,290.00	100%	\$7,290.00
2	Construct New 6' High Wrought Iron Perimeter Fence	540	L.F.	\$101.25.00	\$54,675.00	540 L.F.	\$54,675.00
3	Construct New 4' Wide Single Leaf Swing Gate	3	E.A.	\$3,375.00	\$ 3,375.00	100%	\$3,375.00
4	Construct New 5' Wide Single Leaf Swing Gate	2	E.A.	\$4,050.00	\$8,100.00	100%	\$8,100.00
5	Construct New 6' Wide Single Leaf Swing Gate	2	E.A.	\$4,725.00	\$9,450.00	100%	\$9,450.00

<i>TOTAL CONTRACT AMOUNT:</i>	<i>\$89,640.00</i>
Total Project Completed and Stored to Date:	\$89,640.00
5% Retainage Deduction	-\$4,482.00
<i><u>Current Payment Due:</u></i>	<i><u>\$85,158.00</u></i>
Balance to finish, plus retainage	\$4,482.00

Please remit payment to the above address.



City of
BUENA PARK

MEMORANDUM
Department of Public Works

DATE: April 8, 2025

TO: Adrian Garcia, Finance Manager

FROM: Mina Mikhael, P.E., Director of Public Works / City Engineer

SUBJECT: Whitaker-Jaynes and Bacon House Perimeter Fence Upgrades Project

Amount: \$89,640 Account No.: 11-9806-190138

Purchase Order: 250078

Contractor: DASH Construction Company, Inc.
6320 Canoga Ave. Ste 220
Woodland Hills, CA 91367

Date Warrants are to be Mailed: 04/24/2025

RECOMMENDATION:

It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

CERTIFICATION:

This is to certify that the subject project has been completed satisfactorily. The contractor has submitted the final bill for the completed work and is entitled to payment in the amount of \$89,640 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A "Notice of Completion" will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

CC: Jaden Miller, P.E., Associate Engineer
Gloria Hernandez, Account Clerk



**I. FINAL PAYMENT TO CITY OF CYPRESS FOR THE VALLEY VIEW STREET REHABILITATION PROJECT
(ARTERIALS STREET REHABILITATION, PROJECT 377)**

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4I.
Prepared By	Approved By
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager
Presented By	
HySun Lee, Assistant Engineer	

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to the City of Cypress in the amount of \$168,030.79; and 2) Authorize the Finance Department to reimburse the amount of \$168,030.79 to City of Cypress.

PREVIOUS CITY COUNCIL ACTION

On August 13, 2024, the City Council approved a cooperative agreement with the City of Cypress for the Valley View Street Rehabilitation Project. At that time, the City Manager and City Attorney were authorized to execute the agreement in the amount of \$155,000.

DISCUSSION

The City of Cypress Arterial Street Rehabilitation Project (Project 377) has been completed. This project consisted of surveying, traffic control, two-inch grind and overlay, manhole adjustments, traffic loop re-installation, and the replacement of traffic striping, markers, and curb paint. The project limits are on Valley View Street between Ball Road and Cerritos Avenue.

The City of Cypress has submitted a bill for reimbursement of work completed as of February 4, 2025. All work items completed during the project have been reviewed and are in accordance to the approved scope of work.

The statement from the City of Cypress is attached and represents the final invoice of the project. The final cost for Buena Park's portion of this project is \$168,030.79, which is \$13,030.80 (or 8.41%) over the contracted project budget of \$155,000. The final cost is higher than the initially reported estimate due to necessary schedule changes to minimize traffic impact, unforeseen pavement deterioration requiring additional repairs, and quantity adjustments.

It is hereby recommended that the City Council accept the project as complete and authorize the Finance Department to release the reimbursement check to City of Cypress.

BUDGET IMPACT

The final cost of the project for the City of Buena Park's portion is \$168,030.79. This project will be funded by the Roadway Maintenance and Rehabilitation Account (RMRA) Fund, which has sufficient balance of \$200,000 allocated for this project. (Account No. 24-9806-590192).

Attachments

[Att 1 of 2 Valley View Rehab Invoice.pdf](#)

[Att 2 of 2 Valley View Rehab Appendix A.pdf](#)



CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
PHONE: (714) 229-6710

INVOICE NO.

13008

CITY OF BUENA PARK
ATTN: HYANG SUN LEE-DEPT. OF PUBLIC WORKS
6650 BEACH BLVD.
BUENA PARK, CA 90621

TO MAKE A PAYMENT VISIT:
<https://payments.cypressca.org/#/>



SEND CHECK PAYMENTS TO:
CITY OF CYPRESS
ATTN: FINANCE DEPARTMENT
5275 ORANGE AVENUE
CYPRESS, CA 90630

DATE 03/27/25	TERMS: PAYMENT DUE WITHIN 10 DAYS FROM DATE OF INVOICE	ACCOUNT 239-99999.3711	DEPARTMENT PW/ENGINEERING
------------------	--	---------------------------	------------------------------

DESCRIPTION	AMOUNT
Reimburse the City of Cypress for services and incidental items provided during the Arterial Street Rehabilitation Project 377, along Valley View Street between Ball Road and Cerritos Avenue, per the agreement between cities. Backup documentation is attached.	
Total Amount Due Upon Receipt	\$ 168,030.79

For Office Use Only:
Payment Code = EXP REIMB-EDIT

Arterial Street Rehabilitation, Project 377
City of Buena Park Cost Sharing

Bid Item #	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	0.07	LS	\$ 8,800.71	\$ 616.05
2	Traffic Control	0.07	LS	\$ 110,000.00	\$ 7,700.00
4	Changeable Message Signs	1	EA	\$ 1,800.00	\$ 1,800.00
5	Full-Width Cold Milling (2") Weekend Premium	46,500	SF	\$ 0.51	\$ 23,715.00
7	ARHM Overlay (ARHM-GG-C) (2") Weekend Premium	562	TN	\$ 160.00	\$ 89,920.00
10	Remove and Replace 4" AC Weekend Premium	147	TN	\$ 245.00	\$ 36,015.00
11	Adjust Manhole to Grade	3	EA	\$ 1,360.00	\$ 4,080.00
18	Thermoplastic Striping, Markers, and Curb Paint	0.07	LS	\$ 59,782.00	\$ 4,184.74
Total					\$ 168,030.79

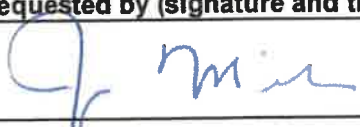




MONTHLY PAYMENT ESTIMATE SUMMARY FORM
City of Cypress, Public Works Department

Invoice No.	Period Start	Period End	Date	Payment Information	
210147	2/1/2025	2/28/2025	3/12/25	<input type="checkbox"/> Progress Payment	No. 3
				<input checked="" type="checkbox"/> Final Payment	
Project Title					CIP No.
Arterial Street Rehabilitation					377
Contractor			Address		
All American Asphalt			P.O. Box 2229 Corona, CA 92878-222		

Description	Amounts		
	Previous	This Estimate	To Date
Total Earning for Work and Materials Installed	\$ 1,473,841.88	\$ 1,258,908.53	\$ 2,732,750.41
Plus 65% of Invoice Amount for Materials Delivered	\$ -	\$ -	\$ -
Less Adjustment for Previous Materials Invoices	\$ -	\$ -	\$ -
Sub-Total =	\$ 1,473,841.88	\$ 1,258,908.53	\$ 2,732,750.41
Less 5% Retainage =	\$ 73,692.09	\$ 62,945.43	\$ 136,637.52
Net Earning =	\$ 1,400,149.79	\$ 1,195,963.10	\$ 2,596,112.89
		Less Previous Payments =	\$ 1,400,149.79
		Net Payment (this estimate) =	\$ 1,195,963.10

Contract Completion Data		Contract Cost Data	
Notice to Proceed Date	11/12/24	Original Contract Amount	\$ 2,496,688.00
Original Contract Duration	40	Approved Change Orders	\$ 236,062.41
Approved Time Extensions	14	Total Contract Amount =	\$ 2,732,750.41
Contract Completion Date	02/04/25	less Previous Payments/Billed	\$ 1,400,149.79
Purchase Order Data		less Current Invoice Due	\$ 1,195,963.10
PO No.	2025-285	Remaining Contract Balance =	\$ 136,637.52
Date	08/29/24	Percent Complete	100%
Account No(s):	239-80100-8012.4186		

Requested by (signature and title) - Contractor	Checked by Public Works Inspector
	Anthony Moussa Digitally signed by Anthony Moussa Date: 2025.03.12 09:58:11 -07'00'
Jim McGee, Project Manager All American Asphalt	Anthony Moussa, Public Works Inspector FCG Consultants, Inc.
Recommended by Project Manager	Approved by City Engineer
 Digitally signed by Kevin Chin Date: 2025.03.12 11:31:15-07'00'	 Digitally signed by Nick Mangkalakiri Date: 2025.03.13 16:58:53 -07'00'
Kevin Chin, Associate Engineer City of Cypress	Nick Mangkalakiri, City Engineer City of Cypress

No.	Fund	Program	Account	Amount
1				
2				
3				
4				
TOTAL INVOICE AMOUNT APPROVED FOR PAYMENT =				

MONTHLY PAYMENT ESTIMATE FORM
City of Cypress, Public Works Department

Invoice No.	Period Start	Period End	Date	Payment Information	
210147	2/1/2025	2/28/2025	3/12/25	<input type="checkbox"/> Progress Payment	No. 3
Contractor			Project Title	CIP No.	
Al American Asphalt			Arterial Street Rehabilitation	377	

Item No.	Pay Item	Contract		Previous Estimate		This Estimate		To Date	
		Quant.	Unit	Unit Price	Item Total	Quant.	Earnings	Quant.	Earnings
1	MOBILIZATION	1	LS	\$ 8,800.71	\$ 8,800.71	1.00	\$ 8,800.71	1.00	\$ 8,800.71
2	TRAFFIC CONTROL	1	LS	\$ 110,000.00	\$ 110,000.00	0.55	\$ 60,500.00	0.45	\$ 49,500.00
3	PRESERVATION OF SURVEY MONUMENTS AND CENTERLINE TIES	1	LS	\$ 11,000.00	\$ 11,000.00	0.50	\$ 5,500.00	0.50	\$ 5,500.00
4	CHANGEABLE MESSAGE SIGNS	14	EA	\$ 1,800.00	\$ 25,200.00	8.00	\$ 14,400.00	8.00	\$ 14,400.00
5	FULL-WIDTH COLD MILLING (2") WEEKDAY, REGULAR WORK HOURS	663,117	SF	\$ 0.37	\$ 245,363.29	526,918.30	\$ 194,959.77	114,450.70	\$ 42,346.76
6	FULL-WIDTH COLD MILLING (2") WEEKDAY, NIGHT WORK HOURS	15,400	SF	\$ 1.43	\$ 22,022.00	15,561.00	\$ 22,252.23	15,561.00	\$ 22,252.23
7	ARHM OVERLAY (ARHM-GG-C) (2") WEEKDAY, REGULAR WORK HOURS	8,173	TN	\$ 136.00	\$ 1,103,355.00	6,515.70	\$ 876,619.50	1,331.07	\$ 178,694.45
8	ARHM OVERLAY (ARHM-GG-C) (2") WEEKDAY, NIGHT WORK HOURS	190	TN	\$ 370.00	\$ 70,380.00	237.39	\$ 87,834.30	237.39	\$ 87,834.30
9	AC LEVELING COURSE	409	TN	\$ 157.00	\$ 64,213.00	-	\$ -	-	\$ -
10	R/R 4" AC	409	TN	\$ 197.00	\$ 80,573.00	852.21	\$ 167,885.97	239.78	\$ 47,236.66
11	DOUBLE ADJUST MANHOLE TO GRADE	22	EA	\$ 1,360.00	\$ 29,920.00	15.00	\$ 20,400.00	13.00	\$ 17,680.00
12	DOUBLE ADJUST OCSD MANHOLE TO GRADE	2	EA	\$ 4,200.00	\$ 8,400.00	-	\$ -	2.00	\$ 8,400.00
13	DOUBLE ADJUST MWD MANHOLE TO GRADE	3	EA	\$ 2,610.00	\$ 7,830.00	3.00	\$ 7,830.00	3.00	\$ 7,830.00
14	COORDINATE DOUBLE ADJUSTMENT OF MANHOLES OWNED BY OTHERS	13	EA	\$ -	\$ -	-	\$ -	-	\$ -
15	PROTECT IN PLACE EXISTING SCE VAULT	2	EA	\$ -	\$ -	-	\$ -	-	\$ -
16	TRAFFIC LOOPS (TYPE E)	106	EA	\$ 470.00	\$ 49,820.00	-	\$ -	102.00	\$ 47,940.00
17	TRAFFIC LOOPS (TYPE E MOD)	43	EA	\$ 444.00	\$ 19,092.00	-	\$ -	44.00	\$ 19,536.00
18	THERMOPLASTIC, MARKERS, AND CURB PAINT	1	LS	\$ 59,782.00	\$ 59,782.00	-	\$ -	1.00	\$ 59,782.00
Base Bid = \$ 1,915,661.00									
A2	TRAFFIC CONTROL	1	LS	\$ 52,305.00	\$ 52,305.00	-	\$ -	1.00	\$ 52,305.00
A3	PRESERVATION OF SURVEY MONUMENTS AND CENTERLINE TIES	1	LS	\$ 2,500.00	\$ 2,500.00	-	\$ -	1.00	\$ 2,500.00
A4	CHANGEABLE MESSAGE SIGNS	2	EA	\$ 1,930.00	\$ 3,860.00	2.00	\$ 3,860.00	-	\$ -
A5	FULL-WIDTH COLD MILLING (2") WEEKEND, DAYTIME WORK HOURS	157,553	SF	\$ 0.50	\$ 78,776.50	-	\$ -	153,569.20	\$ 76,784.60
A6	ARHM OVERLAY (ARHM-GG-C) (2") WEEKEND, DAYTIME WORK HOURS	1,842	TN	\$ 156.00	\$ 302,952.00	-	\$ -	1,801.35	\$ 281,010.60
A7	AC LEVELING COURSE	97	TN	\$ 335.00	\$ 32,495.00	-	\$ -	-	\$ -
A8	R/R 4" AC	97	TN	\$ 394.50	\$ 38,266.50	-	\$ -	84.20	\$ 33,216.90
A9	DOUBLE ADJUST MANHOLE TO GRADE	7	EA	\$ 1,360.00	\$ 9,520.00	-	\$ -	7.00	\$ 9,520.00
A10	DOUBLE ADJUST OCSD MANHOLE TO GRADE	6	EA	\$ 4,200.00	\$ 25,200.00	-	\$ -	6.00	\$ 25,200.00
A11	COORDINATE DOUBLE ADJUSTMENT OF MANHOLES OWNED BY OTHERS	13	EA	\$ -	\$ -	-	\$ -	-	\$ -
A12	TRAFFIC LOOPS (TYPE E)	9	EA	\$ 488.00	\$ 4,392.00	-	\$ -	14.00	\$ 6,832.00
A13	TRAFFIC LOOPS (TYPE E MOD)	4	EA	\$ 461.00	\$ 1,844.00	-	\$ -	4.00	\$ 1,844.00
A14	THERMOPLASTIC, MARKERS, AND CURB PAINT	1	LS	\$ 28,916.00	\$ 28,916.00	-	\$ -	1.00	\$ 28,916.00
Alternate Additive A = \$ 581,027.00									
Original Contract = \$ 2,496,688.00									
CO-1	COO 1 As Described in CCO from City	1	LS	\$ 1,074.62	\$ 1,074.62	-	\$ -	1.00	\$ 1,074.62
CO-2	COO 1 As Described in CCO from City	1	LS	\$ 262,088.94	\$ 262,088.94	-	\$ -	1	\$ 262,088.94
CO-3									
Approved CO Total =				\$ 263,163.56					
Total Contract Amount =				\$ 2,759,851.56					
TOTAL =				\$		1,473,641.88		\$	
						1,256,908.53		\$	
								\$	

Requested by (Signature and Title) - Contractor

Jim McGee, Project Manager - Al American Asphalt

Checked by Public Works Inspector

Anthony Moussa
Digitally signed by Anthony Moussa
Date: 2025.03.12 09:58:30 -0700
Anthony Moussa, Public Works Inspector - FCG Consultants, Inc.

CITY OF CYPRESS

Contract Change Order No. 1 Sheet 1 of 2

Project: Arterial Street Rehabilitation, Project 377

Contractor: All American Asphalt, P.O. Box 2229, Corona, CA 92878

You are hereby directed to make the following changes, described below, from the Plans and Specifications; or to do the following work, described below, which was not included in the Plans and Specifications on this Contract.

NOTE: THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY THE CITY.

Item No.	Description	Amount	Add'l Working Days
1.	Provide all equipment, labor, materials, and tools for striping revisions on Valley View St. Cost for this change is \$1,074.62. (Change Order Request #1) No additional compensation will be allowed under this change.	\$ 1,074.62	0
2.	Provide all equipment, labor, materials, and tools for cold mill and paving weekend premiums on Valley View St. Work also includes weekend premium time for cat-tracking, additional mobilization costs for striping crews due to the extension of work over multiple weekends, and additional DLC splicing work for traffic loops. Cost for this change is \$262,088.94. (Change Order Request #2) No additional compensation will be allowed under this change.	\$ 262,088.94	14
3.	Additional compensation to provide all equipment, labor, materials, and tools for overages in bid quantity. Cost for this change is \$163,357.56. No additional compensation will be allowed under this change.	\$ 163,357.56	0
Total		\$ 426,521.12	14

CITY OF CYPRESS

Contract Change Order No. 1 Sheet 2 of 2

Project: Arterial Street Rehabilitation, Project 377

Contractor: All American Asphalt, P.O. Box 2229, Corona, CA 92878

By reason of this Change Order, the time of completion, as stated in the Contract, will be adjusted as follows: **14 days**. The new contract extended day of completion is **February 4, 2025**.

Total Cost Increase	\$	426,521.12	Decrease	\$	190,458.71
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Original Contract	\$	2,496,688.00	
Change Order No. 1	\$	426,521.12	
Credits to Original Contract	\$	(190,458.71)	
Revised Contract	\$	2,732,750.41	


Purchase Order No. 2025-285

Requested and submitted by: Kevin Chin, Project Manager Date: 3/10/2025

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree that if this Change Order is approved, we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified above; and we will accept as full payment therefore the prices shown above.

Accepted by: Jim McGee Date: 3/11/2025

Title: Project Manager Contractor: All American Asphalt

Approved by:  Date:
Digitally signed by Nick Mangkalakiri
Date: 2025.03.11 17:25:51 -07'00'
City Engineer



**ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES**
ENGINEERING - CONTRACTORS - ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878 2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

To:	City of Cypress - Finance Department	Contact:	
Address:	5275 Orange Cypress, CA 90630	Phone:	7142296700
		Fax:	
Project Name:	ARTERIAL ST. REHABILITATION - CYPRESS	Bid Number:	
Project Location:	VALLEY VIEW STREET, CYPRESS, CA	Bid Date:	8/9/2024

Valley View Change Order Request. (Weekend Work) COR#2

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
50	Coldmill Contract (.37 Cents) CCO- (.51 Cents) Difference .14 Cents	454,312.50	SF	\$0.14	\$63,603.75
51	A/c Pave Contract (135 /ton) CCO (160 /ton) Difference 25 /ton	5,567.65	TON	\$25.00	\$139,191.25
52	A/C DIGOUTS Contract (197/ton) CCO (245/ton) Difference 73/ Ton	885.73	TON	\$48.00	\$42,515.04
53	SUNDAY PREMIUM LAYOUT	4.00	EACH	\$756.00	\$3,024.00
54	TEMP STRIPE	4.00	EACH	\$2,878.00	\$11,512.00
55	DLC CCO	1.00	LS	\$2,242.90	\$2,242.90
Total Bid Price:					\$262,088.94

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

All American Asphalt

Authorized Signature: _____

Estimator: MCGEE, JIM
(951) 736-7600 jmcgee@allamericanasphalt.com

**AN AGREEMENT BETWEEN THE CITY OF CYPRESS AND CITY OF BUENA PARK
FOR THE ARTERIAL STREET IMPROVEMENTS OF VALLEY VIEW STREET**

This Agreement ("AGREEMENT") is made and entered into this 26th day of August, 2024, by and between the City of CYPRESS, a municipal corporation, hereinafter referred to as "CYPRESS" and City of BUENA PARK, a municipal corporation, hereinafter referred to as "BUENA PARK".

W I T N E S S E T H:

WHEREAS, Valley View Street from Ball Road to Cerritos Avenue ("Valley View Street") is located partially in CYPRESS and partially in BUENA PARK; and

WHEREAS, CYPRESS has proposed an asphalt overlay improvement project to Valley View Street entitled Arterial Street Rehabilitation, Project 377, and which includes but is not limited to, mobilization, surveying, traffic control, 2-inch grind and overlay, manhole adjustments, traffic loop reinstallation, replacement of traffic striping, markers, and curb paint, and other incidental items of work to be further described in the plans and specifications ("IMPROVEMENT"); and

WHEREAS, the IMPROVEMENT will extend the service life of Valley View Street and be of benefit to CYPRESS and BUENA PARK; and

WHEREAS, it is in the public interest that the construction of the IMPROVEMENT be accomplished by CYPRESS and BUENA PARK under a collective participation agreement; and

WHEREAS, the purpose of this AGREEMENT is to provide for the allocation of responsibilities for the construction of the IMPROVEMENT.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, CYPRESS and BUENA PARK do hereby agree as follows:

I. CYPRESS agrees:

- A. To prepare or cause to be prepared, all environmental documents required for the IMPROVEMENT in compliance with the California Environmental Quality Act; plans and specifications for the construction of the IMPROVEMENT; to solicit bids and award a contract as a public works project to the lowest responsible bidder; to administer the contract to complete the IMPROVEMENT, including requiring payment of prevailing wages, all in compliance with State and local law; and to pay such contractor pursuant to the construction contract.
- B. To require any and all contractors performing work necessary to complete the IMPROVEMENT (the "WORK") to indemnify, defend and hold BUENA PARK, its elected officials, officers, agents, and employees free and harmless with respect to any and all claims and liabilities, including stop notices, arising out of performance of the WORK.
- C. In addition to any requirements of CYPRESS, to require any and all contractors performing the WORK to obtain and maintain commercial general and automobile liability and workers compensation insurance acceptable to BUENA PARK and

providing protection to BUENA PARK, its elected officials, officers, agents, and employees as additional insureds.

- D. To obtain approval from BUENA PARK's City Engineer of the final plans and specifications for construction of the IMPROVEMENT with respect to that portion located within BUENA PARK.
- E. To invoice BUENA PARK for BUENA PARK's share of the costs of the WORK incurred by CYPRESS for the IMPROVEMENT as described in Section II.B below.
- F. To obtain consent from BUENA PARK's City Engineer in advance of any contractor performing WORK within BUENA PARK's right of way that could reasonably create any risk to public safety, restrict BUENA PARK's ability to provide necessary maintenance, or compromise normal drainage or infrastructure operation, with respect to Cerritos Avenue.

II. BUENA PARK agrees:

- A. To designate and does hereby so designate CYPRESS as the lead agency for the purpose of accomplishing the construction of the IMPROVEMENT.
- B. To pay CYPRESS its share of the actual construction costs for the WORK within the boundaries of BUENA PARK based upon unit prices bid and quantities used within BUENA PARK. The approximate area of IMPROVEMENT within the boundaries of BUENA PARK is 46,500 square feet and the assumed density of the asphalt rubber hot mix (ARHM) is 145 lbs. per cubic feet. The estimated construction cost of the BUENA PARK portion is ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00), provided that BUENA PARK shall pay CYPRESS an amount equal to 100% of the cost of the WORK performed within BUENA PARK's boundaries upon acceptance of the IMPROVEMENT as complete by BUENA PARK.

III. IT IS MUTUALLY AGREED:

- A. During construction CYPRESS shall furnish a resident engineer to perform the usual functions of a resident engineer on a public works project. BUENA PARK, as secondary agent, may, but is not obligated to, furnish its own respective resident engineer. Said resident engineers shall cooperate and consult with each other, but directives of CYPRESS's resident engineer shall be final.
- B. CYPRESS and BUENA PARK shall cooperate in good faith and to the fullest extent reasonably possible in successfully completing the IMPROVEMENT and WORK described in this AGREEMENT.
- C. CYPRESS shall provide an itemized invoice for WORK satisfactorily completed reflecting all costs and WORK performed. Payment of the BUENA PARK portion of the costs shall be due within sixty (60) days from the date of receipt of an invoice from CYPRESS, or BUENA PARK's acceptance of the IMPROVEMENT as complete, whichever last occurs. If payment in full is not received within the foregoing period, interest shall accrue at 10% per annum until paid.

- D. Party Representative: The persons responsible for administration of this AGREEMENT on behalf of each respective party and to whom notices permitted or required to be provided pursuant to this Agreement, are as follows:

BUENA PARK: Mina Mikhael, Director of Public Works/City Engineer

CYPRESS: Nick Mangkalakiri, City Engineer

- E. This AGREEMENT shall be effective upon mutual execution. The term of this AGREEMENT shall continue until the WORK is finally accepted by both parties and the time within which any stop notice may be filed has expired, unless sooner terminated by either party hereto by serving on the other party a thirty (30) day written notice of such termination. In the event of termination without cause by BUENA PARK, BUENA PARK shall reimburse CYPRESS for all out-of-pocket expenses incurred by CYPRESS on behalf of BUENA PARK up to the date of termination, but not to exceed BUENA PARK's portion set forth in Section II.B, above. In the event of termination without cause by CYPRESS prior to completion of the WORK, BUENA PARK shall have no further obligation to CYPRESS.
- F. Neither CYPRESS nor any elected official, officer or employee thereof shall be responsible for any damage or liability incurred by reason of anything done or omitted to be done by BUENA PARK under or in connection with the WORK or any work, authority or jurisdiction delegated to BUENA PARK under this AGREEMENT. Pursuant to Government Code Section 895.4, BUENA PARK shall fully indemnify, defend, and hold CYPRESS harmless from any liability imposed for injury as defined in Section 810.8 occurring by reason of anything done or omitted to be done by BUENA PARK under or in connection with any work, authority or jurisdiction delegated to under this AGREEMENT.

Neither BUENA PARK nor any officer or employee thereof shall be responsible for any damage or liability incurred by reason of anything done or omitted to be done by CYPRESS under or in connection with the WORK or any work, authority or jurisdiction delegated to CYPRESS under this AGREEMENT. Pursuant to Government Code Section 895.4, CYPRESS shall fully indemnify, defend, and hold BUENA PARK harmless from any liability imposed for injury as defined in Section 810.8 occurring by reason of anything done or omitted to be done by CYPRESS under or in connection with any work, authority or jurisdiction delegated to CYPRESS under this AGREEMENT.

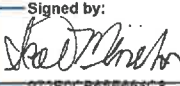
- G. This AGREEMENT represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this AGREEMENT. This AGREEMENT may not be modified, altered or amended except in writing signed by both of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by and through their authorized officers on the date set forth below.

CITY OF CYPRESS
A Municipal Corporation

CITY OF BUENA PARK
A Municipal Corporation

Signed by:
By: 
572E0CB03E004C8...
Scott Minikus, Mayor

DocuSigned by:
By: 
A60CA453C9B349B...
Aaron France, City Manager

ATTEST:

Signed by:

D3B5E96D52E1A0B...
Alisha Farnell, City Clerk

ATTEST:

DocuSigned by:


47B4D47B475B40A...
Adria Jimenez, City Clerk

APPROVED AS TO FORM AND CONTENT:
CITY OF CYPRESS

Signed by:

073F5B9C6515404...
Douglas A. Dancs, P.E.
Director of Public Works
City of CYPRESS

CITY OF BUENA PARK

Signed by:

FA02C809DD874A0...
Mina Mikhael, P.E.
Director of Public Works/City Engineer
City of BUENA PARK

DocuSigned by:

7DDFF4E4E9D9F405...
Fred Galante, City Attorney
City of CYPRESS

Signed by:

2E9028B0C07A400...
Christopher G. Cardinale, City Attorney
City of BUENA PARK



Appendix "A" - Capital Improvement Project Final Report

**VALLEY VIEW STREET REHABILITATION PROJECT WITH
THE CITY OF CYPRESS
(ARTERIAL STREET REHABILITATION, PROJECT 377)**

CONTRACT

Cooperative Agreement Amount for City of Buena Park Portion	\$155,000.00
Approved Construction Contract Amount	<u>\$155,000.00</u>

CONTRACT ADJUSTMENTS

Contract Change Orders

Total Contract Adjustments	<u>\$0.00</u>
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CONTRACT EXPENDITURES

Previous Payments

Value of Work Done Previously	\$0.00
Retention Held Previously	<u>\$0.00</u>
Less Previous Payments	\$0.00

Final Payment

Value of Work Done This Period	\$168,030.79
Retention Held This Period	<u>\$0.00</u>

Total Amount Due This Payment	\$168,030.79
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PROJECT SUMMARY

Billing Statement Amount	\$168,030.79
Total Construction Contract Adjustment	<u>\$0.00</u>
Revised Construction Contract	\$168,030.79

Approved Construction Contract Amount	\$155,000.00
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Amount Above the Approved Construction Contract Amount	\$13,030.79
Percentage Above the Approved Construction Contract Amount	8.4%

City Council Regular Meeting Agenda Report

J. AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS (PGIS) FOR CITATION PROCESSING SERVICES

Authorize the City Manager to execute a three-year agreement for parking and administrative citation processing services with two automatic renewals unless terminated. Associated costs in the amount of \$90,000 annually will be budgeted in the Police Department budget (Account No. 11-6240-550502) and the amount of \$25,000 in the Community Development budget (Account No. 11-6240-631140).

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4J.
Prepared By	Approved By
Frank Nunes, Police Chief	Aaron France, City Manager
Presented By	
Judy Williams, Lieutenant	

RECOMMENDED ACTION

1) Approve an agreement with Phoenix Group Information Systems for citation processing services and collections ("Agreement"); 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (H) which allows the City Council to dispense with bidding when it is in the best interest of the City; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreements; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On October 8, 2019, the City Council approved an agreement with Phoenix Group Information Systems.

DISCUSSION

Phoenix Group Information Systems (PGIS) has provided citation processing services to the City since July 1993. The firm has been a responsive contractor and has met all obligations for the agreement. PGIS' client portfolio includes over 250 agencies and public entities. PGIS has agreed to maintain their current pricing in the proposed 2025 contract without any increases. To maintain up-to-date technology, they will provide three state-of-the-art ticket writers and Bluetooth printer units with protective covers and software at no cost to the city. By staying with PGIS, the City would eliminate administrative costs associated with issuing a new Request for Proposal (RFP). Transitioning to a new vendor would also result in service delays, data migration requirements, and additional setup costs. A new RFP could result in a 30% cost increase due to rising operational expenses and inflationary adjustments in technology and service costs.

In addition to the Police Department, Code Enforcement Officers also use PGIS ticket writers. The Community and Economic Development Department has been pleased with PGIS' customer service and responsiveness.

The new agreement's initial term will be three years, with two automatic one-year renewals, the last of which expires on June 30, 2030. The agreement is virtually the same as the previous contract, and pricing remains firm for the entire term. The City may cancel at any time with a 90-day notice.

Dispensing with the competitive bidding pursuant to Municipal Code Section 3.28.080(H) is in the best interest of the City because it will result in lowest price for these services.

This report has been reviewed and approved by the Purchasing Manager.

BUDGET IMPACT

The cost of processing citations is based on the number of citations issued and, therefore, is not a fixed amount. Historically, \$85,000 has been appropriated in the Police Department budget and has been sufficient to cover these services. However, with the increase of the City's parking control staffing levels from three to four Traffic Enforcement Specialists, the Police Department is doing six days a week of enforcement, increasing the number of citations being issued. Based on the increase in citations, the Police Department will be budgeting \$90,000 (Acct. No. 11-6240-550502) in the proposed FY 2025-2026 annual budget.

The City will offset the costs of this contract on revenue collections from the ticket writing process. The City typically collects anywhere from \$500,000 to \$800,000 in revenue, depending upon the volume of tickets issued during the fiscal year. PGIS has a strong record of collection strategies for persons who default on their payments.

Attachments

[Parking Citation Processing Agreement with Phoenix Group 2025.pdf](#)
[2025.104 Phoenix Group Cert City of Buena Park Parking.\(PD-B.Geyer\).pdf](#)

PARKING CITATION PROCESSING SERVICE AGREEMENT

PHOENIX GROUP Information Systems, a California Corporation
2677 N. Main Street, Suite 440
Santa Ana, CA 92705
(Hereinafter referred to as "PHX")

Agrees to provide to:

City of Buena Park
6650 Beach Blvd, Buena Park CA 90622
(Hereinafter referred to as "CITY")

Ongoing Parking Citation Processing and Administrative Citation Processing in accordance with the following terms and conditions:

1.0 PROCESSING SERVICES PROVIDED

PHX shall receive from the CITY and process parking citations issued to California and out-of-state vehicles issued by the City. PHX will provide the CITY with a citation processing management system and access to the database using the Internet and Wincite.net.

1.1 Citation referral and Reconciliation: The CITY will forward citations to PHX daily or weekly via electronic communication or hard copy. Statistics reporting will provide detail of the information received by issue date. The CITY will also include payment information as well as cancellations, dismissals, voids, corrections and/or other relevant information pertaining to the citation(s) status. PHX will update the CITY on a monthly basis regarding status of payment updates. The CITY may also update to the database remotely.

1.2 Registered Owner Information: PHX will be responsible for maintaining on-line communications with the California DMV. This communication is required as part of this agreement to request registered owner information. Further, PHX will be responsible for communicating and purchasing registration information with DMV offices out-of- state. If PHX is unable to obtain the information necessary, the citation may be returned to CITY for research and follow up.

1.3 Parking Delinquent Notices: PHX will generate and mail the notices for citations that have been referred to PHX by CITY. The mailed notice will include:

- a) Citation number,
- b) Date and time of issuance,
- c) Violation and description,
- d) The amount of fine/fee due,
- e) How to pay the citation and,
- f) Return address for payment

1.4 Parking Citation Delinquent Notices: Notices are sent to the owner that DMV has on record at the time the citation is written.

The notice will include all the information included on the citation (i.e., citation number, violation number, and violation description) and consequences for nonpayment, and/or any additional information required by the code section. The notice of violation is a letter format with a remittance return portion for payment. If required by the City's ordinance, additional letters may be generated

1.5 Performing and Processing Administrative Review Requests

PHX will perform and process all administrative reviews for the CITY. Administrative review requests mailed directly to PHX will be entered into the system within two (2) business days from date of receipt. If any requests are received by the CITY they shall be forwarded to PHX immediately for entry. PHX will ensure a result letter is sent for each review request. All original review documentation will be stored at PHX for ease of retrieval. Monthly reporting will be provided to CITY with a listing of review results by citation number.

2.0 PAYMENT PROCESSING

All payments processed by PHX will be based on the directions and instructions provided by the CITY. Details of the process may change as needed and will be directed by the CITY. Payment processing and deposits will be made within 24 - 48 hours of receipt of payment. The monies will be deposited into an account controlled by the CITY. PHX will make deposits on behalf of the AGENCY for payments received by PHX. All payments collected by CITY will be entered remotely or reported to PHX by CITY.

2.1 Revenue Reporting: PHX will forward revenue reports to balance the deposits for the month. The reports will list all citations paid by citation number and all deposits made by day.

2.2 Change to Payment Processing Procedures

The CITY retains the right to change the banking procedure. Changes to the procedures will be negotiated with PHX to the extent that the banking procedures remain within the scope of services provided by PHX. Changes to the process will be finalized in writing between the CITY and PHX.

2.3 Credit Card Payments

PHX will provide the option for the public to pay citations by credit card on the telephone or on the Internet for Parking citations. The violator may use the following credit cards: Discover, MasterCard, Visa or American Express. The system will provide real time access to the citation data, including the balance due. The secure site will verify the credit card, approve the payment and update the citation record in real time. The public will be charged a convenience fee that is retained by PHX of \$5.95 or 4.25% whichever is greater for all citation payments made. No additional costs will be charged to the CITY. The violator is instructed on how much to pay for the citation and how much they are charged as a convenient fee and alternative methods for payment. NO additional costs are passed on to the CITY. Payment Disbursements are satisfied once a month.

2.4 Credit Card Charge Back: The process includes the following:

- a) Charge back notification received by PHX;
- b) PHX locates the citation(s) that were paid on the transaction being disputed;
- c) PHX reverses the payment of the citation(s) and reopens the citation(s) immediately;
- d) PHX enters notes regarding the credit card payment information including, but not limited to:
 - Original Transaction ID(s);
 - Chargeback ID; and
 - Any pertinent correspondence regarding the charge back.
- e) A letter of dispute describing the charge is sent to the credit card company;
- f) If the dispute is found in favor of the credit card holder, then the charge back is accepted and a notice of unpaid fees are sent to the registered owner;
- g) Charge back paperwork is then filed by PHX for later retrieval if necessary; and
- h) Charge backs are reflected in the monthly reporting.

2.5 Custom Website

PHX will establish a website link to our website for inquiry, payment, and online contesting options. This will appear to the violator that they are working directly with CITY. We can also allow the payment screen to simulate CITY's web page. The credit card option will be set up and maintained by PHX with no additional costs charged to CITY. The services include:

- a) Setting up a custom header and footer page based on graphics approved by CITY;
- b) All merchant fees; and Internet security and website fees.
- c) Provide for Parking citation payments,
- d) Citations payments, contesting and rules for contesting
- e) The option to submit an initial administrative review or hearing request online

3.0 ONLINE INQUIRY

System inquiry will provide to the CITY (inquiry for both Parking citations):

- a) Electronic facsimile of the original citation
- b) All citation information,
- c) Current status of the citation,
- d) Delinquent notice information, due date, mailing date.
- e) Administrative review, hearing court appeals, and disposition information.
- f) Payment information, including all date, amounts and payment codes, and
- g) Registered owner information
- h) The citation data is accessible by citation number, vehicle license number, name, or VIN number.

3.1 Equipment Requirements:

CITY will provide a standard Personal Computer that will run Microsoft Internet Explorer 6.0 or greater, and Windows 2000, Windows XP Pro or greater. PHX will provide Wincite.net to the CITY for citation data and reporting access. Any license requirements to operate Microsoft products will be the responsibility of the CITY.

4.0 REMOTE DATA ENTRY

4.1 Remote Data Entry: Remote data entry will be provided through the Internet, using Internet Explorer and Wincite.net. Each operator would be set up with a unique password and Security Level. Individual function levels will include view only, edit, add, and dismiss/void capabilities.

4.2 User accounts: Accounts may be established by the CITY and/or PHX. Access is limited to employees of the CITY only. This limitation specifically excludes contractors and/or consultants. Exceptions to the limitation must be approved in writing by PHX.

5.0 REPORTING

PHX will supply CITY with electronic monthly reporting. The reports will be supplied to the CITY in a PDF format available for access using Adobe Reader with the option to export to Excel. The reports will include at least the following:

- a) Officer Summary Report
- b) Officer Summary Y-T-D Monthly Recap
- c) Void/Dismiss Report
- d) Habitual Offender Hot Sheet Report and Detail
- e) DMV Monthly Reports (Parking only)
- f) Out of State Revenue Detail Report (Parking only)
- g) Revenue Collection Detail Report
- h) Daily Deposit Report
- i) Revenue Distribution Surcharge Report (Parking Only)

City of Buena Park Agreement Dated 03/11/2025

The production/management reports will be reviewed with CITY to establish the monthly reports required to provide adequate Information and detail. The monthly production report schedule may change as needed. Reporting information may also be provided to the CITY in Excel or other method mutually agreeable to both parties.

6.0 SURCHARGES It is the responsibility of the CITY to outline the surcharges that require monthly reporting to PHX. PHX will provide the monthly surcharge disbursement report to the CITY as part of the monthly reports as identified in Section 5. The CITY will make all disbursements to the County.

7.0 OWNERSHIP OF SOFTWARE

CITY acknowledges that the software and software programs used by the CITY were developed by PHX and PHX is the sole property owner. CITY obtains no right or interest in the software by virtue of this agreement.

ADMINISTRATIVE CITATIONS

Phoenix Group will provide services to process Administrative Citations issued by the City of Buena Park.

1.0 Citation Data:

All citation data, including the name and address obtained at the site of the violation will be entered into the data system. Phoenix will provide (pre-numbered) batch cards for tracking and controlling the citations sent to our office. Any variations will be researched by PHX and the CITY would be notified of any discrepancies.

2.0 Fine Schedule

The CITY will provide the Fine schedule along with associated late fees, and associated due dates.

3.0 Notice of Violation (Letters)

The notice of violation will be generated by PHX and include:

- a. Amount due for the violation issued,
- b. Applicable late fees,
- c. How to contest the citation,
- d. Warning of intent to notify a Third Party Collection Agency for non-compliance.

The notice will include the information contained within the citation (i.e., citation number, violation number, violation description and Location) and consequences for non-payment, and/or any additional information required by the code section. The notice of violation is prepared in letter format with a remittance return portion for payment and return envelope. Second and Final Warning letters are mailed prior to notification to a third party Collection Agency.

The letters provided for this program include:

- a. First Notice after Violation; Title: Notice of Administration Violation
- b. Second Notice and Warning letter after Violation; Title: Warning Collection Notification-Final Notice

4.0 Payments

All citation payments will be made to the order of City of Buena Park. The payments will be processed within the current guidelines established between the CITY and PHX in Section 2.0 of the agreement.

Credit Card Payments: The public will be charged a convenience fee of \$3.95 or 3.25% whichever is greater for all citation payments made by Visa, Master Card, Discover, or AMEX. No additional costs will be charged to the CITY.

Disbursement of the citation revenue is made to the CITY the following month with detailed reporting to reflect and balance to citation activity.

CITY will have the ability to set up payment plans with violators for installments for citations. The amount of the fine and the final due date is custom per citation and determined by the CITY.

5.0 Website Set up

A Website for the Administrative citations will be created for obtaining citation information, making payments and contesting instructions. The website will be integrated with the website already in place for the parking citation program. The contesting information will be directed and/or provided by the CITY. The CITY shall be responsible to specify content updates if or when any information on the website changes.

6.0 Collections and FTB

If Authorized by AGENCY, PHX will pursue INDIVIDUALS with unpaid citations that meet the criteria of special collections and/or Franchise Tax Board collections (FTB). PHX Collections Criteria includes: Not paid, Not suspended, and in an OPEN status. PHX will mail out a delinquent letter of warning. If the citation remains unpaid PHX will use one or several collections efforts including but not limited to: Special Collections and/or FTB Collections.

All payment updates by FTB will be forwarded to PHX by AGENCY for updating and reporting.

8.0 FEES

In consideration of the services provided, CITY agrees to pay the following fees per citation:

There is a minimum monthly fee of \$100.00. If the cost of citations issued exceeds \$100.00 in actual billing charges, the minimum fee will be waived.

The costs are proposed for **Parking** Citations:

Cost per citation issued	\$1.35	Per citation processed
Payment Processing/Updates	No Charge	Cost per payment processed
Delinquent Notices	No Charge	A delinquent notice is mailed only for citations that reach the delinquent period or second notices as required. Not all citations receive a delinquent notice
Postage	No Charge	For all correspondence mailed.
On-line Contesting: Review and Hearing	Included	This service will provide an online contesting application that provides, dispute instructions, forms, and information as a convenient portal to the public. Hearings will be scheduled as directed by the City. PHX will send out hearing schedule letters, handle reschedules and notification to the city and the citizen.
Hearing Officer	\$120.00 hourly rate	Hourly Rate for Hearing Officer.
Out of State citations	30%	Out of State processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.
Credit Card Payments	No Charge	A convenience fee of \$5.95 or 4.25% whichever is greater, will be charged to the public for a convenience fee – no cost to the CITY.
Chargebacks	\$30.00	If applicable, citation will be reopened and fee will be added (administrative fee, pass through cost for the City).

Bank returned checks	\$10.00	Bank returned items are charged to the CITY in the event that the bank returns a citation payment uncollected. These charges are usually passed on to the violator. There is no charge to reopen a citation. (Optional Service)
Refunds	\$5.00	Bank account must be controlled by PHOENIX. The CITY will approve each refund in advance of disbursement. (Optional Service)
County Surcharge Disbursement	\$25.00	Checks are prepared and disbursed back to the CITY for payment to the County. (Optional Service)
Special Custom Letters	\$1.50	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, collections, FTB or habitual violations (Scofflaw).
AB503 Payment Plan Processing	\$245.00	Monthly fee for the creation, processing and monitoring of all payment plans in compliance with legislative bill 503.
FTB (Franchise Tax Board)	15% + \$1.35 ssn# lookup	Franchise Tax Board Collections: Activated Based on age of collections. 15% charged only on collected revenue.
Expedited Collections	15%	If bail amount is recovered after 90 days.

The costs are proposed for **Administrative Citations**:

Cost per citation issued	\$1.32	Per citation processed
Payment Processing/Updates	No Charge	Cost per payment processed
Delinquent Notices	\$1.00	A delinquent notice is mailed only for citations that reach the delinquent period or second notices as required. Not all citations receive a delinquent notice
Postage	First Class rates	For all correspondence mailed.
On-line Contesting: Review and Hearings	Included	This service will provide an online contesting application that provides, dispute instructions, forms, and information as a convenient portal to the public. Hearings will be scheduled as directed by the City. PHX will send out hearing schedule letters, handle reschedules and notification to the city and the citizen.
Special Custom Letters	\$1.50	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, collections, FTB.
Credit Card Payments	No Charge	A convenience fee of \$5.95 or 4.25% whichever is greater, will be charged to the public for a convenience fee – no cost to the CITY.

Chargebacks	\$30.00	If applicable, citation will be reopened and fee will be added (administrative fee, pass through cost for the City).
FTB (Franchise Tax Board)	15% + \$1.35 ssn# lookup	Franchise Tax Board Collections: Activated Based on age of collections. 15% charged only on collected revenue.

8.1 Postal Increases: In the event of a postal increase, PHX will request the adjustment of fees to offset the postal increase only; such requests will be in writing.

8.2 Electronic copy for archival: PHX will charge \$50.00 for each electronic copy as requested by CITY, which contains archived data as specified in Section 9.0.

9.0 DATA RETENTION POLICY

9.1 Computer data files: Data will be removed/archived from the system every July. Data archived from the system will be retained by PHX on electronic copy; it will be retained from 24 months from the date of archival. The CITY has the option to receive a copy of the data on electronic copy per request of the CITY. Related costs are defined in Section 8 Fees.

Criteria for removal/archival of data will be:

Closed citations: Any citation date older than 18 months, and has been closed for a period of one year.

Open citations: Any citations open that is not on DMV hold, and older than 24months. Regardless of age open citations that are on DMV files with a hold on the registration will remain on the system until DMV clears the citation.

9.2 Hard copy data: Hard copy files will be returned to the CITY twice a year which will contain citations older than six months old. For example citation hard copies from January- June will be returned to the CITY the next January. These files will consist of the original citations and payment receipts. PHX will provide computer generated citation data for citations on the system provided they have not been archived to electronic copy.

10.0 TERM AND RENEWALS:

Except as otherwise stated these terms and conditions shall be in effect between both parties, which shall commence on 07/01/2025-06/30/2028. This agreement shall automatically renew for subsequent one-year periods up to 2 years. With the exception of postage increase, all pricing shall remain firm and there will be no increases during the five year term.

10.1 Ownership of Data: All citations, electronic and handwritten; reports; electronic media, and any other documents, including copies and reproductions assembled or prepared by PHX employees, agents, officers; in connection with the Agreement shall be the property of the CITY and shall be delivered to the CITY upon either the completion of this Agreement or the termination of this Agreement.

10.2 Exclusivity: CITY agrees to utilize only the services of PHX during the term of this agreement for the processing of citations. CITY also agrees during the term of agreement to not directly or indirectly assist a competitor of PHX in the performance of the services provided by PHX under this agreement, and not to divulge the trade secrets or property of PHX to any unauthorized person or entity. This Non-Disclosure obligation shall survive the termination of this agreement.

10.3 Books and Records: PHX will maintain adequate books and records for parking citations forwarded to PHX for processing. Upon two week prior notice, such books or records, related processing data, and CITY bank records shall be available for inspection or audit by CITY at PHX's location during regular working hours.

11.0 LIMITATION OF LIABILITY

PHX's sole liability to CITY or any third party for claims, regardless of form, arising out of errors or omissions in the services provided, shall be to furnish a correct report or data and to correct CITY files, provided that CITY promptly advised PHX thereof. PHX shall not have any liability under this Agreement for any money damages resulting from claims made by CITY for the unavailable services or for errors, omissions, interruptions, or delays in the services provided.

In connection with the services provided, PHX shall defend, indemnify, and hold the CITY and its officials harmless with respect to any and all damages, liabilities, losses, reasonable defense costs or expenses including but not limited to liability related to the negligence, recklessness, or willful misconduct of PHX in the performance of its services under this Agreement.

12.0 INSURANCE

PHX shall procure and maintain for the durations of the contract the following insurance against claims for injuries to persons or damages of property, which may arise from or in connection with the performance of the Contract by PHX, his agents, representatives, employees, or subcontractors:

- A. General Liability: \$1,000,000 combined single limit for each occurrence.
- B. Workers' Compensation as required by the Labor Code of the State of California.

13.0 CONFIDENTIAL/FILE SECURITY

Reasonable security provisions will be provided by PHX to insure the access to CITY computer records and files will be available only to CITY. PHX cannot guarantee against loss or alteration of computer records, but will take reasonable precautions to prevent such occurrences. PHX will hold all CITY data in strict confidence and shall not provide any data to any other party unless directed by CITY in writing or as ordered by any Lawful CITY.

14.0 SECTION HEADINGS

Section headings that appear in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of text.

15.0 MISCELLANEOUS

15.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

15.2 The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions of this agreement.

15.3 If any provision of this Agreement shall not be enforceable, the remainder of this Agreement shall remain in full force.

15.4 All provision of this Agreement shall be binding upon both parties.

15.5 The Agreement contains the entire understanding between PHX and CITY with respect to citation processing, and upon the commencement date, supercedes and replaces all prior agreements, negotiations, proposals, or representations regarding warranty or Services.

15.6 PHX agrees that it is an independent contractor and that its officers and employees are not employees of CITY, nor are they entitled to any benefits as CITY employees as a result of the execution of this contract.

16.0 COMMENCEMENT OF WORK

Work shall not commence under the Contract until a fully executed agreement has been received by PHX and PHX has been given approval to proceed. Any work performed by PHX prior to the date of approval shall be considered as having been performed at PHX's own risk and as a volunteer.

17.0 CANCELLATION

CITY and PHX reserves the right to cancel this Agreement at any time upon sixty (90) days written notice to the other party. At such time, PHX agrees to provide CITY with all CITY data plus an electronic file of all CITY data.

Accepted:

**PHOENIX GROUP
Information Systems**

Robert Murphy

SIGNATURE

Robert Murphy

TYPE OR PRINTED NAME

President

TITLE

03/11/2025

DATE

Accepted:

City of Buena Park

SIGNATURE

TYPE OR PRINTED NAME

TITLE

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2025

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).

PRODUCER Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agency 524 S Rosemead Blvd Pasadena CA 91107		CONTACT NAME: Julia B. Traughber, CISR, CLCS PHONE (A/C, No, Ext): (818) 203-2209 FAX (A/C, No): (626) 799-7051 E-MAIL ADDRESS: julie@julietraughberins.com																						
INSURED Phoenix Group Information Systems 2677 N Main St, Suite 440 Santa Ana CA 92705		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Ohio Security Insurance Company</td><td>24082</td></tr><tr><td>INSURER B:</td><td>Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER C:</td><td>Houston Casualty Company</td><td>42374</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ohio Security Insurance Company	24082	INSURER B:	Twin City Fire Insurance Company	29459	INSURER C:	Houston Casualty Company	42374	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	BKS58373560	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAS58373560	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	X	XWS58373560	10/01/2024	10/01/2025
C	Errors & Omissions Liability plus Tech/Guard Cyber Liability			H24TG31831-03	02/08/2025	02/08/2026	Errors&Omissions Lia \$3,000,000 Tech/Cyber Liability \$3,000,000 Deductible \$30,000

APPROVED

By Rebecca Valdez at 1:16 pm, Mar 31, 2025

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

B. Commercial Crime Coverage - Policy No. 72KB028207021 w/limit of \$1,000,000 for policy period 10/01/2024 to 10/01/2025.

It is agreed that the City of Buena Park, its elected officials, officers, attorneys, agents, employees and designated volunteers are named Additional Insureds w/regard to General Liability coverages per form CG2026 (04/13) attached here and to the policy. It is further agreed that any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not be called upon to contribute with it. This insurance afforded by the policy applies separately to each insured against whom a claim or suit is made or suit is brought except with respect to the limit of the insured's liability. All insurance

CERTIFICATE HOLDER**CANCELLATION**

City of Buena Park, Parking Attention: Police Department 6640 Beach Boulevard Buena Park CA 90622	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
--	---

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agency		NAMED INSURED Phoenix Group Information Systems
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

insured's liability. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days prior written notice from insurer to the City. Such notice shall be provided via certified mail return receipt requested. Insurer shall require the insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insured to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to the notice provisions. It is also agreed that Waiver of Subrogation is included on the General Liability policy per Form CG2404 (10/93) and on the Workers Compensation policy per Form WC000313 (04/64) attached.

All coverage is subject to the terms and conditions of each policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

City of Buena Park, etal

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

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

SCHEDULE

Name of Person or Organization:

City of Buena Park, etal

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Buena Park, etal

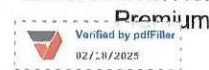
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Phoenix Group Information Sys. Effective Policy No. 10/01/2024 Endorsement No. 1
Insured

Insurance Company
Twin City Fire Insurance Company

Countersigned by Julia Traugher



City Council Regular Meeting Agenda Report

K. APPROVAL OF PARCEL MAP NO. 2022-171 FOR 7242, 7248, AND 7254 VALLEY VIEW STREET

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	CONSENT CALENDAR Item: 4K.
Prepared By	Approved By
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager
Presented By	
Hector Guzman, Assistant Engineer	

RECOMMENDED ACTION

1) Approve Parcel Map No. 2022-171 for the property located at 7242, 7245, 7248 Valley View Street.; and 2) Authorize the City Engineer and City Clerk to execute the parcel map.

PREVIOUS CITY COUNCIL ACTION

On August 23, 2023, the Planning Commission adopted Resolution No. 6291 approving a tentative parcel map.

DISCUSSION

Parcel Map No. 2022-171 will subdivide one (1) parcel into three (3) parcels. The parcels will be zoned as RS-6 (One-Family Dwelling) and designated as Low-Density Residential in the General Plan. The newly-created parcels comply with the minimum site requirements of the RS-6 (One-Family Residential) zone and the Subdivision Map Act. This subdivision will contribute to the city's residential growth in alignment with the existing zoning regulations.

The parcel map has been completed to the satisfaction of the City Engineer and is now ready to be fully executed and recorded. All the requirements set by the City and the County have been met. In accordance with City ordinance, City Council approval is required before the map can be recorded.

BUDGET IMPACT

There is no budget impact with the approval of this parcel map.

Attachments

[Att 1 of 2 - PM 2022-171.pdf](#)

[Att 2 of 2 Resolution No. 6291.pdf](#)

SHEET 1 OF 3
3 NUMBERED PARCELS
GROSS AREA = 26,702 SQ. FT.
NET AREA = 22,957 SQ. FT.
ALL OF TENTATIVE PARCEL MAP
NO. 2022-171
FEBRUARY, 2022

PARCEL MAP NO. 2022-171

IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 8 OF TRACT NO. 8373, TOGETHER WITH THAT PORTION OF VALLEY VIEW STREET, SHOWN AS VACATED VALLEY VIEW STREET ON SAID TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 336, PAGES 26 AND 27 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

BOBBY Z. RIVERA ZENITH ENGINEERING & SURVEYING, INC P.L.S. 9206 FEBRUARY, 2022

ACCEPTED AND FILED AT THE
REQUEST OF
FIRST AMERICAN TITLE COMPANY

DATE: _____
TIME: _____ FEE: \$ _____
INSTRUMENT NO. _____
BOOK: _____ PAGE: _____

HUGH NGUYEN
COUNTY CLERK/RECORDER

BY: _____
DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF BUENA PARK: A 20.00' WIDE EASEMENT FOR EMERGENCY ACCESS PURPOSES OVER PORTIONS OF PARCEL 1, 2 & 3 AS SHOWN ON SAID MAP.

WE HEREBY RESERVE FOR OURSELVES, OUR SUCCESSORS AND ASSIGNS, AN EASEMENT FOR ACCESS PURPOSES OVER A PORTION OF PARCEL 2 AS SHOWN ON SAID MAP.

VALLEY VIEW RESDEV, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

NOTARY ACKNOWLEDGMENT:

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 _____ }
COUNTY OF _____ } ss

ON _____, BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN _____ COUNTY.

(NAME PRINTED) _____ MY COMMISSION EXPIRES
MY COMMISSION NO. _____

NOTARY ACKNOWLEDGMENT:

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 _____ }
COUNTY OF _____ } ss

ON _____, BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN _____ COUNTY.

(NAME PRINTED) _____ MY COMMISSION EXPIRES
MY COMMISSION NO. _____

COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT RELATIVE TO THE PARCEL MAP BOUNDARY.

DATED THIS _____ DAY OF _____, 20____

LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
P.L.S. 8402

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF VALLEY VIEW RESDEV, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON FEBRUARY 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 24 MONTHS OF MAP RECORDATION; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED THIS _____ DAY OF _____, 20____

BOBBY Z. RIVERA, P.L.S. NO. 9206
MY LICENSE EXPIRES: 09/30/25



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP. IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____

MINA MIKHAEL, R.C.E. 84166
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER, CITY OF BUENA PARK

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, 20____

RICHARD A MADDOCK, P.L.S. 8131
CITY SURVEYOR, CITY OF BUENA PARK

CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA }
CITY OF BUENA PARK } ss
COUNTY OF ORANGE }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF BUENA PARK AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2025, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF BUENA PARK: THE IRREVOCABLE OFFER OF DEDICATION OF A 20.00' WIDE EASEMENT FOR EMERGENCY ACCESS PURPOSES OVER PORTIONS OF PARCEL 1, 2 & 3, AS DEDICATED HEREON.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 20____

ADRIA M. JIMINEZ
CITY CLERK, CITY OF BUENA PARK

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 20____

SHARI L. FREIDENRICH
COUNTY TREASURER-TAX COLLECTOR

BY: _____
TREASURER-TAX COLLECTOR

SHEET 2 OF 3
3 NUMBERED PARCELS
GROSS AREA = 26,702 SQ. FT.
NET AREA = 22,957 SQ. FT.
ALL OF TENTATIVE PARCEL MAP
NO. 2022-171
FEBRUARY, 2022

PARCEL MAP NO. 2022-171

IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA

BOBBY Z. RIVERA

ZENITH ENGINEERING & SURVEYING, INC

P.L.S. 9206

FEBRUARY, 2022

MONUMENT NOTES:

- Ⓐ FOUND HEX DURAL BAR IN OCS MON WELL, DOWN 1.2', PER R1, ON CENTERLINE INTERSECTION OF VALLEY VIEW STREET AND ORANGETHORPE AVENUE.
- Ⓑ FOUND HEX BOLT PUNCHED IN OCS MON WELL, DOWN 1', PER R4, ON CENTERLINE INTERSECTION OF VALLEY VIEW STREET AND SCOTT WAY.
- Ⓒ FOUND HEX BOLT PUNCHED IN OCS WELL MONUMENT, DOWN 1.2', PER R3, ON CENTERLINE INTERSECTION OF VALLEY VIEW STREET AND LA PALMA AVENUE.
- Ⓓ FOUND SPIKE AND WASHER (TAG NEGLIGIBLE), IN LIEU OF SPIKE & TIN PER R4, DOWN 0.04', ON CENTERLINE INTERSECTION OF SCOTT WAY AND BRADLEY DRIVE.
- Ⓔ FOUND SPIKE & TIN ON CENTERLINE BEGINNING OF CURVE, DOWN 0.35', PER R4
- Ⓕ FOUND SPIKE AND WASHER TAGGED "CAL TRANS" ON CENTERLINE END OF CURVE, IN LIEU OF SPIKE & TAG "LS 2988" PER R4
- Ⓖ ESTABLISHED BY INTERSECTION OF THE NORTHERLY LINE OF R4 AND BRADLEY DRIVE BY FOUND TIES PER R4.
- Ⓗ FOUND LEAD & TACK, NO REFERENCE, ACCEPTED AS 1.00' FROM THE NORTHEASTERLY CORNER OF LOT 7 PER R4, ALONG EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 7 PER R4.
- Ⓛ FOUND 4 PUNCH MARKS IN SEWER MANHOLE, IN LIEU OF SPIKE & TIN PER R4, ON CENTERLINE INTERSECTION OF SHERIDAN WAY AND BRADLEY DRIVE.

REFERENCES:

R1 = CR 2021-2216
R2 = TRACT NO. 3961, M.M. 144/12-13
R3 = CR 2017-0353
R4 = TRACT NO. 8373, M.M. 336/26-27
R5 = TRACT NO. 4133, M.M. 147/16-17

PROPOSED EASEMENTS:

- ① INDICATES AN EASEMENT FOR ACCESS PURPOSES OVER A PORTION OF PARCEL 2, AS RESERVED HEREON.
- ② INDICATES A 20.00' WIDE EASEMENT FOR EMERGENCY ACCESS PURPOSES OVER PORTIONS OF PARCELS 1, 2 & 3, IRREVOCALLY OFFERED FOR DEDICATION HEREON TO THE CITY OF BUENA PARK.

LEGEND:

- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES FOUND O.C.S. GPS HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR'S OFFICE.
- INDICATES SET 1" IRON PIPE, TAGGED "PLS 9206", FLUSH.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARINGS BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3590 AND STATION GPS NO. 3607 BEING NORTH 0°29'48" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY 0.999998035 (MEAN VALUE).

RESOLUTION NO. 6291
TENTATIVE PARCEL MAP NO. PM-22-2 AND
SITE PLAN REVIEW NO. SP-22-9

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK APPROVING A REQUEST TO ALLOW FOR THE SUBDIVISION OF ONE (1) PARCEL CONTAINING APPROXIMATELY 0.61 ACRES INTO THREE (3) PARCELS (TENTATIVE PARCEL MAP NO. 2022-171) CONTAINING AN AREA OF APPROXIMATELY 0.21, 0.20, AND 0.20 ACRES RESPECTIVELY; ALLOW THE RELOCATION AND EXPANSION OF AN EXISTING SINGLE-STORY, SINGLE-FAMILY DWELLING TO AN APPROXIMATELY 2,840 SQUARE-FOOT TWO-STORY, SINGLE-FAMILY DWELLING WITH AN ATTACHED 534 SQUARE-FOOT TWO-CAR GARAGE (PARCEL 1), CONSTRUCTION OF A NEW 3,449 SQUARE-FOOT TWO-STORY, SINGLE-FAMILY DWELLING WITH AN ATTACHED 690 SQUARE-FOOT THREE-CAR GARAGE (PARCEL 2), AND CONSTRUCTION OF A NEW 3,500 SQUARE-FOOT TWO-STORY, SINGLE-FAMILY DWELLING WITH AN ATTACHED 600 SQUARE-FOOT THREE-CAR GARAGE (PARCEL 3), AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) Marc Lebanoff, applicant, 18031 Irvine Boulevard #106, Tustin, CA 92780, on behalf of Valley View Resdev, LLC, property owner, 7242 Valley View Street, Buena Park, CA 90620, has filed an application for a Tentative Parcel Map No. PM-22-2 and Site Plan Review No. SP-22-9 to subdivide one (1) parcel containing approximately 0.61 acres into three (3) parcels (Tentative Parcel Map No. 2022-171) containing an area of approximately 0.21, 0.20, and 0.20 acres respectively; relocation and expansion of an existing single-story, single-family dwelling to an approximately 2,840 square-foot two-story, single-family dwelling with an attached 534 square-foot two-car garage (Parcel 1); construction of a new 3,449 square-foot two-story, single-family dwelling with an attached 690 square-foot three-car garage (Parcel 2), and construction of a new 3,500 square-foot two-story, single-family dwelling with an attached 600 square-foot three-car garage (Parcel 3) and associated on-site improvements on a property located at 7242 Valley View Street in Buena Park, California, in the County of Orange (APN: 263-593-19). Hereinafter in this Resolution, the subject Tentative Parcel Map and Site Plan Review request are referred to as the "application."

(ii) On August 23, 2023, this Commission conducted a duly noticed public hearing on the application and concluded said hearing prior to the adoption of this Resolution.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, it is found, determined and resolved by the Planning Commission of the City of Buena Park as follows:

1. The Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the above-referenced hearing, including written staff reports, verbal testimony, Tentative Parcel Map No. PM-22-2 (Tentative Parcel Map No. 2022-171) stamped "RECEIVED AUG 17 2023 PLANNING DIV.", and the Site Plan Review No. SP-22-9 development plans stamped "RECEIVED AUG 15 2023 PLANNING DIV.," this Commission hereby specifically finds, determines, and resolves as follows:

Tentative Parcel Map

a. **FINDING:** The proposed map is consistent with applicable general and specific plans.

FACT: The subdivision map design is consistent with the City's General Plan as described above, Zoning Ordinance, and Subdivision Ordinance and the State Subdivision Map Act. The newly created three (3) parcels conform to the site requirements for the RS-6 (One-Family Residential) zone.

b. **FINDING:** The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

FACT: The proposed subdivision of one (1) parcel into three (3) parcels is consistent with the underlying Low-Density Residential land use designation of the General Plan since it maintains and enhances the existing neighborhood character and conform with the development density of up to 7.2 dwelling units per acre.

c. **FINDING:** The site is physically suitable for the type of development.

FACT: The site is physically suitable for the subdivision of the single parcel into three (3) parcels and single-family residential development. The site is relatively flat and the proposed lots do not physically prohibit the development of new housing.

d. **FINDING:** The site is physically suitable for the proposed density of the development.

FACT: The site is physically suitable for the proposed density. The proposed three (3) parcels meet the allowable density per the General Plan Low-Density Residential land use designation and the RS-6 zoning. The three (3) parcels meet the minimum site requirements of the RS-6 zone as well as the requirements of the Subdivision Map Act and are of sufficient size to be developed with single-family residential dwelling units as proposed.

e. **FINDING:** The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially unavoidably injure fish or wildlife, or their habitat.

FACT: Neither the design of the subdivision nor the proposed improvements will cause environmental damage or affect fish, wildlife or their habitat. The proposed subdivision and improvements are not in an area where any known endangered habitats are located, nor will it cause environmental damage since the proposed units are consistent with the surrounding properties.

f. **FINDING:** The design of the subdivision or type of improvements is not likely to cause serious public health problems.

FACT: Neither the subdivision nor the improvements will cause serious health problems as the proposed subdivision of a single parcel into three (3) parcels will allow for the development of single-family residential dwellings that are consistent with the General Plan Low-Density Residential land use designation and RS-6 zone development standards.

g. **FINDING:** The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

FACT: The design of the subdivision and proposed improvements will not conflict with the easements, acquired by the public at large, for access through or use of property within the proposed subdivision. There is no public access easement through the site. Access to the three (3) parcels will occur from Valley View Street and an access easement will be provided to Parcel 2 that does not have direct street access.

Site Plan Review

a. **FINDING:** The proposed development meets all applicable requirements of this Title and other laws.

FACT: The two (2) new proposed single-family residential dwellings comply with all applicable requirements of the General Plan and Zoning Ordinance including lot coverage, setbacks, floor plan, parking, and building materials, as conditioned. The architectural design, materials, finishes and color scheme will blend with the overall character and color palette of the surrounding area.

b. **FINDING:** The site arrangement and improvements will not be detrimental to the existing and intended character of the area as defined by the General Plan, any applicable specific plans, and this Title.

FACT: The site arrangement and improvements will not be detrimental to the existing and intended character of the single-family neighborhood since the two newly proposed single-family residential dwellings are in compliance with the General Plan

and the Zoning Ordinance. The design of the two (2) two-story single-family residential dwellings meet all applicable standards and criteria and will maintain the single-family residential character of the neighborhood.

c. **FINDING:** Property values will be conserved.

FACT: The proposed two new single-family residential dwellings will not negatively impact the properties in question nor will it negatively impact surrounding properties since the investment in the property will elevate the property's aesthetics. All improvements meet the Buena Park Municipal Code requirements as well as the Guidelines for Single-Family Residential Additions adopted by City Council for the purpose of promoting high-quality additions compatible with adjacent properties.

d. **FINDING:** Effective and satisfactory methods are provided to protect nearby structures and activities from noise, vibration, and other adverse environmental effects generated by the subject development.

FACT: The two new single-family residential dwellings will not create any detrimental effects on the environment since the area was planned for single-family residential developments; and the project site will retain the development of a single-family residences.

e. **FINDING:** The exterior architectural design is in reasonable harmony with the architectural character of the area.

FACT: The exterior architectural design is in reasonable harmony with the architectural character of the surrounding area. All building materials, colors, and finishes of the single-family dwellings are in harmony with the surrounding area. As conditioned, the proposed two new single-family residential dwellings will enhance the visual integrity of the subject property and the surrounding area.

f. **FINDING:** The arrangement and design for pedestrian and vehicular traffic will minimize congestion and protect pedestrian and vehicular safety.

FACT: The arrangement and design for pedestrian and vehicular traffic will continue to minimize congestion and protect pedestrian and vehicular safety for the subject property as well as surrounding properties. No changes are proposed to pedestrian or vehicular access to and from the properties.

3. The Planning Commission hereby finds and determines that the application, as identified above in this Resolution, for Tentative Parcel Map No. PM-22-2 and

Site Plan Review SP-22-9, are categorically exempt from the requirements of the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Section 15315 (Minor Land Divisions) and Section 15303 (New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations. To this end, the project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3, above, this Commission hereby approves the Tentative Parcel Map No. PM-22-2 (Tentative Parcel Map No. 2022-171) stamped "RECEIVED AUG 17 2023 PLANNING DIV.", and the Site Plan Review No. SP-22-9 development plans stamped "RECEIVED AUG 15 2023 PLANNING DIV.," as modified herein and the following conditions set forth in paragraph 5 of this Resolution.

5. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

PUBLIC WORKS DEPARTMENT:

1. In accordance with the State Subdivision Map Act and Title 18 of the Buena Park City Code (BPCC), **tentative and final parcel maps** are required. All improvements required to be completed by the subdivider shall be in accordance with the design standards and specifications adopted by the City of Buena Park. Copies of the title report and traverse calculations shall be submitted to the City Engineer at the time of or before first submittal of the final map. **The parcel map shall conform to Orange County Ordinance No. 3808 for boundary in a digital format.**
2. The following plans and/or information shall be prepared and submitted in accordance with City standards:
 - a. Grading/Utility Plan
 - b. Erosion Control Plan
 - c. Water Quality Management Plan (WQMP)
3. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
4. The project site must be graded as not to adversely impact the adjacent properties. An Engineering Grading Certification shall be submitted to Engineering Division when grading is complete. The Certification form shall be obtained from the Engineering Services Division. The project RCE/geotechnical engineer shall initiate and prepare the certification, duly signed, wet stamped with date of expiration of registration.
5. New public improvements to include the following:

- a. Remove an existing and construct a new dustpan type driveway approach along the Valley View Street frontage as shown on the approved site plan per City Std. 209.
6. A maintenance agreement for the proposed private sewer lateral that will be shared by 3 homes shall be executed by owner of each parcel.
7. Prior to issuance of grading or building permits, permit applicant shall submit for approval by the City Engineer, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMP's) that will be used on site to control predictable pollutant run-off. Applicant shall record the approved WQMP with the Orange County Clerk-Recorder at the cost of the applicant, and provide the City with a conformed copy of the recorded WQMP.

This WQMP shall identify the: structural and non-structural measures specified in Appendix G, as available at the Engineering Services Division, detailing implementation of BMP's whenever they are applicable to the project (when the project has a below grade loading dock, for example); the assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, maintenance association, lessee, etc.); and, shall reference the location(s) of structural BMP's.

8. All utility connections, street improvements, and any other work performed in the public right-of-way will require a traffic control plan prepared per the City of Buena Park Public Works Department requirements. The cost of the design and implementation of the traffic control plans shall be borne by the project proponent.
9. A traffic impact fee is required and must be paid per City of Buena Park Resolution No. 9726. The traffic impact fee must be paid prior to occupancy of the building.
10. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
11. All fees, deposits and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction.
12. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall file with the City required insurance certificates.
13. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for the period of one (1) year, for all public facilities and improvements.
14. Prior to grant of occupancy by the City or commencement of the approved use, these conditions and all improvements required by the Public Works Department shall be completed to the satisfaction of the City Engineer.
15. The applicant/property owner shall demonstrate to the Public Works Department the right to utilize the existing right-of-way located in between Valley View Street to the west and the subject property prior to approval of the Final Parcel Map.

ORANGE COUNTY FIRE AUTHORITY

1. The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.
 - a. Prior to approval of a tentative map or issuance of precise grading permit, whichever comes first; or, at the discretion of the planning department, prior to approval at public hearing if this precedes map approval or grading permit issuance:
 - i. Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Buena Park shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.
 1. A recorded emergency access and fire water easement at Parcel 3 to the benefit of the City of Buena Park for emergency access through Parcel 3 to Parcel 2 and Parcel 1. The property owner shall be the Grantor and the City of Buena Park shall be the Grantee.
 2. A recorded emergency access and fire water easement at Parcel 2 to the benefit of the City of Buena Park for emergency access through Parcel 2 to Parcel 3 and Parcel 1. The property owner shall be the Grantor and the City of Buena Park shall be the Grantee.
 3. A recorded emergency access and fire water easement at Parcel 1 to the benefit of the City of Buena Park for emergency access through Parcel 1 to Parcel 2 and Parcel 3. The property owner shall be the Grantor and the City of Buena Park shall be the Grantee.
 - b. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:
 - i. Submittal of a Fire Master Plan (service code PR145)
 - c. Prior to issuance of a precise grading permit or a building permit, if a grading permit is not required:
 - i. Submittal of gates and emergency access (service code PR180)
 - d. Prior to issuance of a building permit:
 - i. Fire sprinkler system (service codes PR400-PR465)

e. Prior to concealing interior construction:

i. Fire sprinkler system (service codes PR400-PR465)

2. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org and clicking on "Business→Planning & Development Services" in the menu bar at the top of the screen.
3. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
4. Phased Occupancy: Phased occupancy of these structures shall be permitted only with prior approval from OCFA and the Building Official. Requests for phased occupancy shall be submitted for evaluation by OCFA as an alternate materials and methods proposal (PR910) accompanying the architectural submittal. Such requests shall be made prior to start of construction only.
5. Emergency Access Easements: Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Buena Park shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.
6. Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

BUILDING DIVISION:

1. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
2. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and/or the California Building Codes.
3. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits.
4. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.

5. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.
6. If the proposed single-family dwellings are being proposed as group homes, accessible parking will need to be provided.

PLANNING DIVISION:

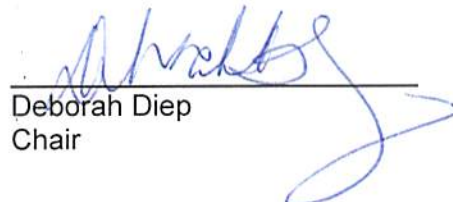
1. This approval shall be for the subdivision of one (1) parcel into three (3) parcels in substantial compliance with Tentative Parcel Map No. PM-22-2 (Tentative Parcel Map No. 2022-171) plans stamped "RECEIVED AUG 17 2023 PLANNING DIV." and for the relocation and expansion of an existing single-story, single-family dwelling to an approximately 2,840 square-foot two-story, single-family dwelling with an attached 534 square-foot two-car garage (Parcel 1), construction of a new 3,449 square-foot two-story, single-family dwelling with an attached 690 square-foot three-car garage (Parcel 2), and construction of a new 3,500 square-foot two-story, single-family dwelling with an attached 600 square-foot three-car garage (Parcel 3) in substantial compliance with Site Plan Review No. SP-22-9 development plans dated "RECEIVED AUG 15, 2023 PLANNING DIV.," and as conditioned herein.
2. The applicant and/or property owner shall ensure that a copy of the Planning Commission Resolution, including all conditions of approval, be reproduced on the first pages of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.
3. Plans submitted for plan check shall include the remodel and addition to the relocated single-family residential dwelling along with the construction of the two (2) new single-family residential dwellings, generally consistent with the submitted development plans dated "RECEIVED AUG 15, 2023 PLANNING DIV." Specifications and samples of the following shall be submitted to the Planning Division for approval prior to issuance of building permits:
 - a. Paint colors for stucco
 - b. Roofing material
 - c. Window trim
 - d. Stone veneer
 - e. Shiplap siding
4. The exterior materials and colors for the proposed addition to the existing relocated single-family residential dwelling located on Parcel 1 shall match the materials and colors of the existing single-family dwelling. Materials such as stucco, veneer, and roofing material shall be consistent with the current natural earth tones.
5. Any new walls and fencing, including those shown on plans shall comply with the City of Buena Park Municipal Code (BPMC) Chapter 19.328 (Development Standards – Fences, Walls, Hedges, and Berms) and shall require separate fence and wall permit approval by the Planning Division, as necessary.

6. Landscaping shall be installed in substantial compliance with plans dated "RECEIVED MAY 24, 2023 PLANNING DIV."
7. The applicant/property owner shall demonstrate that proposed building materials, and other architectural/site features are rated for appropriate durability and longevity. Final plans shall incorporate all changes as conditioned herein and shall recognize all easements or deed restrictions pertaining to the subject property. Any appreciable modification shall require the prior approval of the Planning Division.
8. Interior access to all rooms/areas of the single-family dwelling shall be maintained at all times as a condition of use. No sections shall be partitioned off and provided solely with exterior access. In addition, no secondary kitchen or other cooking facilities shall be provided, without first obtaining an accessory dwelling unit approval.
9. Neither the residence nor rooms within shall be used for short-term rental, without first obtaining a short-term rental permit.
10. Any driveway modifications shall require separate Planning Division review and shall be in compliance with BPMC Section 19.336.040 (Residential Driveway Standards).
11. All on-site landscaping, including the front yard and parkway areas, which are damaged during construction shall be revitalized upon completion of construction, as necessary, prior to final inspection by the Planning Division of the building permits. All landscaping, including the parkway, shall be maintained in a healthy, green, pruned, and growing condition.
12. Before the recordation of the maintenance and access easement between Parcels 2 and 3, mutual agreement between both parcels shall be required, and shall be subject to the review and approval of the City Attorney.
13. No roof-mounted mechanical equipment shall be permitted unless such equipment is not visible from adjacent and surrounding properties and streets from a height of five (5) feet above ground level. The installation and screening of air conditioning and similar equipment shall comply with existing design criteria and BPMC Section 19.340.020 (Visual Screening of Mechanical Equipment).
14. Prior to the issuance of Building Permits for the project or any succeeding residential development approval, all development impact fees associated with development including, but not limited to, park fees mandated by BPMC Section 18.64.080 (Park and recreational facilities dedications – Use of land fees) shall be paid in full.
15. The construction authorized by the Site Plan Review shall be started within one (1) year of the expiration of the appeal period and thereafter diligently advanced until completion of the project.
16. This approval may be revoked for any violation of noncompliance with any of these conditions in accordance with BPMC Section 19.132.030 (Revocation).
17. Prior to final inspection, these conditions and all improvements shall be completed to the satisfaction of the City.

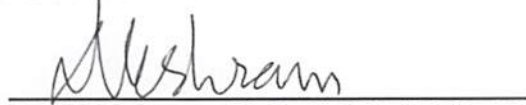
18. The project and/or use authorized by this approval shall at all times comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies, and regulations.
19. The applicant and property owner shall sign a notarized Affidavit of Acceptance of all conditions of approval and return it to the Planning Division within thirty (30) days after the effective date of this approval or prior to the issuance of a building permit or certificate of occupancy, whichever may occur first.
20. The applicant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, any and all claims, lawsuits or actions arising from the granting of or exercise of the rights permitted by this approval and from any and all claims and losses occurring or resulting to any person, firm, or corporation, or property damage, injury, or death arising out of or connected with the performance of the use permitted hereby. Applicant's obligation to indemnify, defend, and hold harmless the City as stated hereinabove shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of such damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.
21. The proposed ADUs and JADUs shall require approval under separate ADU applications once the Final Map has been recorded.

PASSED AND ADOPTED this 23rd day of August 2023 by the following called vote:

AYES:	5	COMMISSIONERS:	Judeh, Choi, Davis, Patiño, and Diep
NOES:	0	COMMISSIONER:	
ABSENT:	0	COMMISSIONER:	
ABSTAINED:	0	COMMISSIONER:	


Deborah Diep
Chair

ATTEST:

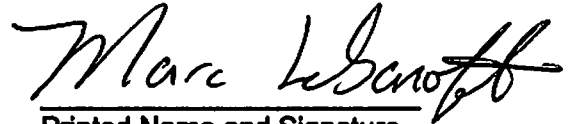

Swati Meshram, Ph.D., AICP, LEED AP
Planning Manager

Resolution No. 6291
Tentative Parcel Map No. PM-22-2 and Site Plan Review No. SP-22-9
August 23, 2023

AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Tentative Parcel Map No. PM-22-2 and Site Plan Review No. SP-22-9 and do agree that I/We shall conform with and abide by all such conditions.

Date: 9-11-2023



Printed Name and Signature
Owner / Applicant

ATTACHMENT 2

TENTATIVE PARCEL MAP NO. 2022-171

IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 8 OF TRACT NO. 8373, TOGETHER WITH THAT PORTION OF
VALLEY VIEW STREET, SHOWN AS VACATED VALLEY VIEW STREET ON SAID TRACT, AS
SHOWN ON A MAP RECORDED IN BOOK 336, PAGES 26 AND 27 OF
MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

RECEIVED

AUG 17 2023

PLANNING DIV

PM22-2

APN:

263-593-19

EXISTING LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 8 OF TRACT NO. 8373, AS SHOWN ON A MAP RECORDED IN BOOK 336, PAGES 26 AND 27
OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF VALLEY VIEW STREET SHOWN AS VACATED VALLEY VIEW STREET ON THE MAP OF
SAID TRACT DESCRIBED AS FOLLOWS:
BEING AS PORTION OF TRACT NO. 8373 IN THE CITY OF BUENA PARK, AS SHOWN ON A MAP
RECORDED IN BOOK 336, PAGES 26 AND 27 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE ALONG THE FOLLOWING COURSES
AND DISTANCES: NORTH 89° 54' 20" EAST 42.27 FEET, SOUTH 6° 20' 25" WEST 186.00 FEET,
SOUTH 89° 54' 20" WEST 50.21 FEET, NORTH 11° 18' 37" EAST 91.30 FEET, NORTH 6° 20' 25"
EAST 95.94 FEET TO THE POINT OF THE BEGINNING.

APN: 263-593-19

BASIS OF BEARINGS:

THE BEARING NORTH, ON THE CENTERLINE OF VALLEY VIEW STREET AS SHOWN ON
TRACT NUMBER 8373 MAP BOOK 336 PAGE 27, IN THE CITY OF BUENA PARK,
COUNTY OF ORANGE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SYMBOLS:

- | | | | |
|--|--|--|--------------------|
| | ELEC. CONTROL/PULL BOX | | STREET LIGHT |
| | AIRCONDITIONING UNIT | | STREET LIGHT BOX |
| | COLUM | | WATER METER |
| | DRAIN | | WATER VALVE |
| | FIRE HYDRANT | | WATER VAULT |
| | GAS METER | | PINE TREE |
| | GTE PULL BOX | | PALM TREE |
| | GATE POST | | SPOT ELEV |
| | IRRIGATION VALVE | | COLUM |
| | LIGHT STANDARD/
PED. CROSSING LIGHT | | PROPERTY LINE |
| | MAIL BOX | | CENTERLINE |
| | POWER POLE | | BLOCK WALL |
| | POWER POLE ANCHOR | | RETAINING WALL |
| | SEWER MANHOLE | | BUILDING LINE |
| | SIGN POST | | CHAIN LINK FENCE |
| | | | WROUGHT IRON FENCE |

LEGEND:

- | | | | |
|-------|--------------------------|--------|-------------------------|
| APN | ASSESSOR'S PARCEL NUMBER | M.R. | MISCELLANEOUS RECORDS |
| BM | BENCHMARK | PG | PAGE |
| E/CL | CENTERLINE | PL/PL | PROPERTY LINE |
| CONC | CONCRETE | PROD | PRODUCED (PROLONGED) |
| COR | CORNER | PWTB | PUBLIC WORKS FIELD BOOK |
| EST | ESTABLISH | SMH | SEWER MANHOLE |
| FB | FIELD BOOK | TC | TOP OF CURB ELEV. |
| FF | FOUND | TR | TRACT MAP |
| FS | FINISH FLOOR ELEV. | TR | TOP OF WALL ELEV. |
| L & T | LEAD & TACK | SW & T | SPIKE & TIN |
| MB | MAP BOOK | SPK/W | SPIKE & WASHER |

EXISTING EASEMENTS:

- 1 EASEMENTS, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM CHARLIE VANDER
FEER AND GRACE VANDER FEER, HUSBAND AND WIFE, AND PETE VANDER FEER AND RIEKA
VANDER FEER, HUSBAND AND WIFE, AS GRANTOR, TO THE STATE OF CALIFORNIA, AS
GRANTEE, RECORDED FEBRUARY 05, 1957 AS INSTRUMENT NO BOOK 3792, PAGE 369 OF
OFFICIAL RECORDS.

PROPOSED EASEMENTS:

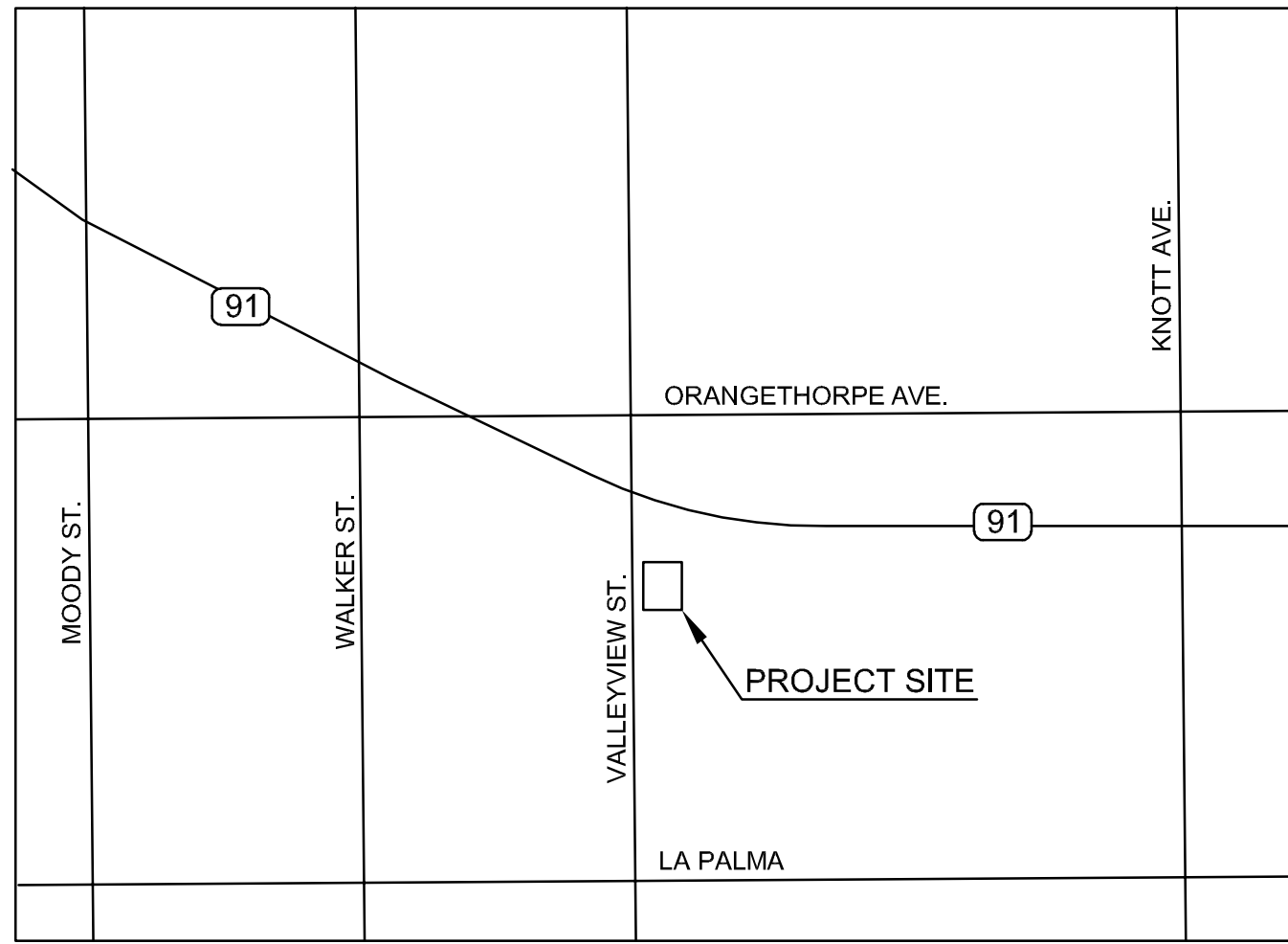
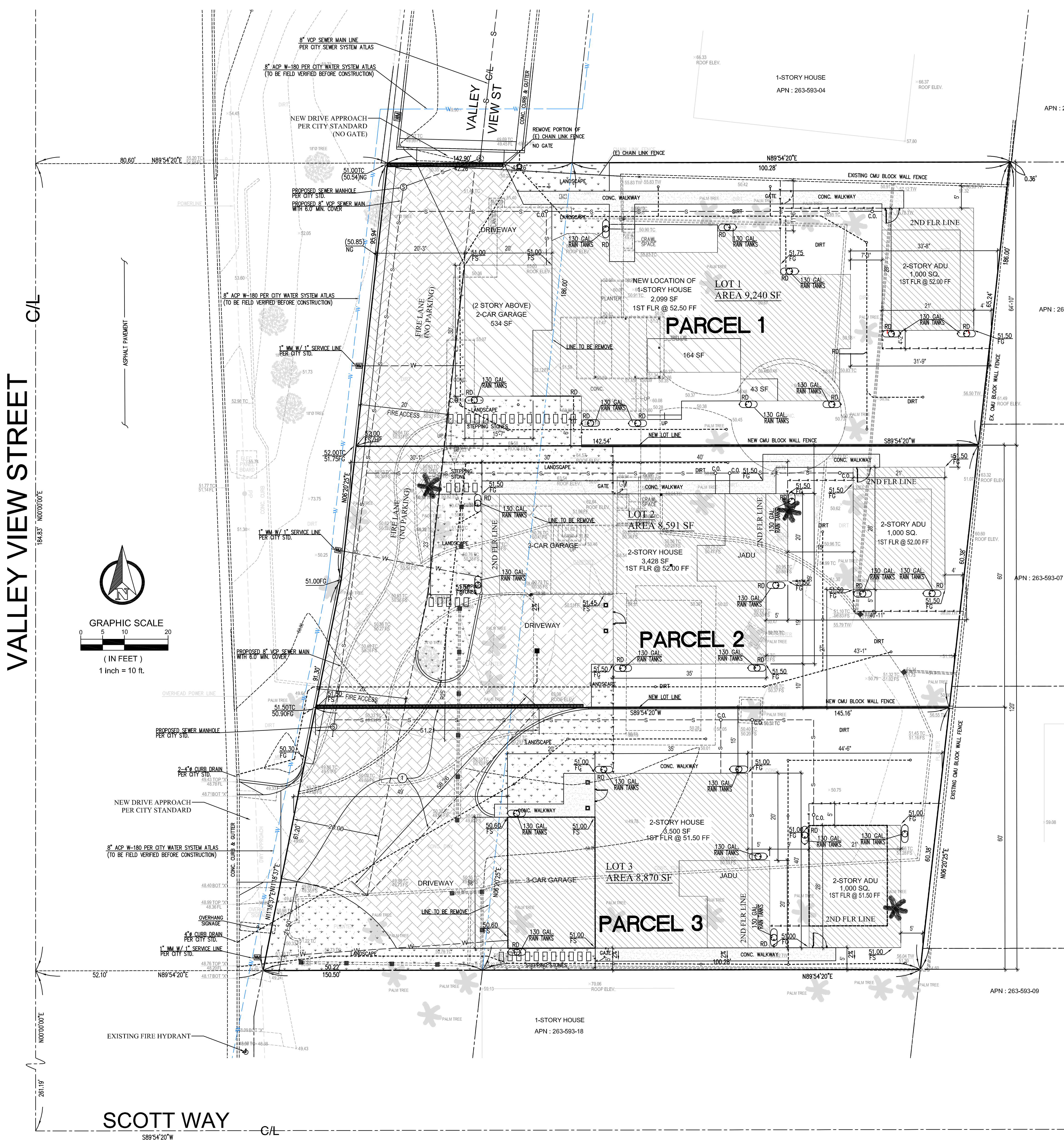
- 1 ACCESS EASEMENT RESERVED IN FAVOR OF PARCEL 2

ZONING:

APN: 263-593-19
ZONE DESIGNATION: RS-6
DESCRIPTION: ONE-FAMILY RESIDENTIAL ZONE

LEGEND

- | | |
|--|--|
| | PROPOSED NEW HOUSE LOT 2 & 3
AND LOT 1 HOUSE ADDITION |
| | RELOCATED 1-STORY HOUSE |
| | CONCRETE WALKWAY |
| | LANDSCAPE |
| | CONCRETE DRIVEWAY |
| | PERVIOUS CONCRETE OR PAVERS |
| | 6' HIGH VINYL FENCE |
| | EXISTING 6' CMU BLOCK WALL FENCE |
| | NEW 6' CMU BLOCK WALL FENCE |
| | NEW 130 GAL. RAIN TANK PER BMP
PER CIVIL, TYP. |
| | RD |
| | ROOF DRAIN |



VICINITY MAP
NOT TO SCALE

SITE TABULATION

LOT 1 - AREA CALCULATION

EXISTING HOUSE	=	2,099 SF
ROOM ADDITION	=	207 SF
2 STORY MASTER BEDROOM	=	534 SF
GARAGE	=	534 SF
COVERAGE CALCULATION		
2,840 SF	=	0.30 % (IS LESS THAN 40% OF
9,240 SF	=	MAX BUILDING COVERAGE)
ADU = 1,000 SF (NOT PART OF		
CALCULATION)		
LOT 1 - AREA: 9,240 SF		
LANDSCAPE REQUIRED: 360 SF		
LANDSCAPE PROVIDED: 642 SF		

LOT 2 - NEW HOUSE AREA CALCULATION

1ST FLOOR	=	1,465 SF
2ND FLOOR	=	1,963 SF
GARAGE	=	690 SF
COVERAGE CALCULATION		
2,155 SF	=	0.25 % (IS LESS THAN 40% OF
8,591 SF	=	MAX BUILDING COVERAGE)
ADU = 1,000 SF (NOT PART OF		
CALCULATION)		
LOT 2 - AREA: 8,591 SF		
LANDSCAPE REQUIRED: 360 SF		
LANDSCAPE PROVIDED: 872 SF		

LOT 3 - NEW HOUSE AREA CALCULATION

1ST FLOOR	=	1,500 SF
2ND FLOOR	=	2,000 SF
GARAGE	=	600 SF
COVERAGE CALCULATION		
2,100 SF	=	0.24 % (IS LESS THAN 40% OF
8,870 SF	=	MAX BUILDING COVERAGE)
ADU = 1,000 SF (NOT PART OF		
CALCULATION)		
LOT 3 - AREA: 8,870 SF		
LANDSCAPE REQUIRED: 360 SF		
LANDSCAPE PROVIDED: 1,142 SF		

LOT 1 - LANDSCAPE AREA: 642 SF
LOT 2 - LANDSCAPE AREA: 872 SF
LOT 3 - LANDSCAPE AREA: 1,142 SF
2,666 SF TOTAL LANDSCAPE AREA

STATEMENT OF OWNERSHIP:

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE
THE RECORD OWNERS OF THE PROPERTY COMPRISING
THIS TENTATIVE PARCEL MAP AND THAT WE HAVE
CONSENTED TO THE FILING OF SAID MAP.

VALLEY VIEW REDEV, A LIMITED LIABILITY COMPANY
18031 IRVINE BOULEVARD,
TUSTIN, CALIFORNIA 92780

BY: MARC LEBANOFF DATE:

BY: DATE:

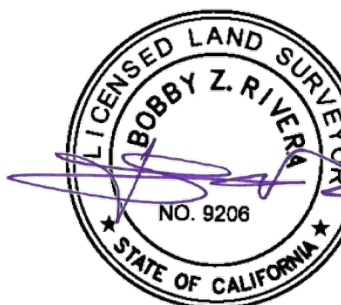
EXISTING ASSESSOR'S PARCEL NUMBER: 263-593-19

PREPARED BY:

ZENITH ENGINEERING & SURVEYING, INC
5122 KATELLA AVENUE, SUITE 210, LOS Alamitos, CA 90723
TEL. NO. : 714-576-7725 EMAIL : info@zenithcsl.com

SURVEYOR:

BOBBY Z. RIVERA
P.L.S. 9206
EXP. DATE: 09/30/25



DATED: 8/16/2023

VALLEY VIEW RESDEV, LLC
18031 IRVINE BLVD.
TUSTIN, CA 92780

RECEIVED
SP22-9
AUG 15 2023
PLANNING DIV

ATTACHMENT 3

OWNER:
VALLEY VIEW RESDEV, LLC.
18031 IRVINE BLVD.
TUSTIN, CA 92780

CIVIL:
ZENITH ENGINEERING & SURVEYING, INC.
5122 KATELLA AVE, SUITE 210
LOS ALAMITOS, CA 90720
TEL: (714) 576-7725

CONTRACTOR (OWNER/BUILDER):
MARC LEBANOFF

APN : 263-593-19

ARCHITECTURAL

- A1 Title Sheet
- A2 Existing Site Plan
- A3 Proposed Site Plan
- A4 Existing Floor Plan
- A5 Existing Exterior Elevations
- A6 House Lot 1 - 1st Story Floor Plan
- A7 House Lot 1 - 2nd Story Floor Plan
- A8 House Lot 1 - Exterior Elevations
- A9 House Lot 1 - Exterior Elevations
- A10 House Lot 2 - 1st Story Floor Plan
- A11 House Lot 2 - 2nd Story Floor Plan
- A12 House Lot 2 - Exterior Elevations
- A13 House Lot 2 - Exterior Elevations
- A14 House Lot 3 - 1st Story Floor Plan
- A15 House Lot 3 - 2nd Story Floor Plan
- A16 House Lot 3 - Exterior Elevations
- A17 House Lot 3 - Exterior Elevations
- A18 Typical ADU, Lot 1, 2 & 3 - 1st & 2nd Floor Plan
- A19 Typical ADU, Lot 1, 2 & 3 - Exterior Elevations

Abbreviations generally conform to the standards of ANSI - Y1.1-1972 and as follows:

AP	Access Panel
AFL	Access Floor
AC	Acoustical
ACT CLG	Acoustical Tile Ceiling
ADJ	Adjustable
AFF	Above Finished Floor
AHU	Air Handling Unit
ALUM	Aluminum
AB	Anchor Bolt
&	And
ANGLE	Angle
APPROX	Approximate
ARCH	Architectural
AT	At
BSMT	Basement
BLK	Block
BOT	Bottom
BLDG	Building
BUR	Built-Up Roofing
CPT	Carpet
CI	Cast Iron
CB	Catch Basin
CLG	Ceiling
CEM	Cement
CL	Centerline
CT	Ceramic Tile
CH	Channel
CLR	Clear
COL	Column
CONC	Concrete
CMU	Concrete Masonry Unit
CONN	Connection
CONT	Continuous
CJ	Control Joint
DEPT	Department
DET	Detail
DIA	Diameter
Ø	Diameter or Round
DIM	Dimension
DISP	Dispenser
DR	Door
DN	Down
D	Drain
DWR	Drawer
DWG	Drawing
DF	Drinking Fountain
EA	Each
HDW	Hardware
ELEC	Electrical
EP	Electrical Panelboard

EL	Elevation
ELEV	Elevator
EMER	Emergency
ENCL	Enclosure
ENT	Entrance
EQ	Equal
EWC	Electric Water Cooler
EXIST(E)	Existing
EXP	Expansion
EJ	Expansion Joint
EXT	Exterior
EXTR	Extruded
FBR	Face Brick
FOC	Face of Concrete
FOF	Face of Finish
FOS	Face of Stud
FIN	Finish or Finished
FA	Fire Alarm
FE	Fire Extinguisher
FEC	Fire Extinguisher Cabinet
FHC	Fire Hose Cabinet
FPRF	Fireproof(ing)
FIX	Fixture
FLR	Floor
FDS	Floor Divider Strip
FD	Floor Drain
FLUOR	Fluorescent
FOIC	Furnished by Owner
FOIO	Installed by Contractor
FOIO	Installed by Owner
FT (')	Foot or Feet
FTG	Footing
FDN	Foundation
FR	Frame
FS	Full Size
FURR	Furring
FUT	Future
GA	Gauge
GALV	Galvanized
GC	General Contractor
GFRG	Glass Fiber
GFRG	Glass Fiber
GFRG	Reinforced Concrete
GFRG	Reinforced Gypsum
GB	Grab Bar
GR	Grade
G	Grille
GYP	Gypsum
GYPBD	Gypsum Board
HDBD	Hardboard
HDW	Hardware
HDWD	Hardwood
HVAC	Heating, Ventilating, and Air Conditioning
HT	Height
HM	Hollow Metal
HORIZ	Horizontal
HR	Hour
IN (")	Inch
ID	Inside Diameter (Dimension)
INST	Installation
INSUL	Insulation(ing)
INT	Interior
INV	Invert
JAN	Janitor
JT	Joint
KC	Keene's Cement
KEC	Kitchen Equipment Contractor
KP	Kickplate
KO	Knockout
LAT	Lateral
LAV	Lavatory
LTG	Lighting
LF	Linear Foot (Feet)
LVR	Louver
MACH	Machine
MH	Manhole
MFR	Manufacturer, Manufacturing
MAS	Masonry
MO	Masonry Opening
MAX	Maximum
MC	Medicine Cabinet
MEMB	Membrane
MTL	Metal
MEZZ	Mezzanine
MIN	Minimum
MIR	Mirror
MISC	Miscellaneous
MTD	Mounted
MTG	Mounting
MULL	Mullion
N	North
N/A	Not Applicable
NIC	Not In Contract
NTS	Not To Scale
NO (#)	Number
OC	On Center
OPNG	Opening
OPP	Opposite
OF	Overflow
OH	Overhead
OZ	Ounce
OD	Outside Diameter (Dimension)
O/	Over

PT	Paint
PTD	Paper Towel Dispenser
PTR	Paper Towel Receptacle
PTD/R	Combination Paper Towel Dispenser/Receptacle
PED	Pedestal
J	Perpendicular
PLAS	Plaster
PLAM	Plastic Laminate
PLWD	Plywood
PT	Paint
POL	Polished
PVC	Polyvinyl Chloride
PE	Porcelain Enamel
PCC	Portland Cement Concrete
PRV	Power Roof Ventilator
P CONC	Precast Concrete
PTDF	Pressure Treated Douglas Fir
PRO	Property
QT	Quarry Tile
RAD	Radius
RECEP	Receptacle
REC	Recessed
REF	Reference
REFR	Refrigeration
RESIL	Resilient
REV	Reverse
R	Riser
RD	Roof Drain
RFINS	Roof Insulation
RM	Room
RO	Rough Opening
RUB	Rubber
SND	Sanitary Napkin Dispenser
SNR	Sanitary Napkin Receptacle
SCHED	Schedule
SFT	Soffit
SLNT	Sedant
SL	Sedler
SCD	Seat Cover Dispenser
SECT	Section
SCD	See Civil Drawings
SED	See Electrical Drawings
SMD	See Mechanical Drawings
SPD	See Plumbing Drawings
SSD	See Structural Drawings
SR	Service Receptor
SS	Service Sink
SHT	Sheet
SIM	Similar
S DISP	Soap Dispenser
SC	Solid Core
S	South
SPECS	Specifications
SF	Square Feet
SP	Speaker
SSTL	Stainless Steel
STL	Steel
ST	Stone
STOR	Storage
STRUCT	Structural
SUSP	Suspend(ed)
SYM	Symmetrical
TEL	Telephone
TERR	Terrazzo
THK	Thick
THRES	Threshold
TPH	Toilet Paper Holder
TOC	Top of Concrete
TOF	Top of Finish
TD	Towel Dispenser
T	Tread
TYP	Typical
UC	Under Cut
UNFIN	Unfinished
UH	Unit Heater
UNLESS	Noted Otherwise
VERT	Vertical
VIF	Verify in Field
VIN	Vinyl
VB	Vinyl Base
VCT	Vinyl Composite Tile
VWC	Vinyl Wall Covering
VG	Vision Glass
VOL	Volume
WC	Water Closet
WP	Waterproofing
WR	Water Resistant
WWF	Welded Wire Fabric
WT	Weight
W	West
W/	With
W/O	Without
WD	Wood
XTR	Existing to Remain

DIRECTORY

SCALE

7

SHEET INDEX

SCALE

6

APN:
263-593-19

LOT AREA:
26,701.89 SQ. FT. OR 0.6130 ACREA, MORE OR LESS

BUILDING AREA:
LOT 1 HOUSE 2,840 SQ. FT.
LOT 2 HOUSE 3,300 SQ. FT.
LOT 3 HOUSE 3,400 SQ. FT.

OCCUPANCY:
Residential - R2

TYPE OF CONSTRUCTION:
TYPE V-B

ZONING: R6

NUMBER OF STORIES: TWO STORY
BUILDING HEIGHT: 25'-3"
MAXIMUM HEIGHT ALLOWED: NOT TO EXCEED 30 FT

BUILDING DEPT. NOTES:
a. This project shall comply with the 2019 Edition of CBC, CMC, CPC, CEC and 2019 California Energy Code, 2019 Edition of California Fire Code
b. No changes shall be made on plans whether interior or exterior of the structure without written approval from the PLANNING AND BUILDING DIVISIONS.
c. All safety glass shall be labeled.

GENERAL NOTES

NOT TO SCALE

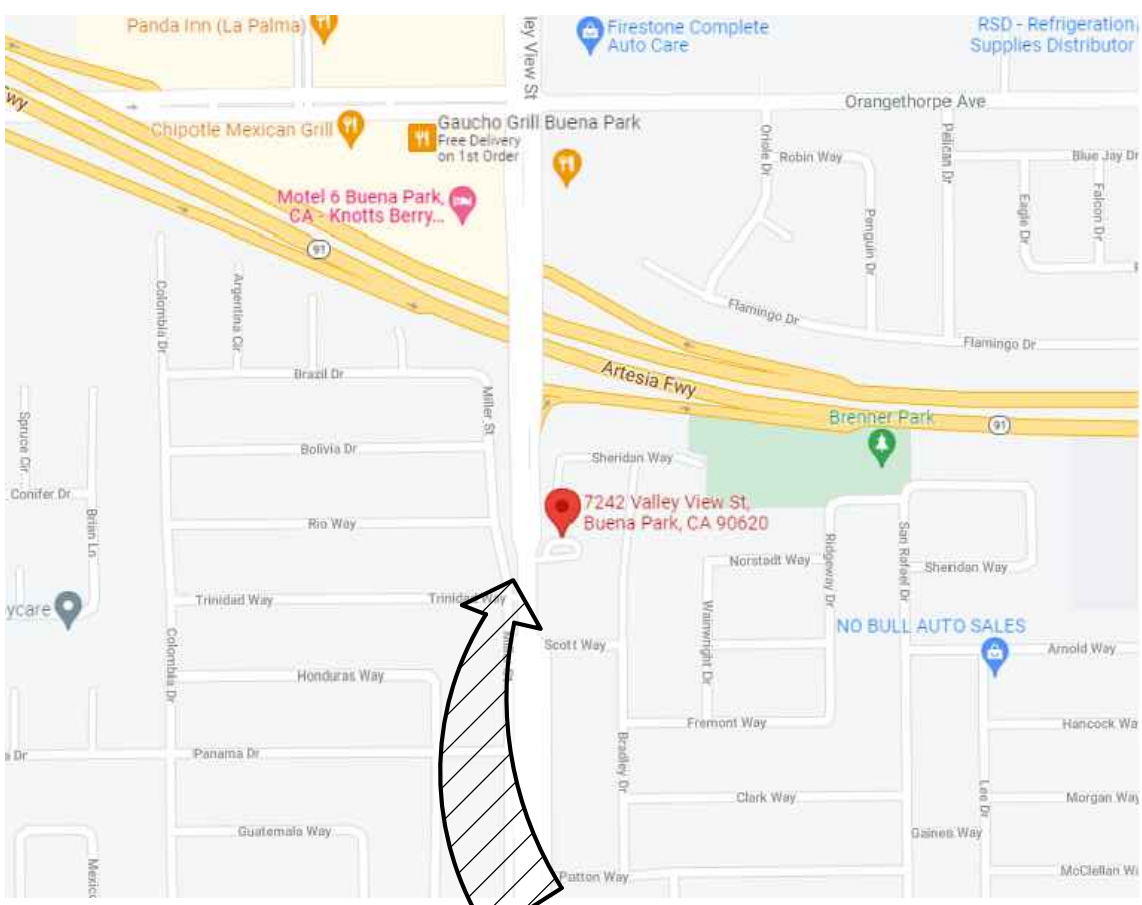
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PROJECT DESCRIPTION

SCALE

4

- * RELOCATE EXISTING HOUSE ON THE EXISTING LOT.
- * DEMO THE EXISTING GARAGE, FIREPLACE AND BREZEWAY
- * BUILD (2) TWO ADDITIONAL HOUSE IN LOT 2 & 3
- * BUILD (3) NEW ADU UNIT AT THE REAR YARD



SITE

SCOPE OF WORK

SCALE

3

VICINITY MAP

SCALE

2

ARCHITECTURAL SYMBOLS LEGEND

	SECTION MAJOR/BUILDING		EXISTING PARTITION DOOR AND FRAME TO REMAIN		SPEAKER		CHANDELIER LIGHT FIXTURE VERIFY WEIGHT AND PROVIDE SUFFICIENT BLOCKING
	ELEVATION MAJOR/BUILDING		NEW DOOR SEE DOOR SCHEDULE		ACOUSTICAL PANEL		LIGHT FIXTURE W/ PULL SWITCH
	INTERIOR ELEVATION		NEW GLAZING SEE WINDOW SCHEDULE		GYPSON BOARD		LIGHT FIXTURE W/ WATERPROOF COVER
	COLUMN GRID TAG		NORTH ARROW		ACOUSTICAL TILE ACCESS TILE		WALL MOUNTED LIGHT FIXTURE
	DATUM POINT CONTROL POINT WORK POINT		PARTITION TYPE PARTITION SYMBOL		ACCESS DOOR		RECESSED CAN LIGHT FIXTURE
	MATCHLINE		F.O.F.		DIFFUSER		RECESSED EYEBALL LIGHT FIXTURE
	REVISION DELTA		F.O.F.		SHOWER		RECESSED CAN LIGHT FIXTURE (LOW VOLTAGE)
	ROOM IDENTIFIER		WINDOW TYPE		TOILET TANK TYPE		EXHAUST FAN W/ MIN. 6 AIR CHANGES/HR.
	NON-RATED PARTITION		FLOOR & WALL FINISH		URINAL		RECESSED CAN/EXHAUST FAN COMBINED FIXTURE
	ONE HOUR RATED PARTITION		TOILET ACCESSORIES		TOILET		ONE-WAY SWITCH @ 48" A.F.F. (U.N.O.)
	TWO HOUR RATED PARTITION		CABINET & EQUIPMENT		LAVATORY		THREE-WAY SWITCH @ 48" A.F.F. (U.N.O.)
	CMU PARTITION		DOOR NUMBER		SINK		ONE-WAY SWITCH @ 48" A.F.F. (U.N.O.) W/ DIMMER CONTROL
	CONCRETE		BIFOLD DOOR		SERVICE SINK		PUSH BUTTON CONTROL @ 48" A.F.F. (U.N.O.)
	EXISTING WALL TO REMAIN		SLIDING POCKET DOOR		DRINKING FOUNTAIN		GAS RECEPTACLE
	EXISTING WALL TO BE REMOVED		SLIDING DOOR (SHOWN W/O FIXED PANEL)		DUPLEX POWER OUTLET @ 12" A.F.F. @ 42" A.F.F. AT KITCHEN COUNTERS		SMOKE DETECTOR
	EXISTING DOOR AND FRAME TO BE REMOVED		FOLDING DOOR		QUAD POWER OUTLET		GARAGE DISPOSAL
	EXISTING GLAZING TO BE REMOVED		ROLL-UP DOOR FACE-UP-WALL MOUNTED		DUPLEX POWER OUTLET W/ 1/2 TO SWITCH @ 36" A.F.F. AT BATHROOM VANITIES (U.N.O.) DUPLEX POWER OUTLET 220V		DOOR BELL CHIME @ 84" A.F.F. (U.N.O.)
	CONCRETE SLAB ON GRADE SEE STRUCTURAL DRAWINGS		SEC. DR. (CYPHER LOCK)		DUPLEX POWER OUTLET W/ GROUND FAULT INTERRUPTER		PHONE JACK
	NEW FLOOR STRUCTURE SEE STRUCTURAL DRAWINGS		SEC. DR. (ROA CARD READER)		WATERPROOF DUPLEX POWER OUTLET W/ GROUND FAULT INTERRUPTER		CABLE JACK

Project Name

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Owner

Sheet no.
A-1
1 of 19

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Date

08/14/23

Checked by

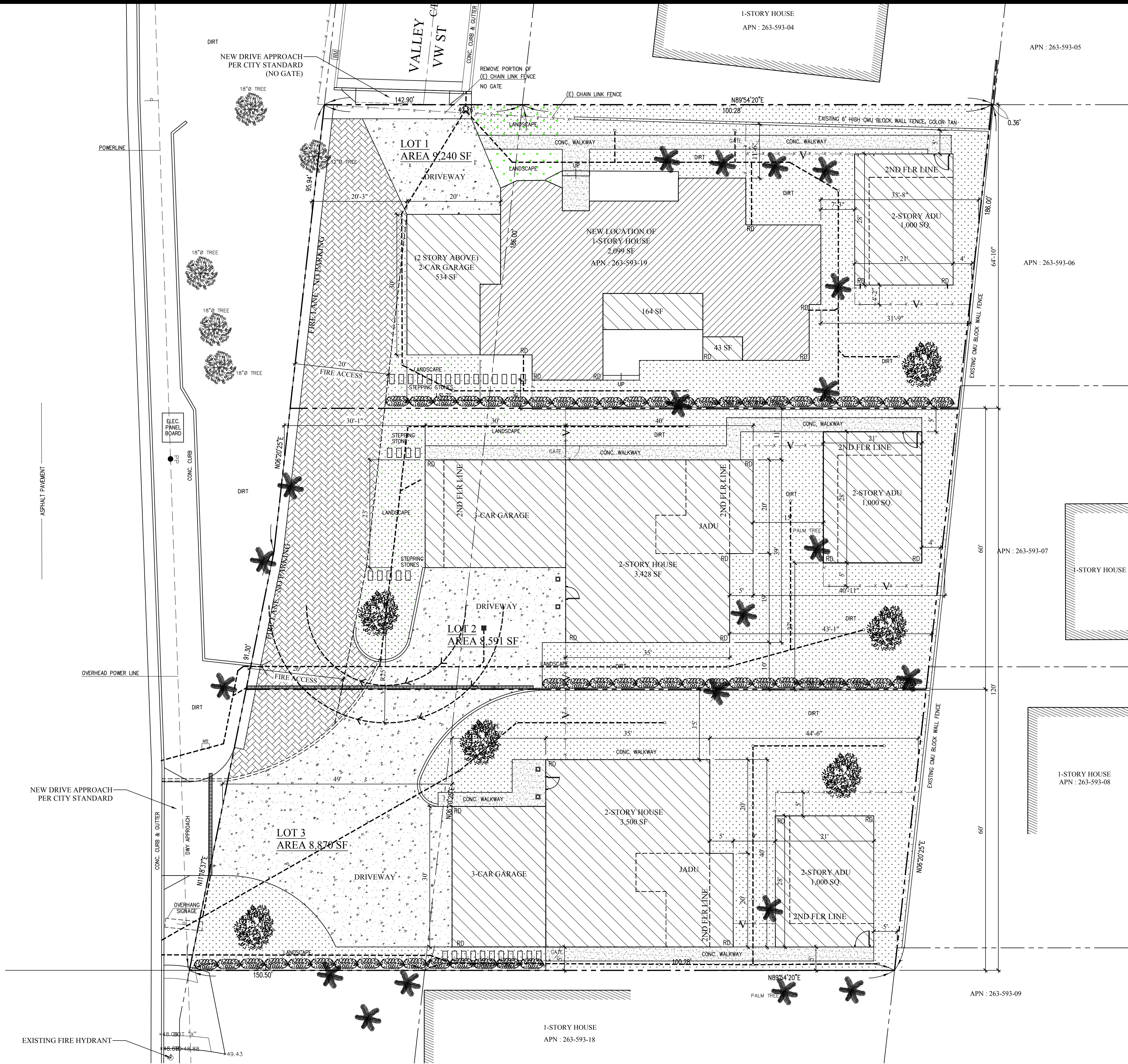
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AAB

Sheet Title

TITLE SHEET



LOT 1 - AREA CALCULATION	
EXISTING HOUSE	= 2,099 SF
ROOM ADDITION	= 207 SF
2 STORY MASTER BEDROOM	= 534 SF
= 2,840 SF TOTAL BLDG AREA	
GARAGE	= 534 SF
COVERAGE CALCULATION	
2,840 SF	= 0.30 % (IS LESS THAN 40% OF
9,240 SF	MAX BUILDING COVERAGE)
ADU = 1,000 SF (NOT PART OF CALCULATION)	

LOT 1 - AREA: 9,240 SF
LANDSCAPE REQUIRED: 360 SF
LANDSCAPE PROVIDED: 642 SF

LOT 2 - NEW HOUSE AREA CALCULATION	
1ST FLOOR	= 1,465 SF
2ND FLOOR	= 1,963 SF
= 3,449 SF TOTAL BLDG AREA	
GARAGE	= 690 SF
COVERAGE CALCULATION	
2,155 SF	= 0.25 % (IS LESS THAN 40% OF
8,591 SF	MAX BUILDING COVERAGE)
ADU = 1,000 SF (NOT PART OF CALCULATION)	

LOT 2 - AREA: 8,591 SF
LANDSCAPE REQUIRED: 360 SF
LANDSCAPE PROVIDED: 872 SF

LOT 3 - NEW HOUSE AREA CALCULATION	
1ST FLOOR	= 1,500 SF
2ND FLOOR	= 2,000 SF
= 3,500 SF TOTAL BLDG AREA	
GARAGE	= 600 SF
COVERAGE CALCULATION	
2,100 SF	= 0.24 % (IS LESS THAN 40% OF
8,870 SF	MAX BUILDING COVERAGE)
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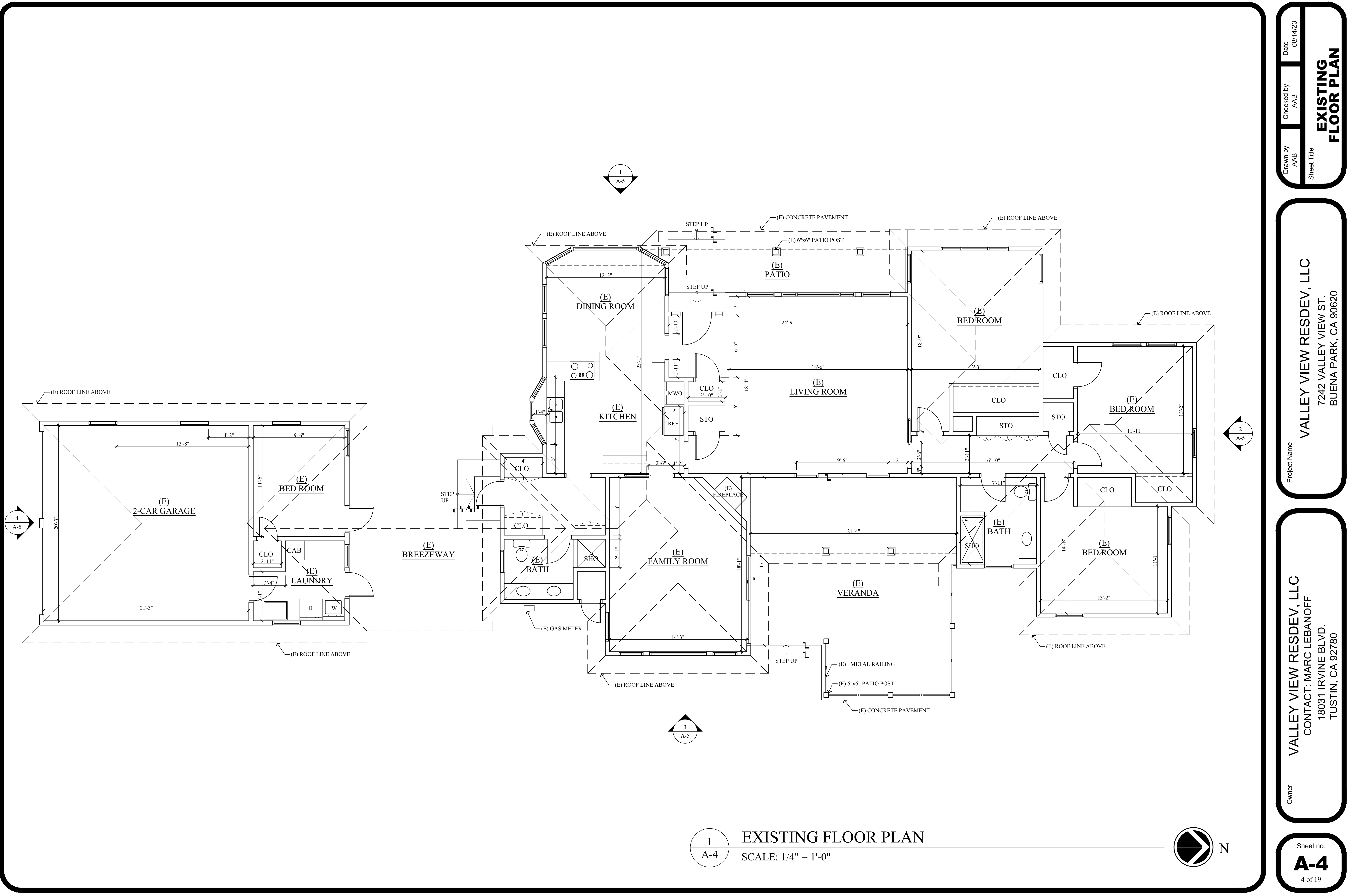
LOT 3 - AREA: 8,870 SF
LANDSCAPE REQUIRED: 360 SF
LANDSCAPE PROVIDED: 1,142 SF

- LEGEND
- PROPOSED NEW HOUSE LOT 2 & 3 AND LOT 1 HOUSE ADDITION
 - RELOCATED 1-STORY HOUSE
 - CONCRETE WALKWAY
 - LANDSCAPE
 - CONCRETE DRIVEWAY
 - PERVIOUS CONCRETE OR PAVERS
 - 6' HIGH VINYL FENCE
 - EXISTING 6' CMU BLOCK WALL FENCE, COLOR: TAN
 - NEW 6' CMU BLOCK WALL FENCE, COLOR: TAN
 - NEW 130 GAL. RAIN TANK PER BMP PER CIVIL, TYP.
 - ROOF DRAIN

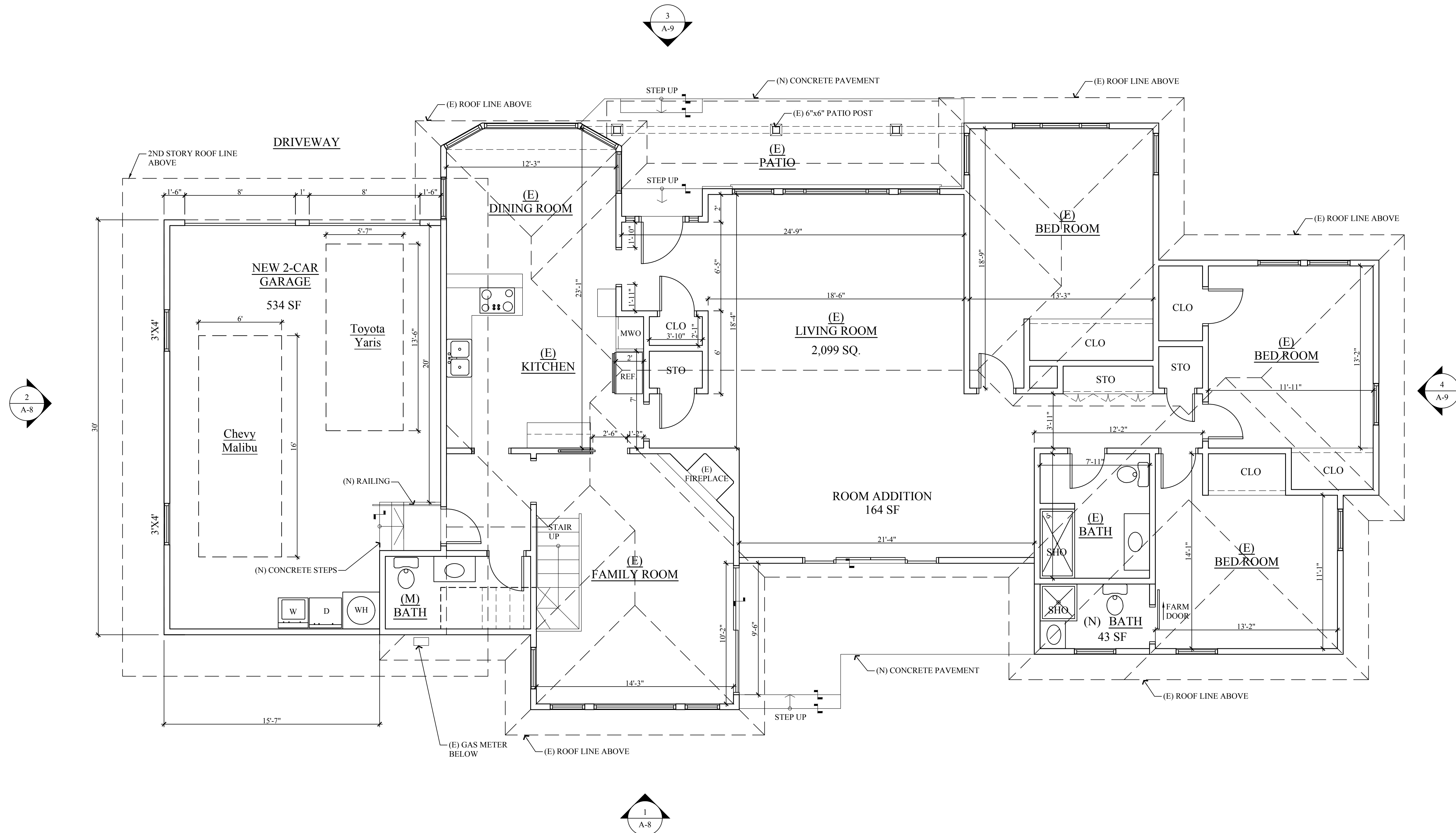
LOT 1 - FRONTAGE LANDSCAPE AREA: 642 SF
LOT 2 - FRONTAGE LANDSCAPE AREA: 872 SF
LOT 3 - FRONTAGE LANDSCAPE AREA: 1,142 SF
2,656 SF TOTAL FRONTAGE LANDSCAPE AREA

LOT 1 - LANDSCAPE AREA: 3,266 SF
LOT 2 - LANDSCAPE AREA: 3,376 SF
LOT 3 - LANDSCAPE AREA: 3,510 SF
13,152 SF TOTAL LANDSCAPE AREA









1
A-6

HOUSE LOT 1 - 1ST STORY FLOOR PLAN
SCALE: 1/4" = 1'-0"



Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

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Checked by

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Date

08/14/23

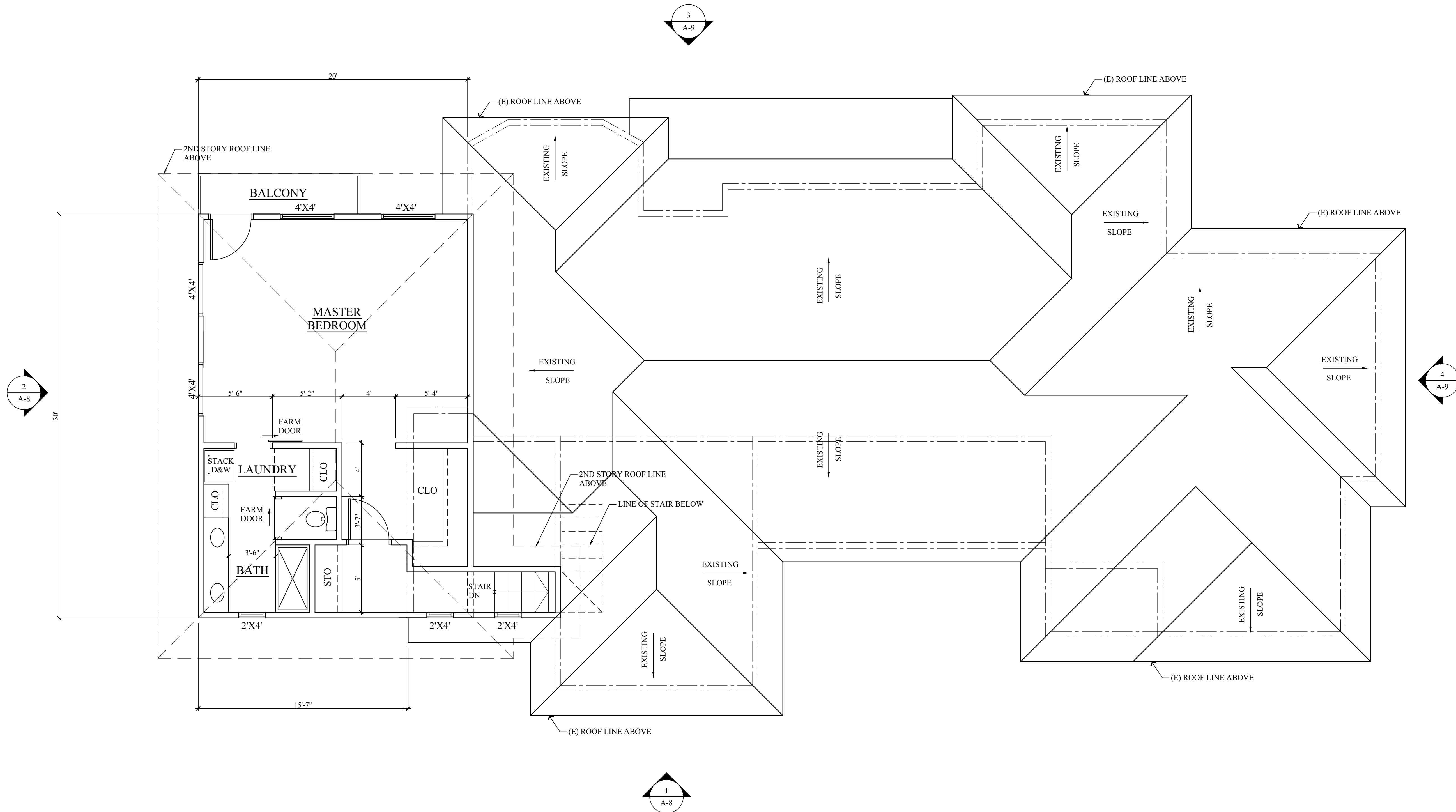
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Sheet Title

HOUSE LOT 1
1ST FLOOR PLAN



1
A-7

MASTER SUITE/JUNIOR ADU
HOUSE LOT 1 - 2ND STORY FLOOR PLAN
SCALE: 1/4" = 1'-0"



Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

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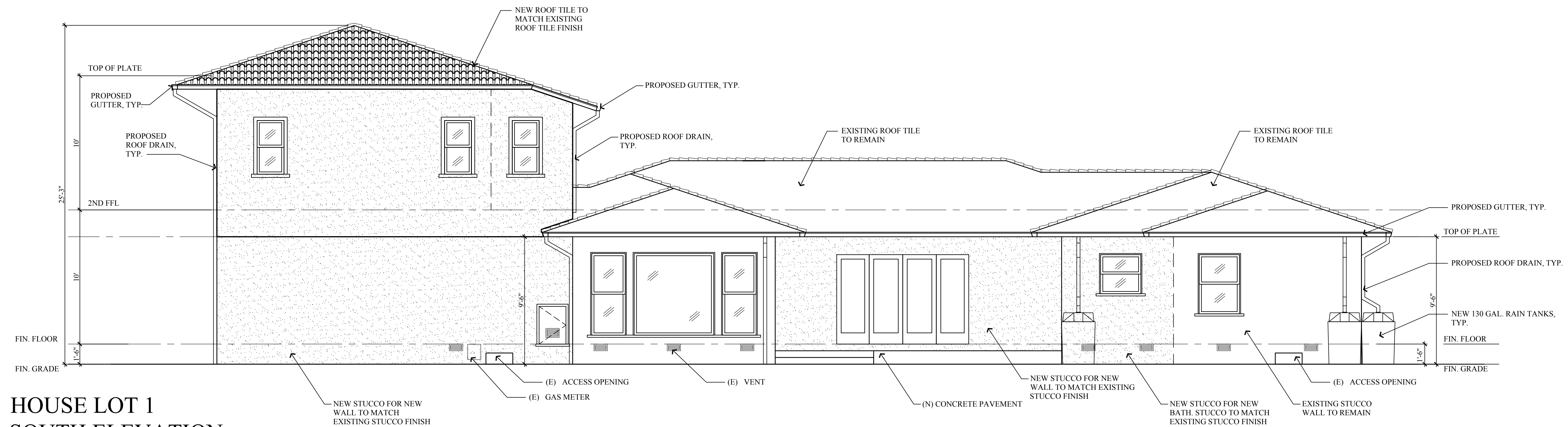
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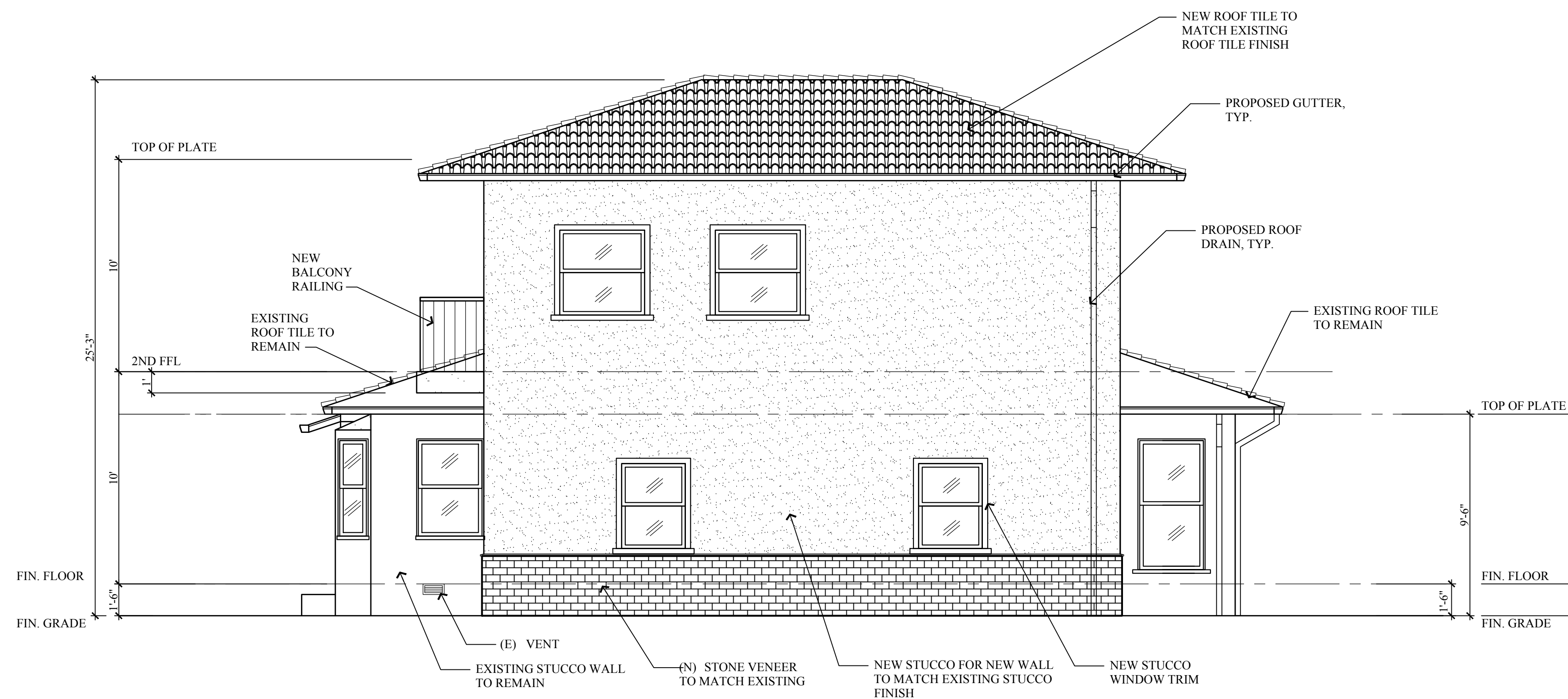
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HOUSE LOT 1
2ND FLOOR PLAN



HOUSE LOT 1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



HOUSE LOT 1 WEST ELEVATION

SCALE: 1/4" = 1'-0"

Project Name

VALLEY VIEW RESDEV, LLC

7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF

18031 IRVINE BLVD.
TUSTIN, CA 92780

Sheet Title

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Date

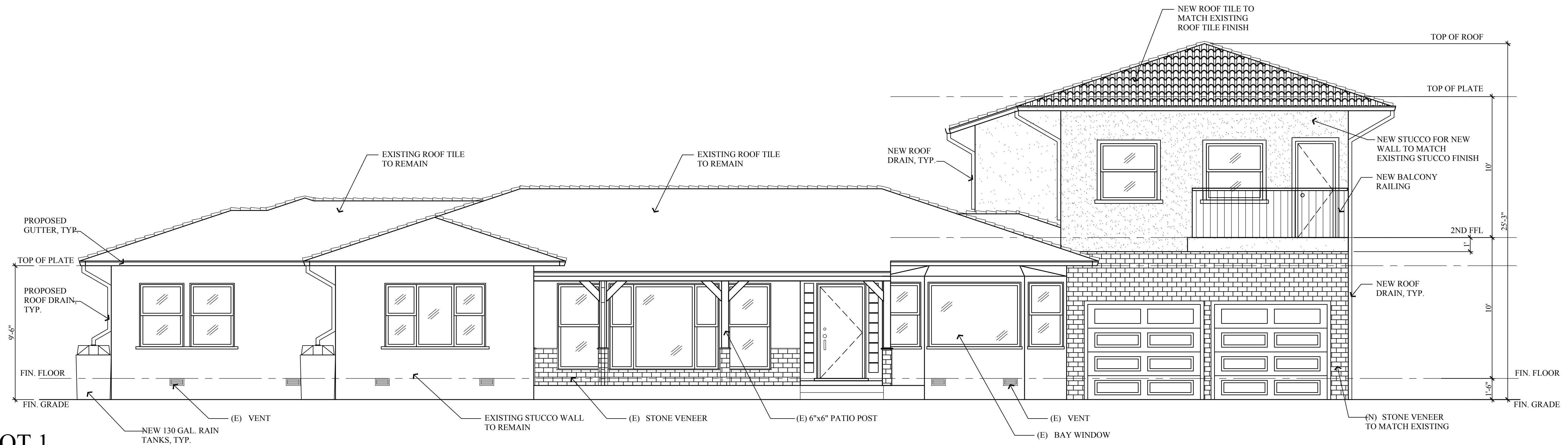
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HOUSE LOT 1
EXT. ELEVATIONS

Sheet no.

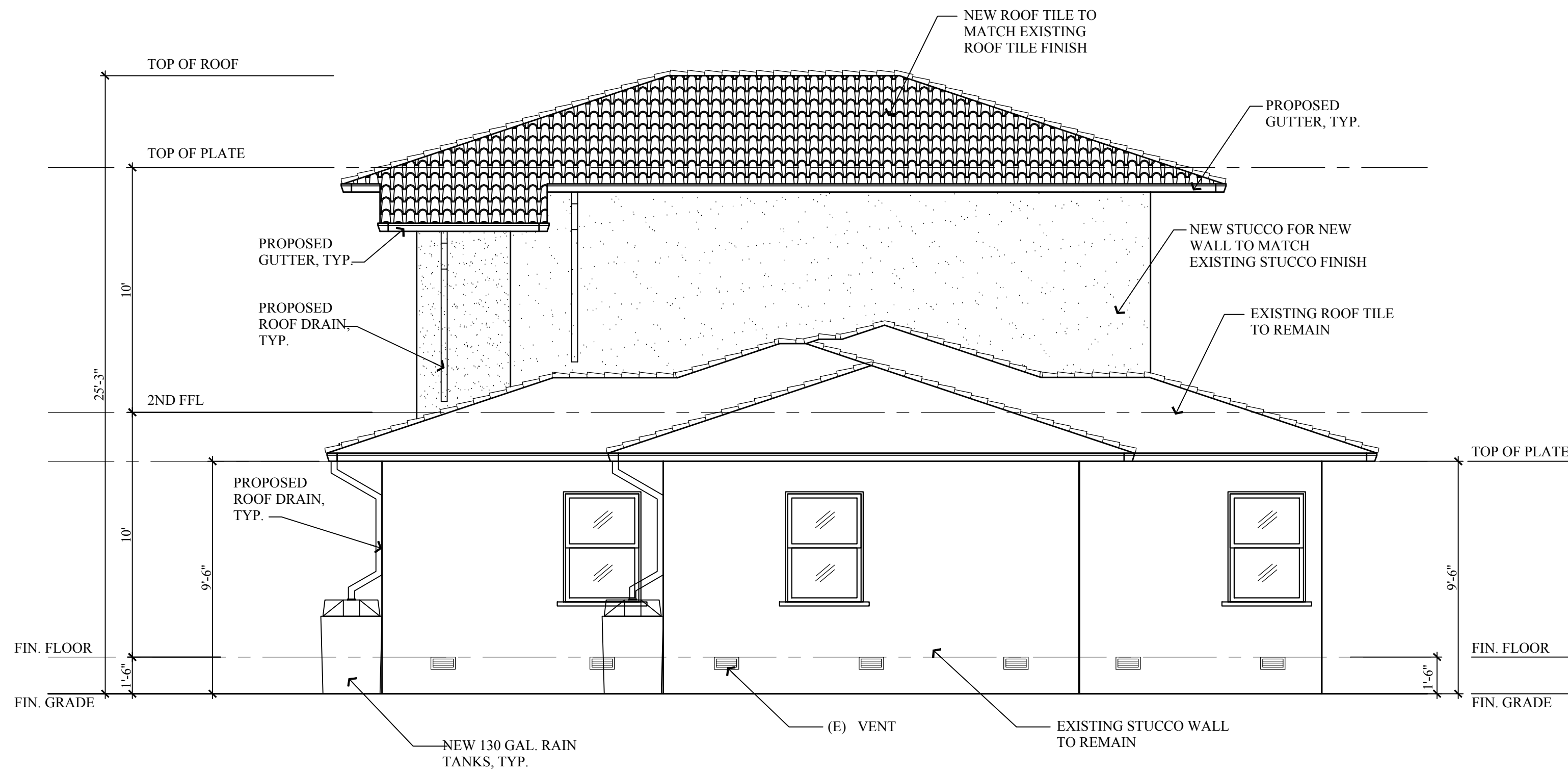
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HOUSE LOT 1
NORTH ELEVATION

SCALE: 1/4" = 1'-0"



HOUSE LOT 1
EAST ELEVATION

SCALE: 1/4" = 1'-0"

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AAB

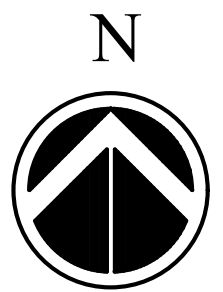
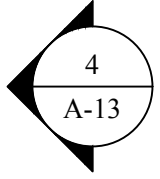
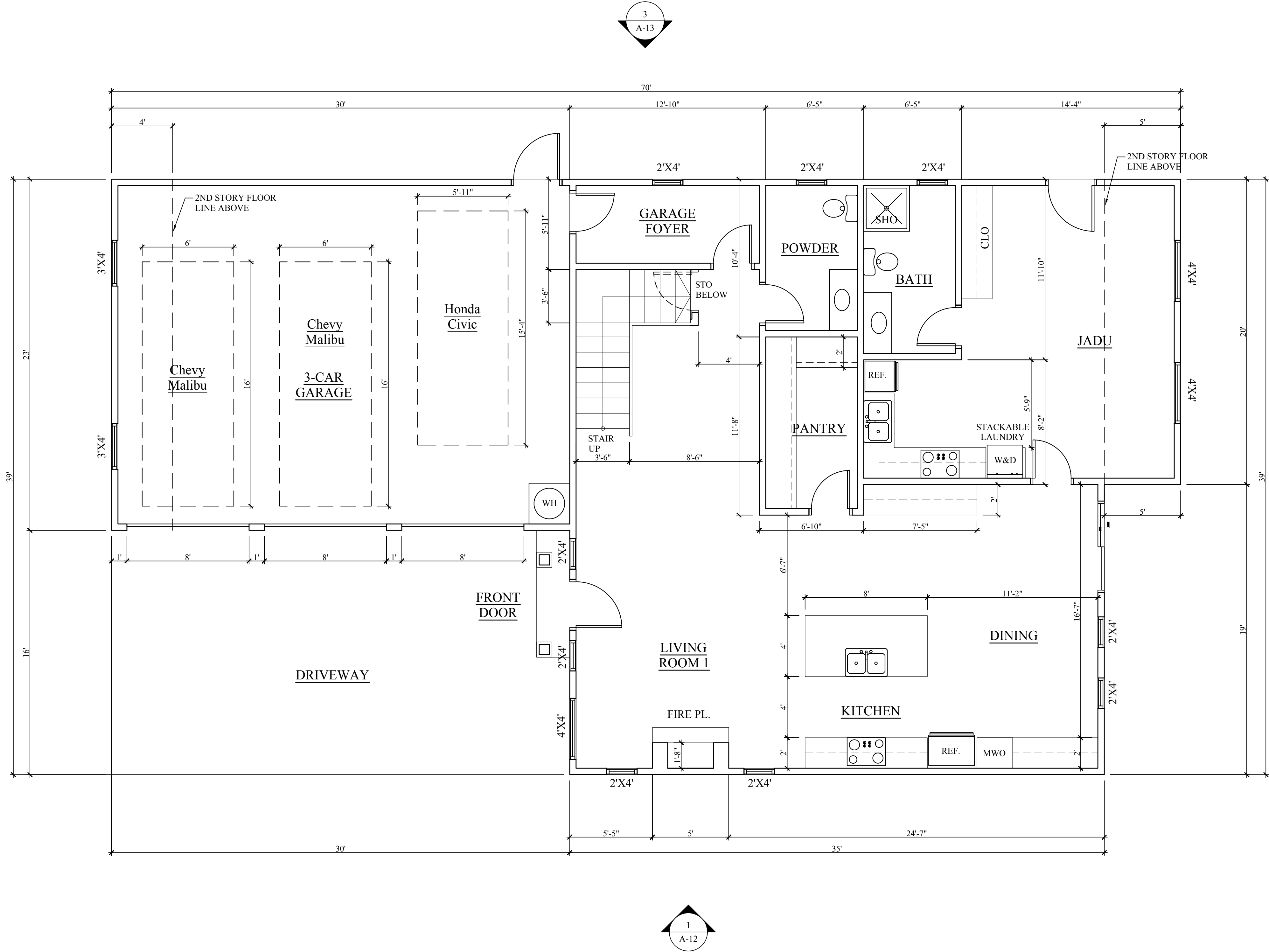
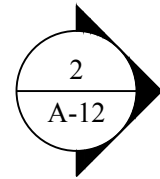
Date
08/14/23

Sheet Title
**HOUSE LOT 1
EXT. ELEVATIONS**

Project Name
VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Owner
VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Sheet no.
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9 of 19



1
A-10

HOUSE LOT 2 - 1ST STORY FLOOR PLAN
SCALE: 1/4" = 1'-0"

Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Drawn by

AAB

Checked by

AAB

Date

08/14/23

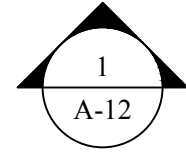
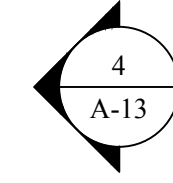
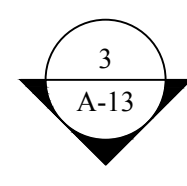
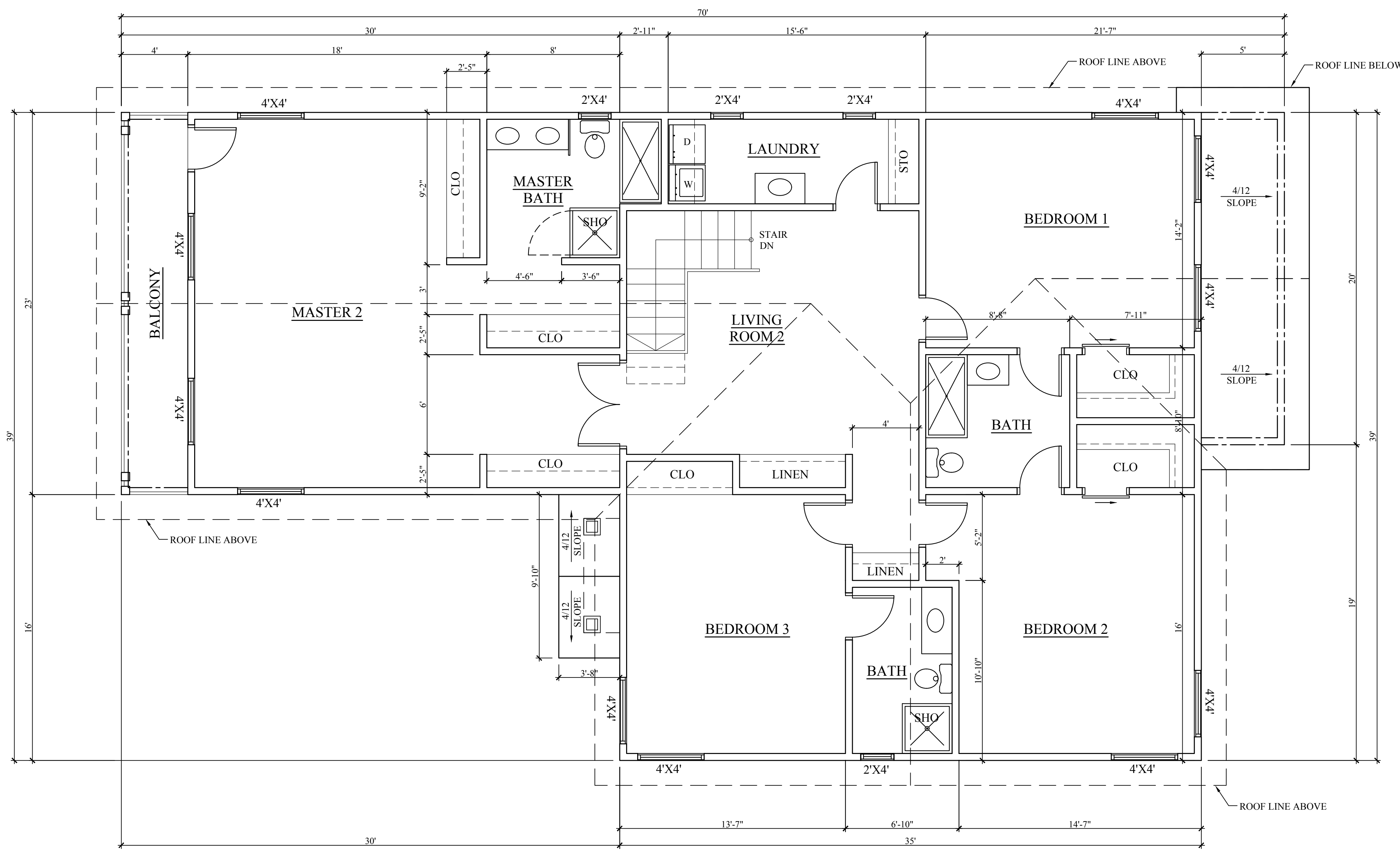
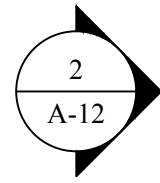
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Sheet Title

HOUSE LOT 2
1ST FLOOR PLAN



1
A-11

HOUSE LOT 2 - 2ND STORY FLOOR PLAN
SCALE: 1/4" = 1'-0"



Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Drawn by
AAB

Checked by
AAB

Date
08/14/23

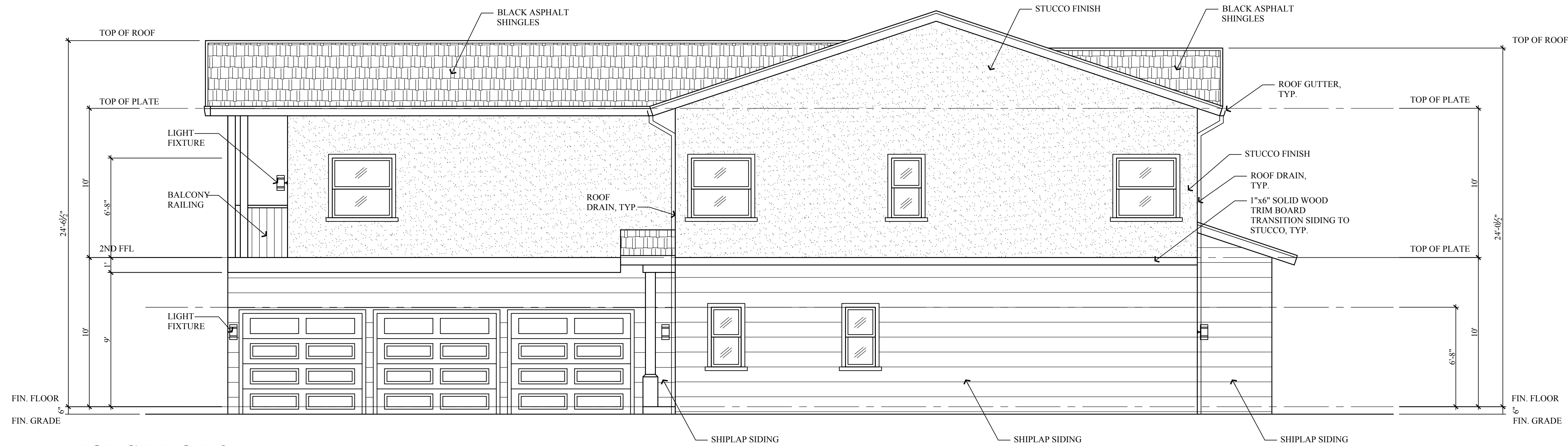
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Sheet Title

HOUSE LOT 2
2ND FLOOR PLAN



HOUSE LOT 2
SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



HOUSE LOT 2
WEST ELEVATION

SCALE: 1/4" = 1'-0"

1
A-12

2
A-12

Owner

Valley View Resdev, LLC
Contact: Marc Lebanoff
18031 Irvine Blvd.
Tustin, CA 92780

Project Name

Valley View Resdev, LLC
7242 Valley View St.
Buena Park, CA 90620

Sheet no.

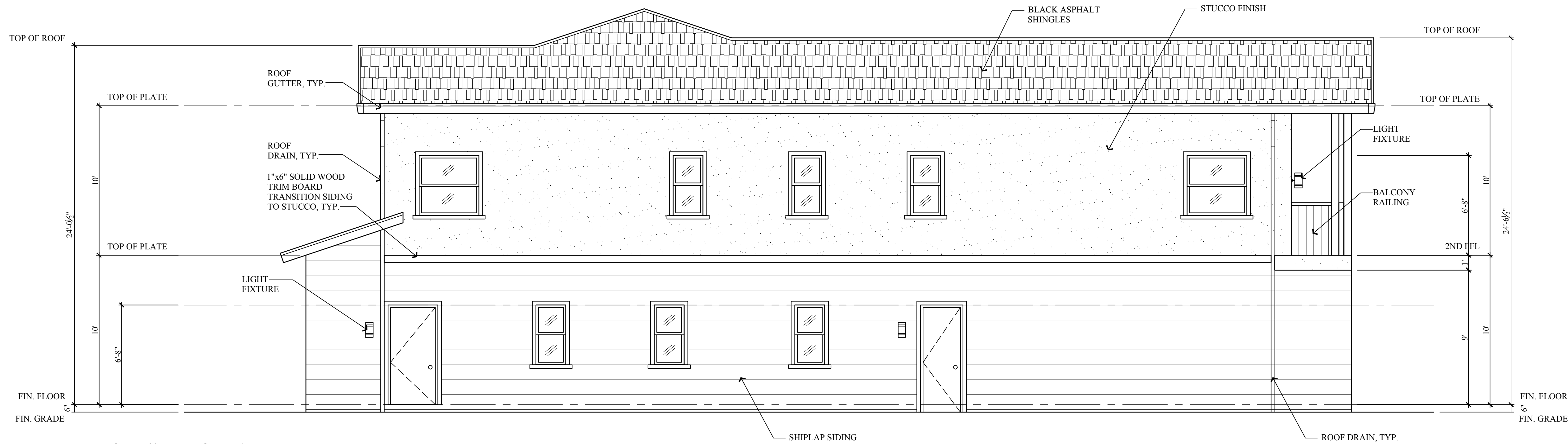
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12 of 19

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Checked by
AAB

Date
08/14/23

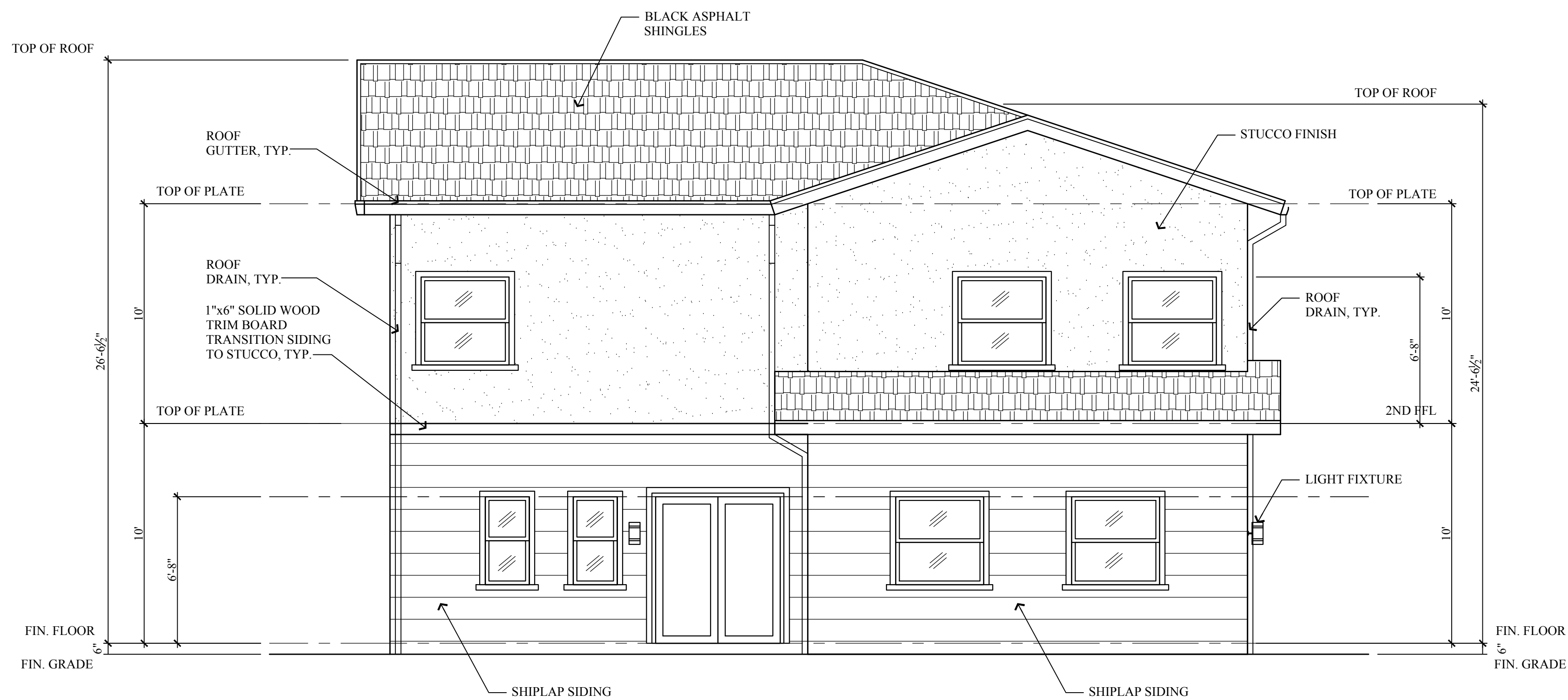
HOUSE LOT 2
EXT. ELEVATIONS



HOUSE LOT 2 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

3
A-13



HOUSE LOT 2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

4
A-13

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Checked by

AAB

Date

08/14/23

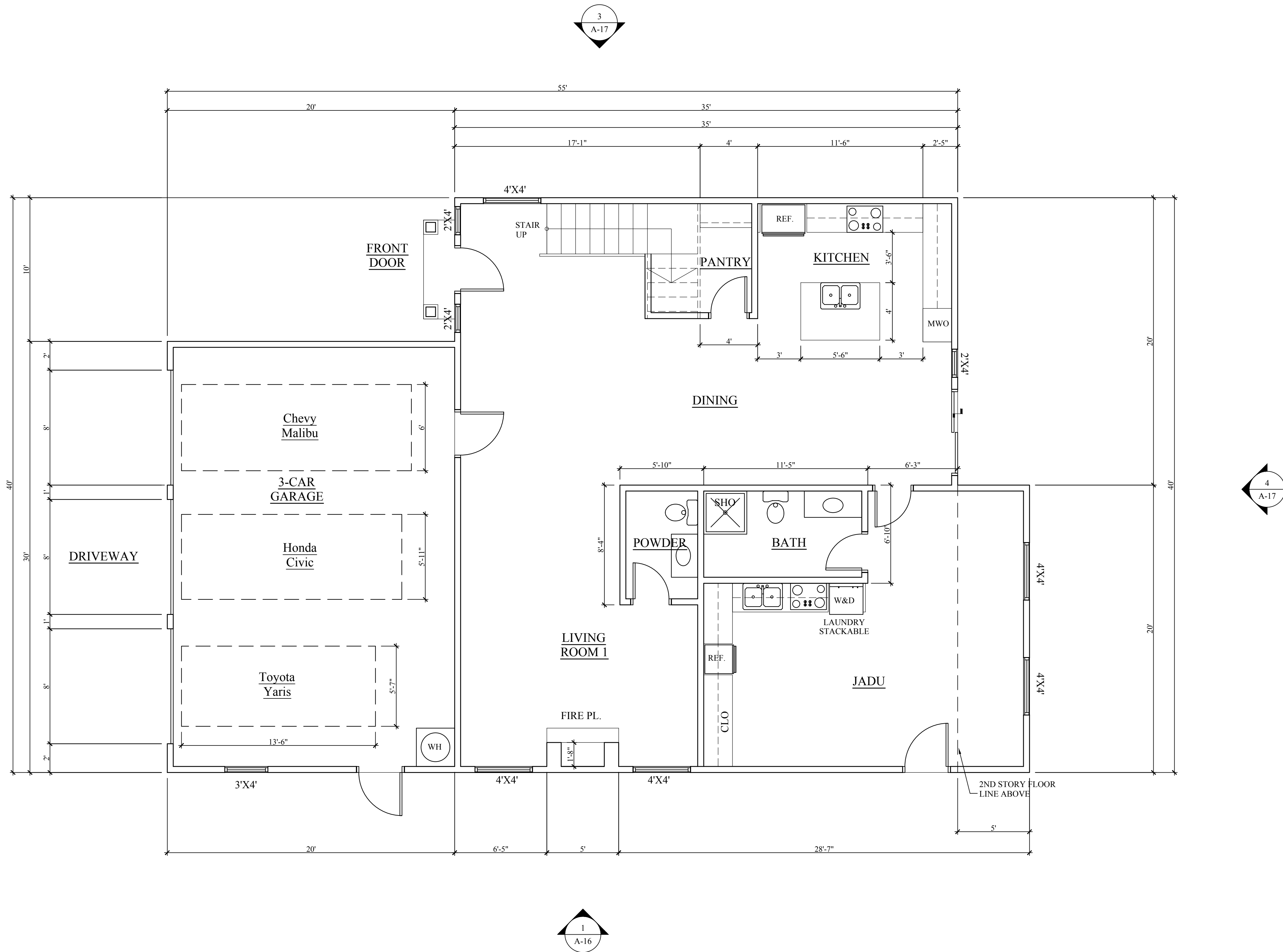
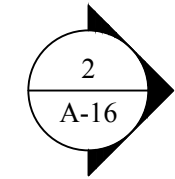
Sheet no.

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Sheet Title

HOUSE LOT 2
EXT. ELEVATIONS



1
A-14

HOUSE LOT 3 - 1ST STORY FLOOR PLAN

SCALE: 1/4" = 1'-0"

Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Drawn by
AAB

Checked by
AAB

Date
08/14/23

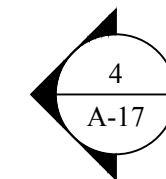
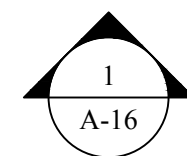
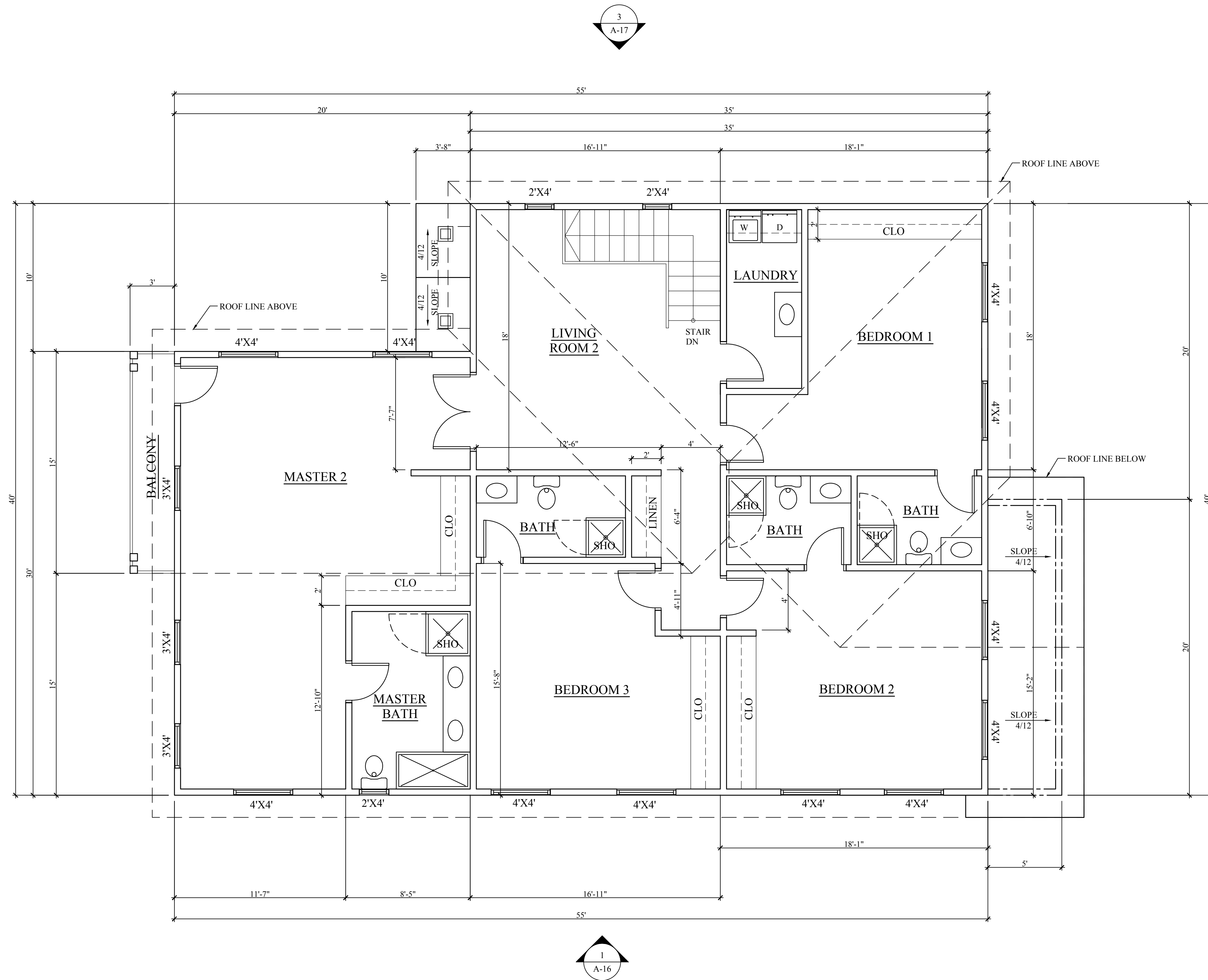
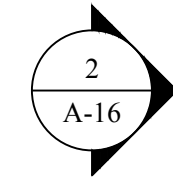
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Sheet Title

HOUSE LOT 3
1ST FLOOR PLAN



1
A-15

HOUSE LOT 3 - 2ND STORY FLOOR PLAN
SCALE: 1/4" = 1'-0"



Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Drawn by
AAB

Checked by
AAB

Date
08/14/23

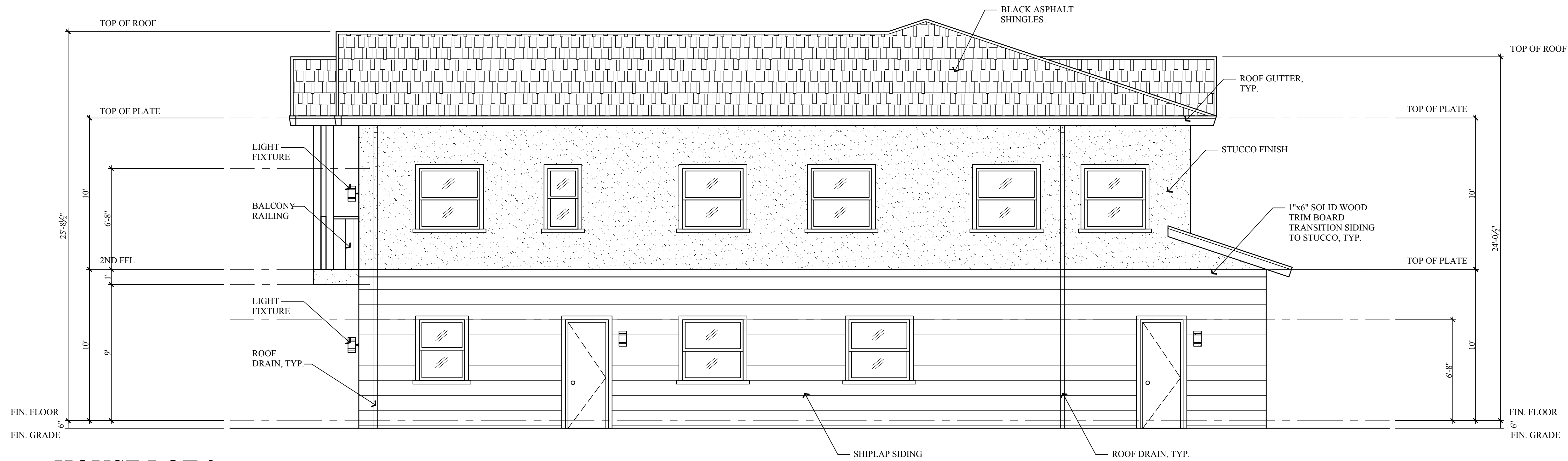
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Sheet Title

**HOUSE LOT 3
2ND FLOOR PLAN**



HOUSE LOT 3 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



HOUSE LOT 3 WEST ELEVATION

SCALE: 1/4" = 1'-0"

Drawn by
AAB

Checked by
AAB

Date
08/14/23

Sheet Title

**HOUSE LOT 3
EXT. ELEVATIONS**

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

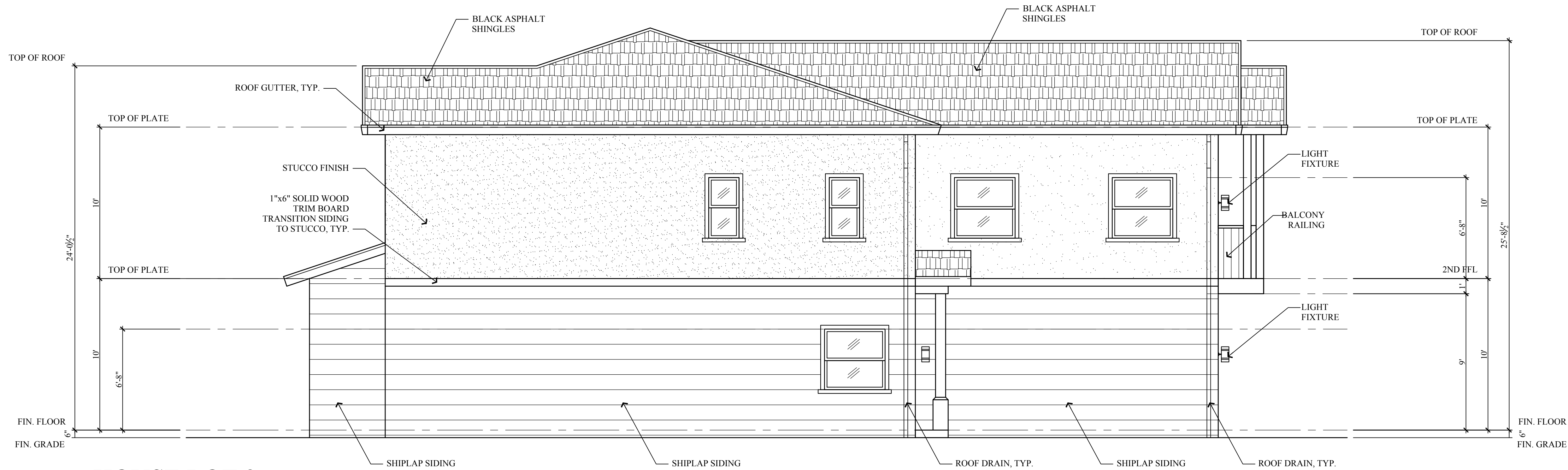
Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Sheet no.

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HOUSE LOT 3
NORTH ELEVATION

SCALE: 1/4" = 1'-0"

3
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HOUSE LOT 3
EAST ELEVATION

SCALE: 1/4" = 1'-0"

4
A-17

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Checked by

AAB

Drawn by

AAB

Date

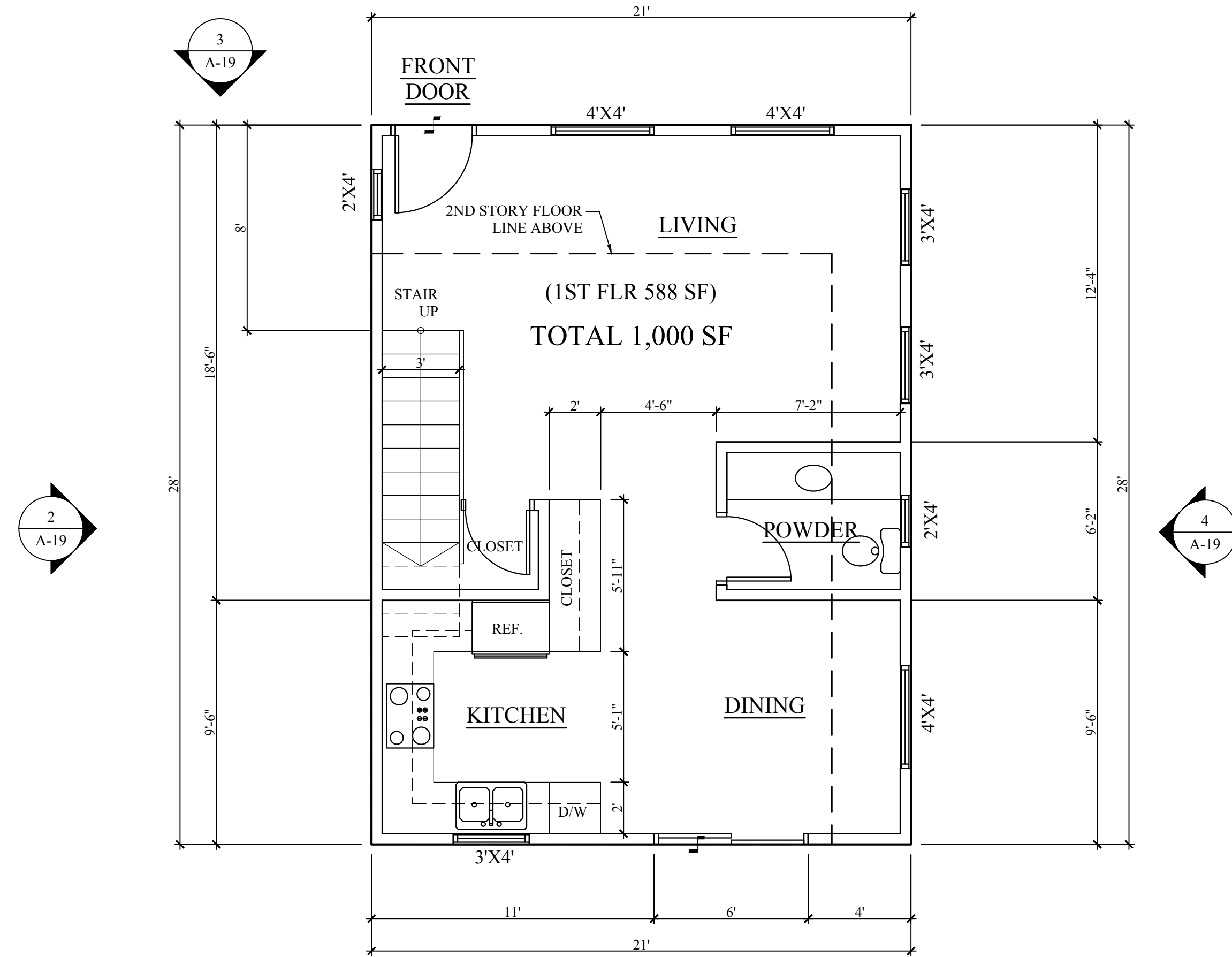
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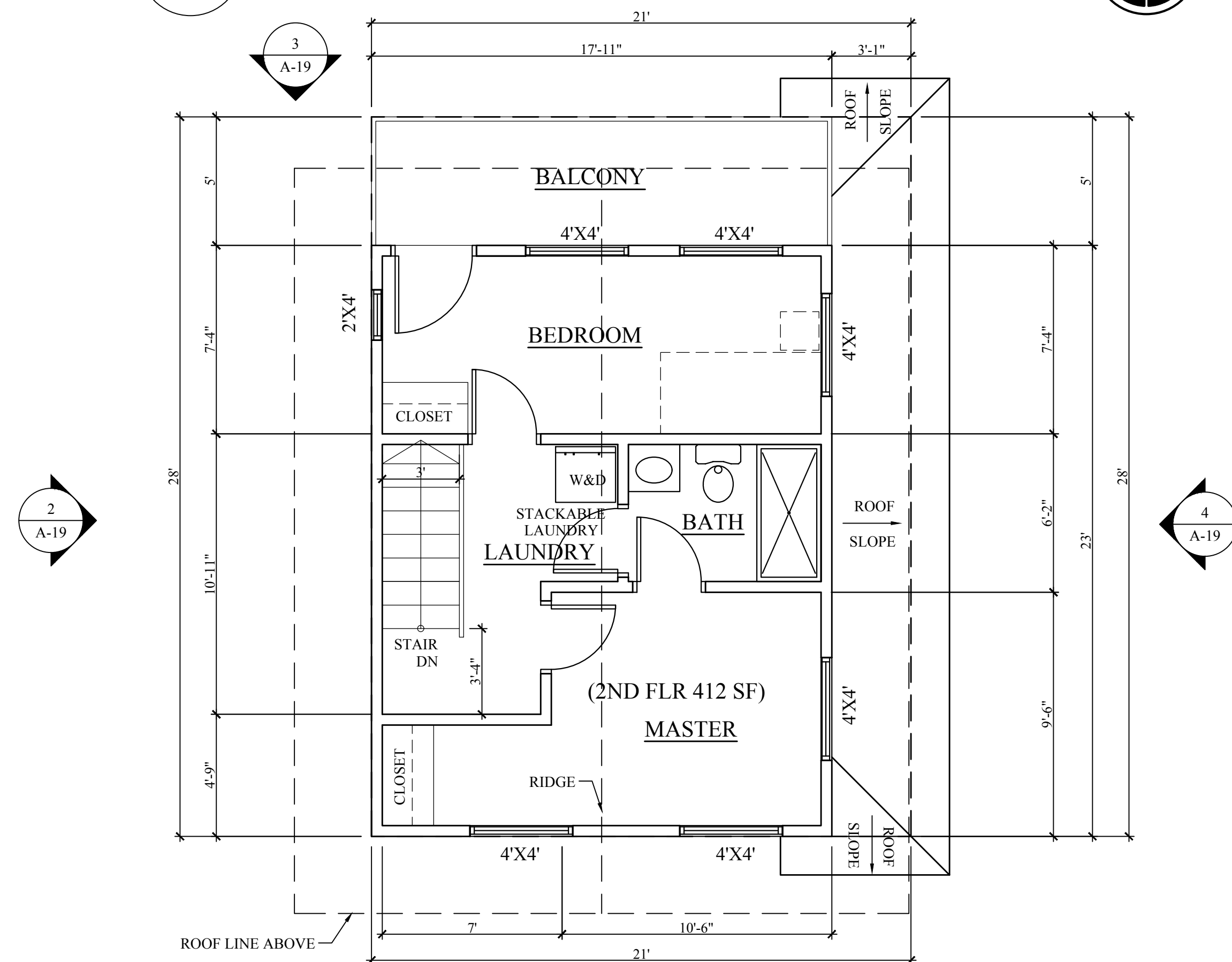
HOUSE LOT 3
EXT. ELEVATIONS



1
A-18

TYP. ADU, LOT 1, 2 & 3
1ST STORY FLOOR PLAN

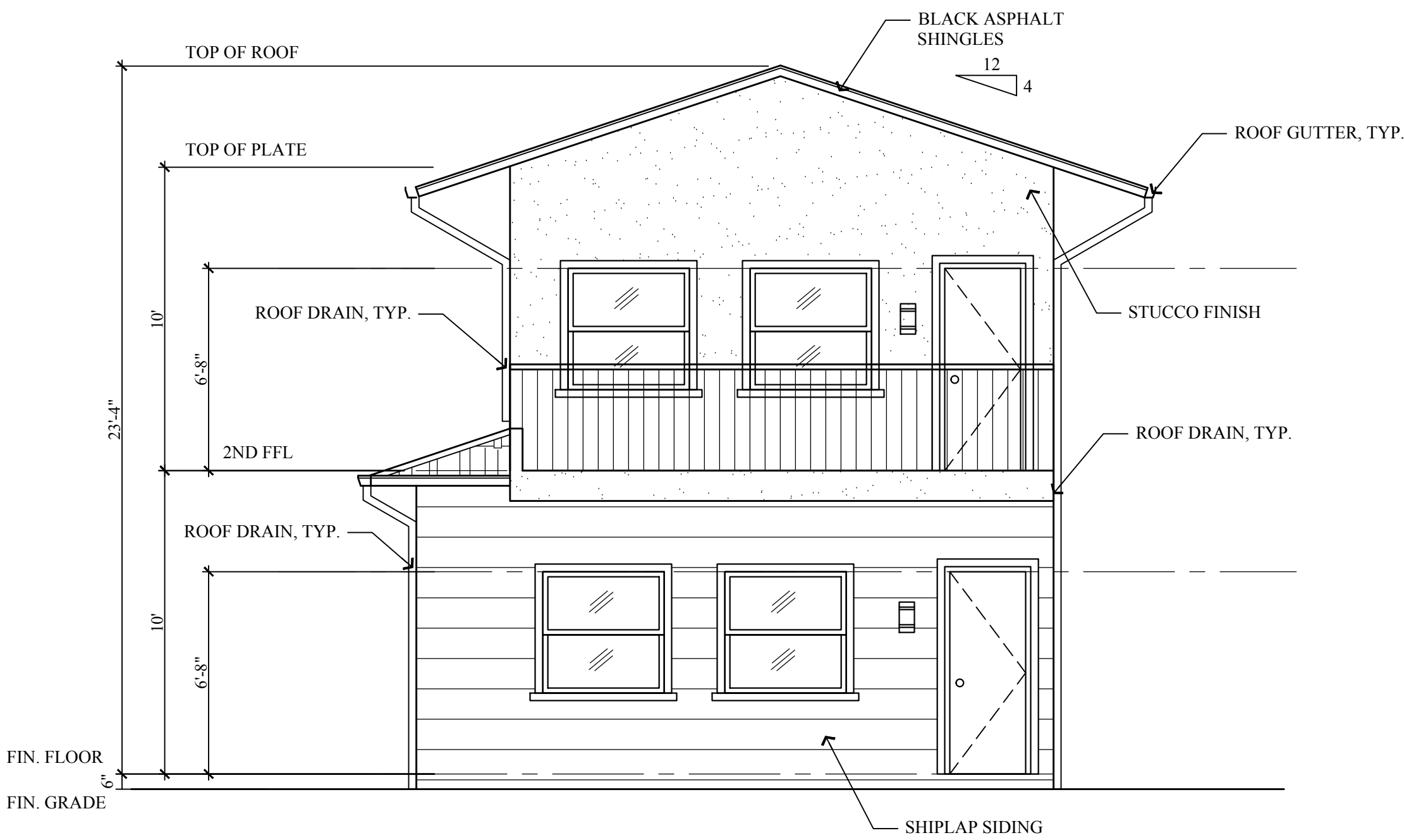
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A-18

TYP. ADU, LOT 1, 2 & 3
2ND STORY FLOOR PLAN

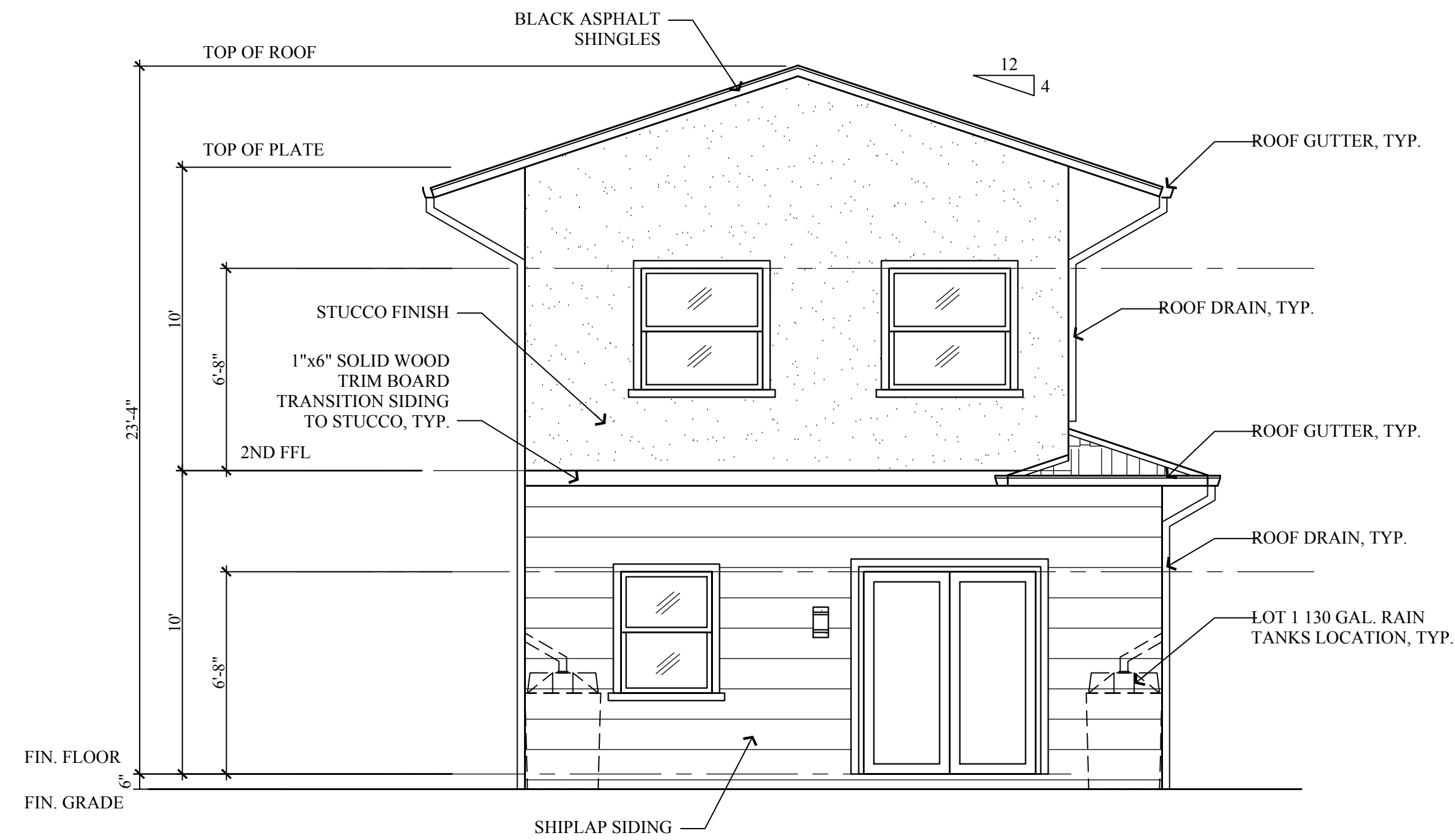
SCALE: 1/4" = 1'-0"



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A-19

TYP. ADU, LOT 1, 2 & 3 SOUTH ELEVATION

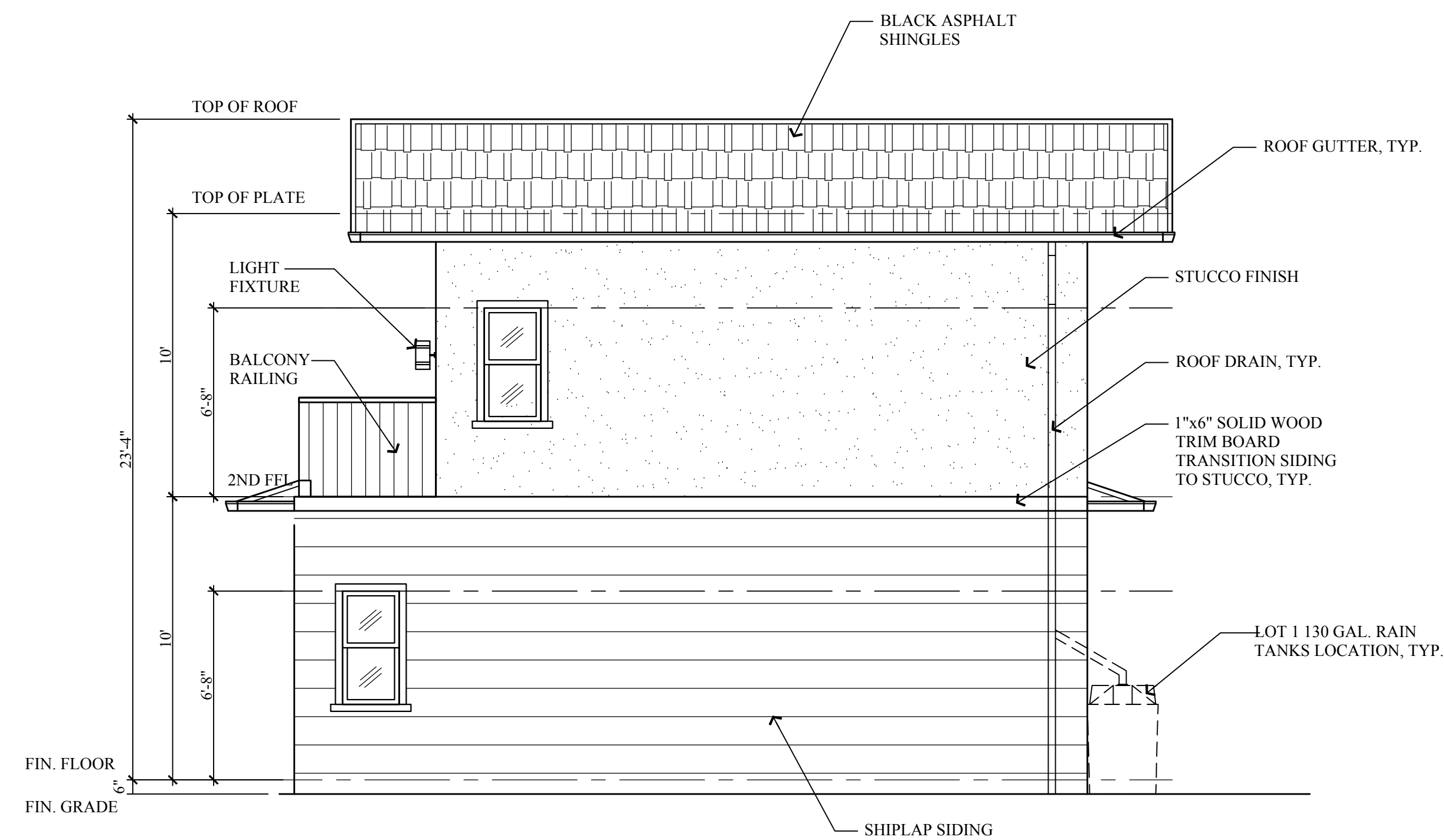
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A-19

TYP. ADU, LOT 1, 2 & 3 NORTH ELEVATION

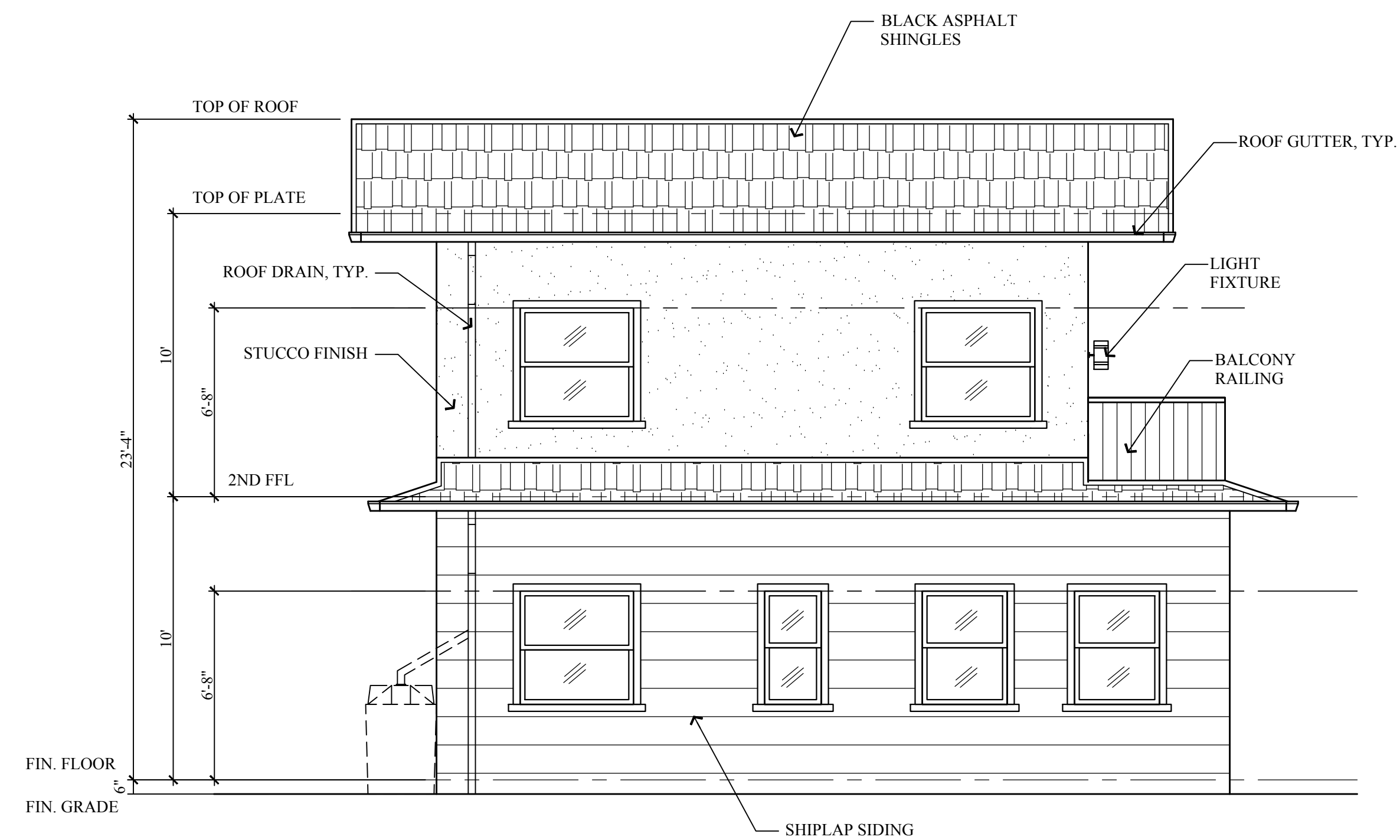
SCALE: 1/4" = 1'-0"



2
A-19

TYP. ADU, LOT 1, 2 & 3 WEST ELEVATION

SCALE: 1/4" = 1'-0"



4
A-19

TYP. ADU, LOT 1, 2 & 3 EAST ELEVATION

SCALE: 1/4" = 1'-0"

Project Name

VALLEY VIEW RESDEV, LLC
7242 VALLEY VIEW ST.
BUENA PARK, CA 90620

Owner

VALLEY VIEW RESDEV, LLC
CONTACT: MARC LEBANOFF
18031 IRVINE BLVD.
TUSTIN, CA 92780

Checked by

AAB

Drawn by

AAB

Date

08/14/23

Sheet no.

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Sheet Title
TYP. LOT 1, 2 & 3 ADU
EXT. ELEVATIONS

City Council Regular Meeting Agenda Report

A. CONTRACTS WITH AYALA ENGINEERING, INC., BIG BEN ENGINEERING, MIKE PRlich AND SONS, INC., AND W.A. RASIC CONSTRUCTION FOR ON-CALL EMERGENCY SEWER REPAIR SERVICES

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	NEW BUSINESS Item: 5A.
Prepared By	Approved By
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager
Presented By	
Jaden Miller, Associate Engineer	

RECOMMENDED ACTION

1) Approve a contract with Ayala Engineering, Inc. to provide on-call emergency sewer repair services without a guaranteed minimum and a not-to-exceed amount of \$300,000; 2) Approve a contract with Big Ben Engineering to provide on-call emergency sewer repair services without a guaranteed minimum and a not-to-exceed amount of \$300,000; 3) Approve a contract with Mike Prlich and Sons, Inc. to provide on-call emergency sewer repair services without a guaranteed minimum and a not-to-exceed amount of \$300,000; 4) Approve a contract with W.A. Rasic Construction to provide on-call emergency sewer repair services without a guaranteed minimum and a not-to-exceed amount of \$300,000; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contracts; and, 6) Authorize the City Manager and City Clerk to execute the contracts.

PREVIOUS CITY COUNCIL ACTION

Similar agreements for on-call engineering services have been approved previously by the City Council.

DISCUSSION

The City of Buena Park Sewer Services Division operates and maintains more than 168 miles of sanitary sewer mains as well as around 3,400 manholes each year. In addition to routine maintenance performed by City's sewer staff, there are instances when sewer mains or manholes fail and require emergency repairs. In some cases, the scope of these repairs exceeds the capabilities of City staff. When this occurs, a contractor is hired to complete the repairs and prevent further damage to the sewer facilities.

Under the City's previous on-call emergency sewer repair contract with Ayala Engineering, Inc., a total of nine (9) emergency sewer failures were addressed, with total repair cost of approximately \$290,000. Maintaining on-call contracts for emergency sewer repairs ensures that the City can promptly address failing sewer facilities while minimizing repair costs.

In an effort to streamline project delivery and provide readily available contractor support, staff issued a Request for Proposals (RFP) on February 20, 2025, for on-call emergency sewer repair services. On March 12, 2025, four (4) bids were received by Ayala Engineering, Inc., Big Ben Engineering, Mike Prlich and Sons, Inc., and W.A. Rasic Construction. All contractors possess the required licenses and the necessary experience to perform the emergency repair services.

When services are required for a specific emergency event, the City will request a proposal. A letter proposal will then be agreed upon by the City and the Contractor before a Notice-to-Proceed is issued for each event. At that time, no further City Council action will be required.

Staff recommends approving a two-year contract without a guaranteed minimum and a not-to-exceed amount of \$300,000 for each contractor. Due to the on-call nature of this agreement, work is not guaranteed to any contractor.

Within the City's Community Workforce agreement (CWA) under exclusions, the City Council has made a determination to forego competitive bidding in awarding of Contracts for any work that is urgent or emergency in nature.

These contracts were coordinated with the City Attorney.

BUDGET IMPACT

The approval of the proposed on-call contract does not directly appropriate or expend funds. Services will be requested as needed for emergency situations. Costs associated with the on-call services contract will be funded by the Miscellaneous Sewer System Improvements Account (53-9806-490010).

Attachments

[Att. 1 of 8 - Contract Ayala.pdf](#)

[Att. 2 of 8 - Proposal Ayala.pdf](#)

[Att. 3 of 8 - Contract Big Ben.pdf](#)

[Att. 4 of 8 - Proposal Big Ben.pdf](#)

[Att. 5 of 8 - Contract Mike Prlich.pdf](#)

[Att. 6 of 8 - Proposal Mike Prlich.pdf](#)

[Att. 7 of 8 - Contract W.A. Rasic.pdf](#)

[Att. 8 of 8 - Proposal W.A. Rasic.pdf](#)

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

ON-CALL EMERGENCY SEWER REPAIR SERVICES

PROJECT NO. N/A
BID NO. N/A
APRIL, 2025

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

A handwritten signature in blue ink, appearing to read "Deepthi Arabolu".

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 75742

Approved by:

A handwritten signature in blue ink, appearing to read "Mina Mikhael".

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

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CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR ON-CALL EMERGENCY SEWER REPAIR SERVICES “Project”

Project Number: N/A
Bid Number: N/A

This CONTRACT (“Contract”) is made and entered this 8th day of April, 2025 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and Ayala Engineering, Inc., a California Corporation (“Contractor”). Contractor’s California State Contractor’s license number is 959385. The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

- A. This Contract;
- B. The Request for Proposals (RFP) for On-Call Emergency Sewer Services issued by the City of Buena Park, dated February 20th, 2025;
- C. The Contractor’s Bid Proposal for the City of Buena Park On-Call Emergency Sewer Repair Services, dated March 12th, 2025, (including documentation accompanying the Bid and any post-Bid documentation.
- D. Any “Notice to Proceed” issued by the City to Contractor under the terms of this Contract;
- E. The Contractor’s Payment and Performance Bonds for any scope of work that is described in a Notice to Proceed issued by the City with a value in excess of \$25,000;
- F. The City of Buena Park’s Special Provisions for Public Works Projects, Latest Edition;
- G. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
- H. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services.

(A) At any time during the term of this Agreement, the City may issue to Contractor a “Request for Emergency Work Proposals” setting forth the on-call services needed by the City (“Request for Work”) and requesting that Contractor provide a written bid to the City in the form attached hereto was Exhibit “A” setting forth Contractor’s not-to-exceed bid to perform the services described in the City’s Request for Work (“Letter Proposal”). Contractor shall provide a Letter Proposal to the City not later than 5 days following receipt of a Request for Work from the City.

(B) Within 5 days following receipt of a Letter Proposal from Contractor, the City may accept the Letter Proposal by issuing Contractor a "Notice to Proceed" which shall authorize Contractor to perform the services described in the Request for Work for the Compensation set forth in the Letter Proposal. Nothing in this Contract requires the City to accept any Letter Proposal from Contractor, issue any Notice to Proceed to Contractor, to pay Contractor any Compensation or consideration of any kind except as indicated in at Notice to Proceed issued by the City.

(C) Contractor shall provide and perform the on-call emergency sewer repair services that are set forth in any Notice to Proceed issued under this Contract (collectively, the "Services"), all to CITY's reasonable satisfaction. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the Contractor shall provide the Services under the direction of the Designated Official (or his/her designee). The Contractor shall commence performance of the Services upon receipt of a written Notice to Proceed from the Designated Official authorizing the Contractor to proceed, and only to the extent of such authorization or task order. The City may, from time to time, request changes in the scope of services of the Contractor to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. Compensation. The Contractor shall perform the Services described in each Notice to Proceed at the direction of the City, and City shall pay Contractor in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in the Notice to Proceed issued by the City for each scope of Services. The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the Contractor is entitled to receive pursuant to this Agreement shall equal to the total value of Notices to Proceed for Services approved by the City under this Contract. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties.

4. Term of Contract: The term of this agreement shall commence on **April 8, 2025** and shall remain in full force and effect until **April 8, 2027**. The Contractor agrees to complete the work to City's satisfaction within the amount of working days agreed upon for each task order. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

- a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
- b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
- c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.
6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies

providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.
10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."
12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*
13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.
14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.
16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.
18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here.

Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnification.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part

to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract

may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF THE PROJECT

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of

Dollars (\$ _____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF THE PROJECT

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

The insureds under such policy or policies are:

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____
(name and title)

For: _____
(Bidder)

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| General Liability Endorsement | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)



SPECIAL PROVISIONS

CITY OF BUENA PARK

Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards)** shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the **Caltrans Standards** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1: SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated per the on-call services.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter (\$250 for application) and provide an \$800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

1. Labor..... 20%
2. Materials.....15%
3. Equipment Rental.....15%
4. Other Items and Expenditures..... 15%

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

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for

on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	(714) 562-3940
ORANGE COUNTY FIRE AUTHORITY	(714) 527-3955
PARK DISPOSAL	(714) 522-3577
AMERICAN MEDICAL RESPONSE	(714) 808-2288
BUENA PARKSCHOOL DISTRICT	(714) 522-8412
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	(714) 530-6060

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work, vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file

post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Constructions Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. 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 by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No. CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030)

and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contactor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

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 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 Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees, certificates, and warranties;
3. All “as-builts”;
4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and
5. Electronic and hard copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and

other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before

producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et. seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with 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 currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to

persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer. The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating "Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor's operations shall be replaced at the Contractor's expense.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor's agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order 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 in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blueline drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining utility service during construction, including proposed by-passes.
- 8) NPDES/BMP requirements.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The

Contractor shall provide a two (2) week “look ahead” schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within the amount of working days agreed upon for each task order. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A “Preliminary Notice to Proceed” will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within amount of working days agreed upon after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of

work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City.

Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on each task order shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter.

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly

to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

- a. 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 pertains 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 mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.
- b. 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 and to Public Contract Code Section 20104 *et seq.* (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. 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.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City

shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and

are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be $\frac{3}{4}$ " (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan105 and as shown of the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown in the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (CRACK SEALING)

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

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

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat-tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR- TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor's operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

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 a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND (\$1,000) DOLLARS A DAY.**

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6" x 6" concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand.....(24%).....458 lbs.
- 3/8" (1 cm) Aggregate.....(35%)..... 667 lbs.
- 1/2" (1.5 cm) Aggregate..... (12%)..... 229 lbs.
- 3/4" (2 cm) Aggregate.....(29%)..... 553 lbs
- Asphalt viscosity grade **PG 70-10**..... (4.9%).....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 1/2" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 1/2" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2-axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. "SIDEWALK CLOSED AHEAD" signs shall be posted per the Engineer's direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0") lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3'x4' (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 ASBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.

- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.
- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.
- Designated full time certified project supervisors resume.
- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.
- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.
2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.
2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).
4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.
5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.
6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or too large.
3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.
4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)
5. Pipe quality shall be verified through testing per ASTM F 1504 and F 1057 heat reversion test shall be performed on each test sample.
6. All costs for testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by either method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities

A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping

Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a sewer spill.

3. Air testing of the installed Liner.

After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.
2. **Manufacturers Material Certification, Submittal:**
 - a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.
 - b. Copy from the liner material manufacturer's certifying that the formulation of the liner has not changed since the lining material was

tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.
4. **Product Manufacturer, Submittal:** Copy of the manufacturer's literature, material data sheets, and installation procedures.
5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.
6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.
7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.
8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow

line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.

Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half (1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: "a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight."

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

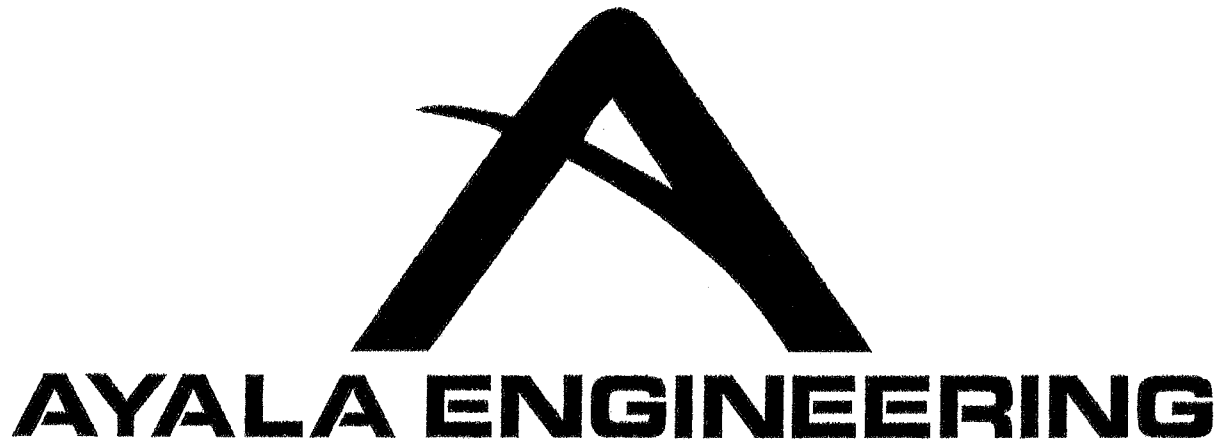
SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer's brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.



City of Buena Park
On-Call Emergency Sewer Repair
Services
Ayala Engineering Inc. Proposal

Attn: Public Works
6650 Beach Blvd, 1st Floor
Buena Park, CA 90621

Ayala Engineering Inc.
8482 E. Meadowridge Street
Anaheim, CA 92808

March 12, 2025

City of Buena Park – Public Works
6650 Beach Blvd,
Buena Park, CA 90621

RE: Ayala Engineering Inc. Proposal for the City of Buena Park – RFP On-Call Emergency Sewer Repair Services

To who is reviewing,

Thank you for your consideration of Ayala Engineering for the **Request for Proposal On-Call Emergency Sewer Repair Services**.

Based off the information provided in your request, Ayala Engineering fully understands the expectations, qualifications, standards, and requirements to meet the City of Buena Park on-call services. Ayala Engineering can perform all tasks associated with Clean & CCTV services, Vactor Services, Frame and Cover Services, and Manhole Rehabilitation Services. No subcontractors will be used on this project.

Ayala Engineering has an active and valid California Class Contractor license (959385 exp 8/31/2026). Ayala also has an active City of Buena Park business license.

Ayala Engineering Inc. (Ayala) has been in business since 2011 and has successfully completed projects on- time and under budget for the City of Buena Park and for multiple other districts. Ayala Engineering is a corporation that has jurisdiction to general contract in the state of California. Ricardo Ayala is the president and owner of Ayala Engineering Inc. The key personnel that will be assigned to this project is as follows:

Ricardo Ayala – President/Superintendent
James McPherson – Project Manager
Jeff Ayala – Superintendent

In Ayala's RFP the City should examine Ayala's resumes of proposed personnel, project reference list, safety forms, and rate sheets. Ayala Engineering will be able to meet the 6-hour emergency call out time and will provide a schedule for any work orders.

Ayala is thankful for the opportunity to be invited to this RFP.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Ricardo Ayala
Ricardo@ayalaengineering.com
714-823-7179



Ayala Engineering Inc. Rate Sheet

Labor Rates

Year	Hourly Rate	Overtime Rate	Double time Rate
Jan. 2025 - Dec. 2025	\$135.00	\$202.50	\$270.00
Jan. 2026 - Dec. 2026	\$140.00	\$210.00	\$280.00
Jan. 2027 - Dec. 2027	\$145.00	\$217.50	\$290.00

Equipment Rates - Increase 5% each year to 2027

Item	Hourly Rate	Overtime Rate	Double time Rate
Utility Truck	\$ 75.00	\$ 112.50	\$ 150.00
Combo Vactor Truck + 1 Operator	\$ 475.00	\$ 712.50	\$ 950.00
CCTV Truck + 1 Operator	\$ 365.00	\$ 547.50	\$ 730.00

Item Increase 5% each year to 2027

Unit

Rate

Emergency Callout (less than 24 hour notice)	Daily	\$ 3,500.00
Confined Space Entry	Daily	\$ 2,500.00
Residential Traffic Control	Daily	\$ 500.00
One Lane Closure Traffic Control	Daily	\$ 2,000.00
Traffic Control Plan Stamped	Per Sheet	\$ 1,100.00
Traffic Control Plan no Stamp	EA	\$ 450.00
Encroachment Permit	EA	20% Markup
Paving Subcontract	LS	20% Markup
Traffic Control Subcontractor	LS	20% Markup
Rental Equipment	LS	20% Markup
Third Party Testing	LS	20% Markup
Haul Off Fees	LS	20% Markup
Dump Fees	LS	20% Markup

Manhole Rehab Rates - Increase 5% each year to

Unit

Rate

4' Bench - prep & rehab	EA	\$ 3,500.00
5' Bench - prep & rehab	EA	\$ 4,000.00
6' Bench - prep & rehab	EA	\$ 4,500.00
4' Dia Manhole Rehab Service - Prep & Rehab	VF	\$ 550.00
5' Dia Manhole Rehab Service - Prep & Rehab	VF	\$ 600.00
4' Manhole Fiberglass Liner - Prep & Rehab	VF	\$ 1,700.00
5' Manhole Fiberglass Liner - Prep & Rehab	VF	\$ 1,900.00
6' Manhole Fiberglass Liner - Prep & Rehab	VF	\$ 2,100.00
Coating of Wet Well	SF	\$ 65.00
Removal of Failed Liner in Manhole	EA	\$ 2,000.00
Infiltration Control	GAL	\$ 135.00
Adhesion Pull Test - Each Doll	EA	\$ 1,200.00
24" Frame & Cover (excludes cost of cover)	EA	\$ 3,250.00
36" Frame & Cover (excludes cost of cover)	EA	\$ 3,950.00

CITY OF BUENA PARK

Department of Public Works

Addendum No. 1 ON-CALL EMERGENCY SEWER REPAIR SERVICES

Note the following notes/changes:

Bond Requirements

- The selected Contractor will be required to provide the proof of ability to obtain payment and performance bonds for each Work Order up to 100% of the maximum Contract of \$300,000, as further specified in the Contract Documents.
 - Payment and Performance Bonds. For Work that will cost more than \$25,000 on public works projects, the City will request in the task order that the Contractor post payment and performance bonds. The cost for the payment and performance bonds must be included as a separate line item in any quote submitted by the Contractor.

By: 

Mina Mikhael, P.E.

Director of Public Works/City Engineer

I (We) the undersigned hereby acknowledge that I (We) have received Addendum No. 1 as issued on Monday, March 3, 2025, and that all changes, additions, deletions, clarifications and corrections specified herein have been incorporated into my bid.

**THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONTRACTOR AND
RETURNED WITH THE PROPOSAL.**

3-3-25
Date:

 PRESIDENT
Contractor/Title

BID QUESTIONNAIRE

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Weekly

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year: 81

Previous year: 81

Year prior to previous year: 82

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one occasion during that last five years in which your firm was required to pay either back wages or penalties for own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of the back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of the back wages you were required to pay along with the amount of any penalty paid.

9. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor's violation at the time they occurred.

☐ Yes ☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Ayala Engineering Inc
Street 8482 E. Meadowridge Street
City Anaheim State CA Zip 92808

Industry description (e.g., Manufacture of motor truck trailers)

Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

6 3 0 8

Employment Information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 12

Total hours worked by all employees last year 37,740.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] President
Company executive Title

Phone 714-823-7179 Date 12/31/2024

Reset

OSHA's Form 300 (Rev. 04/2004) **Log of Work-Related Injuries and Illnesses**

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free [Adobe PDF Reader](#). In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 24
 U.S. Department of Labor
 Occupational Safety and Health Administration

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name Ayala Engineering Inc.

City Anaheim State CA

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome:

Step 4.

Enter the number of days the injured or ill worker was:

Step 5.

Select one column.

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Hitter)	(D) Date of injury or onset of illness (e.g., 2/1/04)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from scratch by the forklift)
<input type="button" value="Reset"/>			<u>1</u> month <u>1</u> day		
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Remained at Work				Days away from work (K)	On job transfer or restriction (L)	Select one column					
Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)			(1)	(2)	(3)	(4)	(5)	(6)
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For the purpose of this form, "Person" and "worker" is intended to be generic. A worker's specific response, including name, to record the information, records and reports the data required and complete and review this direction of information. For some cases, it may be required to report on the injury, illness, or death of a worker who is not a direct employee of the company, such as a contractor or subcontractor. If you have any questions about this, call your nearest OSHA office for help. OSHA's Office of Strategic Analysis, Room N-544, 2000 M Street, NW, Washington, DC 20036. Do not send the completed form to OSHA.

Add a Form Page

Page totals

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Be sure to transfer these totals to the Summary page (Form 300-A) before you post it.

OSHA's Form 300 (Rev. 04/2004) Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#). In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 **23**



U.S. Department of Labor
Occupational Safety and Health Administration

Form 300-OSHA 309 (12/15/04)

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you are not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name

Ayala Engineering Inc

City Anaheim

State CA

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome:

Step 4.

Enter the number of days the injured or ill worker was

Step 5.

Select one column:

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 7/1/04)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from a electric fire)	Remained at Work				Away from work		Illness							
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Select one column: (1) Skin disorder (2) Respiratory condition (3) Poisoning (4) Fracture (5) Hearing loss (6) All other illnesses							
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Public release of this data for the collection of statistics is not intended. The purpose of this form is to provide information to employers and employees for the purpose of preventing and reducing the number of occupational injuries and illnesses. This information is not to be used for any other purpose. The information on this form is not to be used for any other purpose. The information on this form is not to be used for any other purpose. The information on this form is not to be used for any other purpose.

Add a Form Page

Page totals

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Be sure to transfer these totals to the Summary page (Form 300-A) before you post it.

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OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
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Year 20 23



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of ... (M)	
(1) Injuries <u>0</u>	(4) Poisonings <u>0</u>
(2) Skin disorders <u>0</u>	(5) Hearing loss <u>0</u>
(3) Respiratory conditions <u>0</u>	(6) All other illnesses <u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Ayala Engineering Inc

Street 8482 E. Meadowridge Street

City Anaheim State CA Zip 92808

Industry description (e.g., *Manufacture of motor truck trailers*)

Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

6308

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 17

Total hours worked by all employees last year 39,640

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive President

Title President

Phone 714-823-7179

Date 12/31/2023

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 **22**

U.S. Department of Labor
Occupational Safety and Health Administration



Please Record:

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- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name **Ayala Engineering Inc**

City **Anaheim** State **CA**

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome.

Step 4.

Enter the number of days the injured or ill worker was:

Step 5.

Select one column:

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 7/1/00)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Saw and degree, burns on right forearm from contact with hot oil)	Remained at Work				Away from work (K)	On job transfer or restriction (L)	(M) Select one column:					
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)			(1) Total	(2) Skin damage	(3) Respiratory condition	(4) Extremity	(5) Hearing loss	(6) Other
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OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#).

Year 20 22



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)	
(1) Injuries	<u>0</u>
(2) Skin disorders	<u>0</u>
(3) Respiratory conditions	<u>0</u>
(4) Poisonings	<u>0</u>
(5) Hearing loss	<u>0</u>
(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Ayala Engineering Inc

Street 8482 E. Meadowridge Street

City Anaheim State CA Zip 92808

Industry description (e.g., *Manufacture of motor truck trailers*)

Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

6 3 0 8

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 15

Total hours worked by all employees last year 38,565

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive President
Title
Phone 714-823-7179 Date 12/31/2022

Reset

Ayala Engineering Inc.

LICENSE #959385

DIR#1000005012

Key Staff Members

Ricardo Ayala: President

Ricardo has worked in sewer wastewater rehabilitation industry for thirty-one years, he began his career in the manhole rehabilitation field in 1990 with an engineering contractor. He started as a laborer, moved up to Foreman, then Superintendent, and Operations Manager. After the Northridge Earthquake in 1996 the company moved into trenchless rehabilitation and CCTV of damaged sewer mains as well as structure rehabilitation. With that Ricardo was required to complete projects throughout California, Arizona, and Nevada with various forms of trenchless technologies. In 2011 Ayala Engineering Inc. was formed where we specialize in sewer structure rehabilitation with a number of different technologies as well as CCTV and Vector Service. Ricardo is actively involved in the day to day operations along with project survey, project take-offs, coordination, along with volunteering at The Laborers Apprenticeship Program. Ricardo is also actively involved in research and implementation of new technologies in the rehabilitation of sewer structures.

1. Confined Space Trained
2. Rescue/Fall Protection Certified
3. CPR First-Aid Trained
4. Traffic Lane Closure Certified
5. NASSCO Manhole Rehabilitation Certified
6. NASSCO MACP Certified
7. NASSCO PACP Certified
8. Epoxy Lining Certified
9. Cured in Place Manhole Lining Certified
10. Rigid Polyurethane Lining Certified
11. PVC Lining Certified
12. Mortar Lining Certified
13. Chemical Grout Injection Certified
14. Mechanical Internal Seal Certified

James McPherson: Project Manager

James has been in the Underground Industry Project Management for four years, James has worked directly with project owners, general contractors, and subcontractors to ensure everyone is on the same page. James' primary focus has been in The Public Works Industry coordinating sewer and water replacement projects, installation of structural liners, and rehabilitation of underground structures. Since joining Ayala Engineering James has been very active in project takeoffs, submittals, schedules, RFI's, and invoicing. James is proficient in Bluebeam Revu, ProCore, as well as Microsoft Office, Excel, Outlook, Word, PowerPoint, Access and Project. James works well with the field crews to get projects completed safely and on time.

1. California State University Long Beach
2019 Bachelor of Science in Business Administration
2. El Camino College
2017 Associate of Science Economics
Associate of Science Business Administration
Associate of Arts Social Science
3. Confined Space Trained
4. Safety-Rescue Trained.
5. OSHA 30 Certified
6. NASSCO, MACP, PACP Certified
7. CPR First-Aid Trained
8. Construction Safety Trained

Jeff Ayala: Superintendent

Jeff has worked in the inspection and rehabilitation of wastewater structures for over twenty seven years. Jeff began his career as a Laborer and also worked his way to become a Foreman and now Superintendent. Jeff was formerly employed by a Trenchless Technology Company where he was involved in CCTV Inspection of sewer structures from 2012-2016. Prior to that, Jeff was employed at an engineering company where he was involved in CCTV Inspection and Rehabilitation of sewer structures and pipelines throughout California, Arizona, and Nevada from 1994-2012. Jeff is currently employed by Ayala Engineering where he is in charge of project set up, coordination, staffing, and specializes in project logistics. Jeff is well versed in all aspects of Trenchless Rehabilitation methods and project coordination from inception to close-out. Jeff specializes in the following:

1. Confined Space Trained
2. Rescue/Fall Protection Certified
3. CPR First-Aid Trained
4. OSHA 30 Hour
5. Traffic Control Lane Closure Certified
6. Epoxy Lining/CAC Certified
7. CIPLM Certified
8. Scaffold Inspection Certified
9. NASSCO PACP Certified / NASSCO MACP Certified

Kyle Bahensky: Foreman

Kyle has worked in the inspection and rehabilitation of wastewater structures for six years. Kyle began his career as a Laborer's Apprentice and has worked his way up to Foreman. Kyle is very knowledgeable in all the latest technologies involved in manhole inspection as well as structure rehabilitation. Kyle has welcomed all challenges involved with Trenchless Technologies. Kyle is NASSCO MACP and NASSCO Manhole Rehabilitation Certified and is mechanically inclined which benefits project productivity.

1. Confined Space Trained
2. Rescue/Fall Protection Certified
3. CPR First-Aid Trained
4. OSHA 30 Hour
5. Traffic Control Lane Closure Certified
6. CIPML Certified
7. NASSCO Manhole Rehabilitation Certified
8. NASSCO MACP Certified / NASSCO PACP Certified

ATTACHMENT #1

AYALA ENGINEERING INC. Lic: #959385"A"

Project Reference List

<u>YEARS OF PERFORMANCE</u>	<u>OWNER</u>	<u>PROJECT NAME</u>	<u>SCOPE</u>	<u>CONTACT</u>	<u>PHONE NUMBER</u>	<u>EMAIL</u>
June 2023 - July 2024	City of Buena Park	On-Call Maintenance Contract	Epoxy Protective Lining Systems & CIPLM of 60+ MHs (annually)	Frank Moore	714-562-3702	Fmoore@buenapark.com
June 2023 - July 2024	Moulton Niguel Water District	On-Call Maintenance Contract	Protective Lining Systems 100+ MHs (annually)	Steve Merk	949-425-3538	Smerk@mnwd.com
June 2021 - Present	Orange County Sanitation District	Orange Western Trunk Sewer Rehab	Subcontractor to Steve P. Rados. Installation of 75+ CIPLM Bags & 75+ F&C Replacement, and Liner Spot Repairs	Dickie Fernandez	714-593-7523	Bfernandez@ocsd.com
Jan 2020 - Present	City of Oceanside	On-Call Maintenance Contract	Application of Epoxy Protective Lining Systems & Spraywall Sprayroq	Jeremy Kemp	760-435-5842	jkemp@ci.oceanside.ca.us
June 2023 - July 2024	Orange County Sanitation District	On-Call Manhole Rehab Contract	On-going use of Protective Lining Systems & CIPLM est: 150+ MHs (annually)	Dickie Fernandez	714-593-7523	Bfernandez@ocsd.com
June 2023 - July 2024	Orange County Sanitation District	On-Call F&C Contract	Remove and Replacement of F&Cs 150+ MHs (annually)	Dickie Fernandez	714-593-7523	Bfernandez@ocsd.com
Jul-23	City of Buena Park	Stanton/Page St Sewer Rehab	Sauereisen Protective Lining Systems to 5 Manholes	Frank Moore	714-562-3702	Fmoore@buenapark.com
Jun-23	City of Buena Park	Bremer/Melrose Sewer Rehab	Sauereisen Protective Lining Systems to 5 Manholes	Frank Moore	714-562-3702	Fmoore@buenapark.com
July 2022 - Aug 2022	City of Buena Park	Knott Ave & Orangethorpe Point Repair	Remove and Replace 35 LF of 8" VCP	Cesar Ortiz	714-562-3689	Cortiz@buenapark.com
March 2022 - July 2022	City of Buena Park	FY21-22 Sewer Manhole Improvements	Frame & Cover/Protective Lining Systems & Hydraulic Plug est: 50+ MHs	Frank Moore	714-562-3702	Fmoore@buenapark.com
June 2023 - July 2024	Huntington Beach	On-Call Maintenance Contract	On-going use of Epoxy Protective Lining Systems & Hydraulic Plug est: 40+ MHs per year	Rick Lemus	714-907-6841	Elemus@surfcity-hb.org
June 2021 - Aug 2022	City of Oxnard	Central Trunk Sewer Rehab	Replace F&C and MH Rehab of 100+ MHs	Ray Trevino	805-797-6765	ray.trevino@oxnard.org

Ayala Engineering Inc.

LICENSE #959385

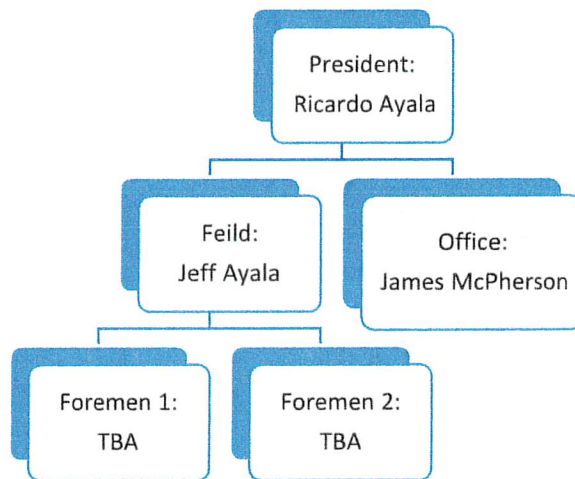
1295 S. East End Ave.
Pomona, CA 91766

DIR#1000005012

Signatory to The Laborers

AYALA ENGINEERING KEY PERSONAL

Resolution Ladder



Key Staff Member's Contact Information

Ricardo Ayala

- President
- Cell: (714)823-7179
- Email: Ricardo@ayalaengineering.com

James
McPherson

- Project Manager
- Cell: (310)406-4257
- Email: James@ayalaengineering.com

Jeff Ayala

- Super Intendent
- Cell: (714)585-5302
- Email: Jeff@ayalaengineering.com

160 Gamma Drive
Pittsburgh, PA 15238
Tele: 856/616-8222
Fax: 856/616-8228
www.sauereisen.com

SAUEREISEN



October 27, 2021

Letter of Certification

Ref: Sauereisen Contractor Certification

This letter certifies that:

Ayala Engineering

has been trained in the use and application of Sauereisen Resurfacing Compound F-121, Sauereisen RestoKrete Filler Compound 209, Sauereisen SewerGard 210X, Sauereisen SewerGard 210XHB and Sauereisen SewerGard 210T. The SewerGard 210 System is a corrosion resistant lining system designed for the protection of concrete infrastructure in wastewater collection and treatment environments. There are numerous application methods for applying the SewerGard 210 System including airless-spray application (210X), plural-component spray application (210XHB) and trowel application (210T).

Ayala Engineering, having completed the Sauereisen Contractor Certification Training Program for the above referenced system is therefore authorized to apply the Sauereisen SewerGard 210 system on new construction and rehabilitation projects.

It is further confirmed that the following Ayala Engineering personnel completed the annual Certified Training Program:

Ricardo Ayala
Jeff Ayala
Edgar Arechiga

Jesus Arechiga
Eliel Banderas
Marco Banderas

Kyle Bahensky
Chris Mendez
David Segura

If there are any questions regarding this matter please direct them to my attention.

Sincerely,

David E. Snider
Western Regional Manager

160 Gamma Drive
Pittsburgh, PA 15238
Tele: 412.963.0303
Fax: 412.963.7620
Email: desnider@sauereisen.com
www.sauereisen.com



June 21, 2022

RE: Ayala Engineering

To Whom It May Concern,

Ayala Engineering is a trained and certified applicator of Sauereisen products. This includes preparation, installation, and quality control testing of the finished product. Quality control testing includes **high voltage spark testing, per ASTM and NACE Standards.**

If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "David E. Snider".

Western Regional Manager
Sauereisen, Inc.



State of California
Department of
Industrial Relations

[eCPR Public Search](#)[Log in](#)[Public Works Support](#)[Contractors](#)[Projects](#)[Register](#)

[Home](#) > [Customer Account Lookup](#) > [Ayala Engineering](#)


Ayala Engineering

Customer Account Lookup

Name

Ayala Engineering

Customer Account

 Ayala Engineering

Type

Contractor

Website

(empty)



President

Ricardo Ayala

PWCR

1000005012

Registration Start Date

2024-07-01

Registration End Date

2027-06-30

Doing Business As (DBA)

CONSTRUCTION

Crafts

LABORER

Legacy Registration Date

2016-06-30

Legacy Registration Expiration

2024-06-30

Related Lists

Historical Registration Dates ①

[Terms & Conditions](#)

[Privacy Policy](#)

[Disclaimer](#)

[Nondiscrimination Notice](#)

[Accessibility](#)

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Email

ricardo@ayalaengineering.com

Address 1

8482 E. MEADOWRIDGE ST.

Address_2

City

ANAHEIM

State

CA

Zip

92808

Contractor Status

DIR Approved

CSLB

Legal Name

AYALA ENGINEERING

Business Structure

-- None --

Business Phone

714-823-7179

Registration Number



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 959385

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law ([B&P 7174.6](#)). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/11/2025 2:32:27 PM

AYALA ENGINEERING INC

8482 E MEADOWRIDGE ST
ANAHEIM, CA 92808

Business Phone Number: (714) 823-7179

Entity Corporation

Issue Date 03/29/2011

Reissue Date 08/31/2018

Expire Date **08/31/2026**

License Status

This license is current and active.

All information below should be reviewed.

License Details

A - GENERAL ENGINEERING

Contractor's Bond

Contractor's Bond

This license filed a Contractor's Bond with [OHIO CASUALTY INSURANCE COMPANY \(THE\)](#).

Bond Number: D10564C

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual RICARDO MARTIN AYALA certified that he/she owns 10 percent or more of the voting stock membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 08/31/2018

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

ON-CALL EMERGENCY SEWER REPAIR SERVICES

PROJECT NO. N/A
BID NO. N/A
APRIL, 2025

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

A handwritten signature in blue ink, appearing to read "Deepthi Arabolu".

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 75742

Approved by:

A handwritten signature in blue ink, appearing to read "Mina Mikhael".

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

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CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR ON-CALL EMERGENCY SEWER REPAIR SERVICES “Project”

Project Number: N/A
Bid Number: N/A

This CONTRACT (“Contract”) is made and entered this 8th day of April, 2025 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and Big Ben Engineering, a California Corporation (“Contractor”). Contractor’s California State Contractor’s license number is 774444. The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

- A. This Contract;
- B. The Request for Proposals (RFP) for On-Call Emergency Sewer Services issued by the City of Buena Park, dated February 20th, 2025;
- C. The Contractor’s Bid Proposal for the City of Buena Park On-Call Emergency Sewer Repair Services, dated March 12th, 2025, (including documentation accompanying the Bid and any post-Bid documentation.
- D. Any “Notice to Proceed” issued by the City to Contractor under the terms of this Contract;
- E. The Contractor’s Payment and Performance Bonds for any scope of work that is described in a Notice to Proceed issued by the City with a value in excess of \$25,000;
- F. The City of Buena Park’s Special Provisions for Public Works Projects, Latest Edition;
- G. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
- H. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services.

(A) At any time during the term of this Agreement, the City may issue to Contractor a “Request for Emergency Work Proposals” setting forth the on-call services needed by the City (“Request for Work”) and requesting that Contractor provide a written bid to the City in the form attached hereto was Exhibit “A” setting forth Contractor’s not-to-exceed bid to perform the services described in the City’s Request for Work (“Letter Proposal”). Contractor shall provide a Letter Proposal to the City not later than 5 days following receipt of a Request for Work from the City.

(B) Within 5 days following receipt of a Letter Proposal from Contractor, the City may accept the Letter Proposal by issuing Contractor a "Notice to Proceed" which shall authorize Contractor to perform the services described in the Request for Work for the Compensation set forth in the Letter Proposal. Nothing in this Contract requires the City to accept any Letter Proposal from Contractor, issue any Notice to Proceed to Contractor, to pay Contractor any Compensation or consideration of any kind except as indicated in at Notice to Proceed issued by the City.

(C) Contractor shall provide and perform the on-call emergency sewer repair services that are set forth in any Notice to Proceed issued under this Contract (collectively, the "Services"), all to CITY's reasonable satisfaction. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the Contractor shall provide the Services under the direction of the Designated Official (or his/her designee). The Contractor shall commence performance of the Services upon receipt of a written Notice to Proceed from the Designated Official authorizing the Contractor to proceed, and only to the extent of such authorization or task order. The City may, from time to time, request changes in the scope of services of the Contractor to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. Compensation. The Contractor shall perform the Services described in each Notice to Proceed at the direction of the City, and City shall pay Contractor in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in the Notice to Proceed issued by the City for each scope of Services. The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the Contractor is entitled to receive pursuant to this Agreement shall equal to the total value of Notices to Proceed for Services approved by the City under this Contract. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties.

4. Term of Contract: The term of this agreement shall commence on **April 8, 2025** and shall remain in full force and effect until **April 8, 2027**. The Contractor agrees to complete the work to City's satisfaction within the amount of working days agreed upon for each task order. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

- a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
- b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
- c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.
6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies

providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.
10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."
12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*
13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.
14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.
16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.
18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here.

Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnification.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part

to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract

may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF THE PROJECT

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of

Dollars (\$ _____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF THE PROJECT

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

The insureds under such policy or policies are:

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____
(name and title)

For: _____
(Bidder)

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| General Liability Endorsement | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)



SPECIAL PROVISIONS

CITY OF BUENA PARK

Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards)** shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the **Caltrans Standards** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1: SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated per the on-call services.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter (\$250 for application) and provide an \$800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

1. Labor..... 20%
2. Materials.....15%
3. Equipment Rental.....15%
4. Other Items and Expenditures..... 15%

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

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for

on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	(714) 562-3940
ORANGE COUNTY FIRE AUTHORITY	(714) 527-3955
PARK DISPOSAL	(714) 522-3577
AMERICAN MEDICAL RESPONSE	(714) 808-2288
BUENA PARKSCHOOL DISTRICT	(714) 522-8412
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	(714) 530-6060

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work, vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file

post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Constructions Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. 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 by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No. CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030)

and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contactor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

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 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 Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees, certificates, and warranties;
3. All "as-builts";
4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and
5. Electronic and hard copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and

other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before

producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et. seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with 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 currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to

persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer. The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating "Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor's operations shall be replaced at the Contractor's expense.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor's agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order 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 in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blue-line drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining utility service during construction, including proposed by-passes.
- 8) NPDES/BMP requirements.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The

Contractor shall provide a two (2) week “look ahead” schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within the amount of working days agreed upon for each task order. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A “Preliminary Notice to Proceed” will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within amount of working days agreed upon after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of

work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City.

Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on each task order shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter.

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly

to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

- a. 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 pertains 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 mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.
- b. 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 and to Public Contract Code Section 20104 *et seq.* (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. 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.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City

shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and

are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be $\frac{3}{4}$ " (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan 105 and as shown on the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown on the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (CRACK SEALING)

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

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

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat-tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR- TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor's operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

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 a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND (\$1,000) DOLLARS A DAY.**

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6" x 6" concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand.....(24%).....458 lbs.
- 3/8" (1 cm) Aggregate.....(35%)..... 667 lbs.
- 1/2" (1.5 cm) Aggregate..... (12%)..... 229 lbs.
- 3/4" (2 cm) Aggregate.....(29%)..... 553 lbs
- Asphalt viscosity grade **PG 70-10**..... (4.9%).....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 1/2" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 1/2" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2-axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. "SIDEWALK CLOSED AHEAD" signs shall be posted per the Engineer's direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0") lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3'x4' (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 ASBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.

- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.
- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.
- Designated full time certified project supervisors resume.
- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.
- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.
2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.
2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).
4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.
5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.
6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or too large.
3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.
4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)
5. Pipe quality shall be verified through testing per ASTM F 1504 and F 1057 heat reversion test shall be performed on each test sample.
6. All costs for testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by either method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities

A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping

Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a sewer spill.

3. Air testing of the installed Liner.

After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.
2. **Manufacturers Material Certification, Submittal:**
 - a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.
 - b. Copy from the liner material manufacturer's certifying that the formulation of the liner has not changed since the lining material was

tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.
4. **Product Manufacturer, Submittal:** Copy of the manufacturer's literature, material data sheets, and installation procedures.
5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.
6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.
7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.
8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow

line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.

Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half (1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: "a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight."

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer's brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.



Big Ben Engineering

General Contracting / Development / Project Management

March 12, 2025

**City of Buena Park
Attn: Mr. Jaden Miller, P.E.
6650 Beach Blvd.
Buena Park, CA 90621**

PROJECT: On-Call Emergency Sewer Repair Services

Dear Mr. Miller,

Big Ben Engineering Inc. is pleased to submit this proposal in response to the On-Call Emergency Sewer Repair Services project. Our proposal is based on a thorough understanding of the City's requirements and the scope of work involved.

With a proven track record of successful projects in Southern California and extensive experience working with public entities, Big Ben Engineering is well-equipped to meet the City's needs. We currently partner with several cities to address their emergency sewer and water needs. Our main staging yard in the City of Orange allows us to respond to emergencies promptly and efficiently. Additionally, our team possesses in-depth knowledge of all aspects of sewer repair and installation. We are confident that we would be a valuable asset in assisting the City with any emergency situations.

Thank you for the opportunity to submit our proposal. We look forward to the possibility of continuing our work with you and the City of Buena Park. Please do not hesitate to contact me if you have any questions.

Sincerely,

Sep Sharifi

CEO

Personnel Qualifications

Key personnel for this project will included the following:

Sep Sharifi (CEO): Over 20 years' experience in pipeline and public works construction

Art Dominguez (Superintendent): 30+ years' experience in all wet underground utilities.

Sergio Avina (Forman): 25+ years' experience in all wet underground utilities.

Cesar Garcia (Forman): 30+ years' experience in all wet underground utilities.

BID QUESTIONNAIRE

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Weekly

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year: 1.08
Previous year: 1.12
Year prior to previous year: 1.22

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one occasion during that last five years in which your firm was required to pay either back wages or penalties for own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of the back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of the back wages you were required to pay along with the amount of any penalty paid.

9. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor's violation at the time they occurred.

☐ Yes ☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

Big Ben Engineering RECENT SEWER Work Reference

Project Name / Address	Contact Person	Owner	SCOPE of WORK	Total Contract Amount	Completion
Taft Branch Improvements (Orange, cA)	Dickie Fernandez 949-966-8541	Orange County Sanitation District	11,000 LF of 18" and 21" VCP Sewer Main and Street Improvements	\$ 20,549,487.00	05/26
Palm Avenue Infrastructure	Lucilla Martinez 562-567-9527	City of Whittier	6,000 of Sewer Main 6,100 Water Main Complete Street Rehab	\$ 8,300,000.00	01/25
Edinger Ave. Sewer Improvements	John Dettle 714-536-5509	City of Huntington Beach	2,500' of 12" and 15" VCP Sewer Replacement. Extensive Dewatering	\$ 4,367,000.00	11/24
Emergency Sewer Replacement	Luanne Bean 951-377-1566	City of Compton	Remove and Replace 2,600' of 8" PVC Sewer Main	\$ 1,400,000.00	04/24
Annual Sewer Replacement Project	Sal Munoz 714-453-7928	City of Orange	6,100 LF of 8" VCP; 1,200 LF of 18" VCP Sewer Main Replacement 1,000 LF of 24" RCP Storm Drain	\$ 3,100,000.00	10/23
Willard Neighborhood Improvements	Ed Torres 714-719-0013	City of Santa Ana	3,000 PVC Watermain, 3,000 VCP Sewer Main, 100 Water services and Street Improvements	\$ 3,200,000.00	08/23
Lincoln Ave. Water and Sewer Improvements	Robert Aguirre 714-647-5051	City of Santa Ana	2,000 LF of new Sewer and Water Main and Street Improvements Install Contech CDS Unit	\$ 1,500,000.00	12/22
Valley Blvd. Sewer Improvements	Chris Marquardt 760-201-3479	City of Alhambra	2000' of 50" VCP Sewer Main 15' - 21' Deep	\$ 2,500,000.00	10/21
Annual Sewer Replacement Project	Kevin Yamakawa 714-744-5553	City of Orange	3300' New VCP Sewer Main	\$ 1,100,000.00	10/21

Glenwood-Baker Sewer Upgrade	Mike Ortiz 714-615-0892	City of Santa Ana	1500' of 10" PVC Sewer Main 10' - 12' Deep	\$ 900,000.00	06/21
Commonwealth Ave. Improvements	Jose Medina 714-738-6863	City of Fullerton	2500' of 10" VCP Sewer 10' - 12' Deep	\$ 4,500,000.00	04/21
North Hills Water & Street Replacement Project	Chris Baca 310-502-6335	City of Brea	1000' of 12" VCP Sewer 15' - 19' Deep	\$ 5,200,000.00	05/21
Walnut Ave. Street Improvements	Youichi Nakagawa 714-744-5572	City of Orange	2000' of 18" VCP Sewer 9' - 12' Deep	\$ 1,700,000.00	10/20
Sewer Main Repair Project	Anthony Reynoso 714-412-1116	City of Fullerton	Various Sewer Repair Projects Manhole 22' Deep	\$ 250,000.00	Ongoing

Big Ben Engineering Emergency and MSA Contracts

OWNER	Contact Person	SCOPE
City of Fullerton	Andrew Grajeda 714-412-1150	Water
City of Fullerton	Tony Reynosa 714-412-1116	Sewer
City of Glendora	Jason Forsberg 626-733-6507	Water
Yorba Linda Water District	Danielle Logsdon 714-981-0196	Water/Sewer
City of Santa Ana	Kathia Reyes 714-647-3319	Water/Sewer/Storm Drain
City of La Palma	Jake Chavira 714-690-3313	Water
Golden State Water	Ryan Lee 909-305-5428	Water
City of Anaheim	Jake Hester 714-713-2975	Water/Sewer
City of Sierra Madre	Steven McGee 626-833-4414	Water/Sewer
City of Buena Park	Mina Mikhael 714-562-3672	Water

Big Ben Engineering, Inc.

4790 Irvine Blvd. #105-404
Irvine, CA 92620

**Labor and Equipment Rate Sheet
(BIG BEN 2025)**

Base Labor	Standard Time (per hour)	*Overtime multiplier shall be applied to hourly rates only	
		Overtime (per hour)	Double Time (per hour)
Superintendent/Foreman	\$ 135.00	\$ 202.50	\$ 270.00
Operator	\$ 135.00	\$ 202.50	\$ 270.00
Pipe layer	\$ 105.00	\$ 157.50	\$ 210.00
Laborer	\$ 103.00	\$ 154.50	\$ 206.00

Base Equipment (Owned) Per Hour			
A/C Grinder w/ Broom	\$ 125.00		
Arrow board	\$ 15.00		
Blade	\$ 500.00		
Cement Mixer	\$ 10.00		
Compaction Testing	\$ 125.00		
Compactor	\$ 7.00		
Compressor	\$ 20.00		
Concrete/Asphalt Saw	\$ 15.00		
Concrete Finisher	\$ 100.00		
Dump Truck	\$ 110.00		
Excavator (140 – 270 Net HP)	\$ 130.00		
Excavator (80 – 125 Net HP)	\$ 75.00		
Hydraulic Breaker, Backhoe	\$ 30.00		
Jackhammer	\$ 20.00		
Loader Backhoe (70 – 99 Net HP)	\$ 70.00		
Loader Backhoe (100 – 129 Net HP)	\$ 60.00		
Pneumatic Tools	\$ 10.00		
Power Broom	\$ 25.00		
Saw Truck	\$ 150.00		
Dump Truck (Super 10)	\$ 125.00		
Skid Steer Loader	\$ 35.00		
Skip Loader	\$ 45.00		
Street Sweeper	\$ 175.00		
Test Pump	\$ 30.00		
Trench Plates	\$ 175.00		
Tool/Service Truck	\$ 35.00		
Vacuum Truck	\$ 550.00		
Vibra Plate	\$ 10.00		
Whacker Walk Behind Roller	\$ 20.00		
Wheel Loader (2 – 3 yards)	\$ 50.00		
Water Pump	\$ 5.00		
Water Truck	\$ 40.00		
Zipper (asphalt trencher)	\$ 40.00		

Company Name	Big Ben Engineering
Name	Sep Sharifi
Title	President
Date	01/01/2025

*** Rates for 2025 Only (Rates subject to increase for each year after.)



April 10, 2023

Golden State Water Company
160 E. Via Verde, Suite 100
San Dimas, California 91773

Re: Big Ben Inc. – Bondability

Dear Sirs:

It is with pleasure that we express our confidence in Big Ben Inc. We consider Big Ben Inc. to be properly equipped, capably staffed, and well financed. It has been our privilege to write the surety needs of Big Ben Inc.

At this time, we have a day to day bond line in place of \$15,000,000 single job and \$30,000,000 aggregate. These are not maximum limits; we anticipate we could approve larger bonds if requested. Of course, final determination will depend on our approval of the actual contract documents as well as Big Ben Inc. continuing to satisfy underwriting requirements. We consider them to be an excellent contractor and recommend them highly.

Markel Insurance Company is rated A (Excellent) by AM Best Company and we are on the US Department of Treasury's list of approved sureties for federal work (T-List).

Any arrangement for bonds required by contract is a matter between Markel Insurance Company and our contract client Big Ben Inc., and we assume no liability to you or third parties, if for any reason we do not execute final bonds.

Thank you and please feel free to contact me if I may be of assistance to you.

Regards,

A handwritten signature in blue ink, appearing to read "Adriana Valenzuela", with a long, flowing horizontal line extending to the right.

Adriana Valenzuela, Attorney-In-Fact

Markel Insurance Company

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

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

Fifty Million and 00/100 Dollars (\$50,000,000.00)

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January, 2023.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

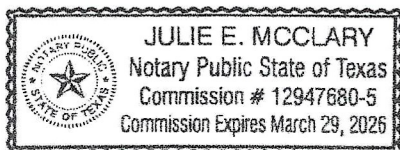
By:

Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:

Julie McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 10th day of April, 2023.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE No 07500
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Markel Insurance Company

of Deerfield, Illinois, organized under the
laws of Illinois, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous,

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 16th
day of January, 2002, I have hereunto
set my hand and caused my official seal to be affixed this
16th day of January, 2002.



By

Harry W. Low
Insurance Commissioner

Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino

SS.

On APR 10 2023

before me,

Rebecca Elizabeth Adcock, Notary Public

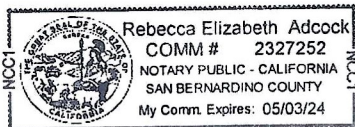
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Adriana Valenzuela

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons 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: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Issued: Monday, March 3, 2025

CITY OF BUENA PARK

Department of Public Works

Addendum No. 1 ON-CALL EMERGENCY SEWER REPAIR SERVICES

Note the following notes/changes:

Bond Requirements

- The selected Contractor will be required to provide the proof of ability to obtain payment and performance bonds for each Work Order up to 100% of the maximum Contract of \$300,000, as further specified in the Contract Documents.
 - Payment and Performance Bonds. For Work that will cost more than \$25,000 on public works projects, the City will request in the task order that the Contractor post payment and performance bonds. The cost for the payment and performance bonds must be included as a separate line item in any quote submitted by the Contractor.

By: _____



Mina Mikhael, P.E.

Director of Public Works/City Engineer

I (We) the undersigned hereby acknowledge that I (We) have received Addendum No. 1 as issued on Monday, March 3, 2025, and that all changes, additions, deletions, clarifications and corrections specified herein have been incorporated into my bid.

**THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONTRACTOR AND
RETURNED WITH THE PROPOSAL.**

03/11/2025

Date: _____

Big Ben Engineering
Sep Sharifi (CEO)

Contractor/Title _____

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

ON-CALL EMERGENCY SEWER REPAIR SERVICES

PROJECT NO. N/A
BID NO. N/A
APRIL, 2025

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

A handwritten signature in blue ink, appearing to read "Deepthi Arabolu".

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 75742

Approved by:

A handwritten signature in blue ink, appearing to read "Mina Mikhael".

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

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CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR ON-CALL EMERGENCY SEWER REPAIR SERVICES “Project”

Project Number: N/A
Bid Number: N/A

This CONTRACT (“Contract”) is made and entered this 8th day of April, 2025 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and Mike Prlich and Sons, Inc., a California Corporation (“Contractor”). Contractor’s California State Contractor’s license number is 760474. The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

- A. This Contract;
- B. The Request for Proposals (RFP) for On-Call Emergency Sewer Services issued by the City of Buena Park, dated February 20th, 2025;
- C. The Contractor’s Bid Proposal for the City of Buena Park On-Call Emergency Sewer Repair Services, dated March 12th, 2025, (including documentation accompanying the Bid and any post-Bid documentation.
- D. Any “Notice to Proceed” issued by the City to Contractor under the terms of this Contract;
- E. The Contractor’s Payment and Performance Bonds for any scope of work that is described in a Notice to Proceed issued by the City with a value in excess of \$25,000;
- F. The City of Buena Park’s Special Provisions for Public Works Projects, Latest Edition;
- G. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
- H. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services.

(A) At any time during the term of this Agreement, the City may issue to Contractor a “Request for Emergency Work Proposals” setting forth the on-call services needed by the City (“Request for Work”) and requesting that Contractor provide a written bid to the City in the form attached hereto was Exhibit “A” setting forth Contractor’s not-to-exceed bid to perform the services described in the City’s Request for Work (“Letter Proposal”). Contractor shall provide a Letter Proposal to the City not later than 5 days following receipt of a Request for Work from the City.

(B) Within 5 days following receipt of a Letter Proposal from Contractor, the City may accept the Letter Proposal by issuing Contractor a "Notice to Proceed" which shall authorize Contractor to perform the services described in the Request for Work for the Compensation set forth in the Letter Proposal. Nothing in this Contract requires the City to accept any Letter Proposal from Contractor, issue any Notice to Proceed to Contractor, to pay Contractor any Compensation or consideration of any kind except as indicated in at Notice to Proceed issued by the City.

(C) Contractor shall provide and perform the on-call emergency sewer repair services that are set forth in any Notice to Proceed issued under this Contract (collectively, the "Services"), all to CITY's reasonable satisfaction. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the Contractor shall provide the Services under the direction of the Designated Official (or his/her designee). The Contractor shall commence performance of the Services upon receipt of a written Notice to Proceed from the Designated Official authorizing the Contractor to proceed, and only to the extent of such authorization or task order. The City may, from time to time, request changes in the scope of services of the Contractor to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. Compensation. The Contractor shall perform the Services described in each Notice to Proceed at the direction of the City, and City shall pay Contractor in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in the Notice to Proceed issued by the City for each scope of Services. The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the Contractor is entitled to receive pursuant to this Agreement shall equal to the total value of Notices to Proceed for Services approved by the City under this Contract. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties.

4. Term of Contract: The term of this agreement shall commence on **April 8, 2025** and shall remain in full force and effect until **April 8, 2027**. The Contractor agrees to complete the work to City's satisfaction within the amount of working days agreed upon for each task order. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

- a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
- b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
- c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.
6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies

providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.
10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."
12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*
13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.
14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.
16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.
18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here.

Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnification.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part

to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract

may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF THE PROJECT

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of

Dollars (\$ _____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF THE PROJECT

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

The insureds under such policy or policies are:

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____
(name and title)

For: _____
(Bidder)

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| General Liability Endorsement | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)



SPECIAL PROVISIONS

CITY OF BUENA PARK

Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards)** shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the **Caltrans Standards** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1: SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated per the on-call services.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter (\$250 for application) and provide an \$800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

1. Labor..... 20%
2. Materials.....15%
3. Equipment Rental.....15%
4. Other Items and Expenditures..... 15%

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

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for

on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	(714) 562-3940
ORANGE COUNTY FIRE AUTHORITY	(714) 527-3955
PARK DISPOSAL	(714) 522-3577
AMERICAN MEDICAL RESPONSE	(714) 808-2288
BUENA PARKSCHOOL DISTRICT	(714) 522-8412
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	(714) 530-6060

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work, vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file

post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Constructions Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. 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 by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No. CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030)

and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contactor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

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 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 Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees, certificates, and warranties;
3. All "as-builts";
4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and
5. Electronic and hard copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and

other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before

producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et. seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with 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 currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to

persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer. The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating "Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor's operations shall be replaced at the Contractor's expense.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor's agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order 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 in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blueline drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining utility service during construction, including proposed by-passes.
- 8) NPDES/BMP requirements.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The

Contractor shall provide a two (2) week “look ahead” schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within the amount of working days agreed upon for each task order. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A “Preliminary Notice to Proceed” will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within amount of working days agreed upon after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of

work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City.

Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on each task order shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter.

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly

to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

- a. 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 pertains 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 mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.
- b. 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 and to Public Contract Code Section 20104 *et seq.* (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. 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.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City

shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and

are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be $\frac{3}{4}$ " (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan 105 and as shown on the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown on the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (CRACK SEALING)

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

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

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat-tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR- TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor's operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

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 a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND (\$1,000) DOLLARS A DAY.**

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6" x 6" concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand.....(24%).....458 lbs.
- 3/8" (1 cm) Aggregate.....(35%)..... 667 lbs.
- 1/2" (1.5 cm) Aggregate..... (12%)..... 229 lbs.
- 3/4" (2 cm) Aggregate.....(29%)..... 553 lbs
- Asphalt viscosity grade **PG 70-10**..... (4.9%).....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 1/2" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 1/2" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2-axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. "SIDEWALK CLOSED AHEAD" signs shall be posted per the Engineer's direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0") lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3'x4' (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 ASBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.

- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.
- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.
- Designated full time certified project supervisors resume.
- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.
- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.
2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.
2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).
4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.
5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.
6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or too large.
3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.
4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)
5. Pipe quality shall be verified through testing per ASTM F 1504 and F 1057 heat reversion test shall be performed on each test sample.
6. All costs for testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by either method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities

A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping

Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a sewer spill.

3. Air testing of the installed Liner.

After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.
2. **Manufacturers Material Certification, Submittal:**
 - a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.
 - b. Copy from the liner material manufacturer's certifying that the formulation of the liner has not changed since the lining material was

tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.
4. **Product Manufacturer, Submittal:** Copy of the manufacturer's literature, material data sheets, and installation procedures.
5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.
6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.
7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.
8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow

line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.

Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half (1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: "a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight."

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer's brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.

**REQUEST FOR PROPOSAL (RFP)
FOR
ON-CALL EMERGENCY SEWER
REPAIR SERVICES**

SUBMITTAL DATE:

March 12, 2025

Mike Prlich and Sons, Inc.

5103 Elton Street

Baldwin Park, CA 91706

Tel: (626) 813-1700

Fax: (626) 813-1770



Mike Prlich and Sons, Inc.
5103 Elton Street
Baldwin Park, CA 91706
Tel: (626) 813-1700
Fax: (626) 813-1770

LETTER PROPOSAL

March 12, 2025

COVER LETTER

CONFIDENTIAL

City of Buena Park

Re: RFP – ON-CALL EMERGENCY SEWER REPAIR SERVICES

Dear Sirs/Madam,

Mike Prlich and Sons, Inc. (MPS) is a California corporation. MPS adheres to all federal laws and regulations and in the case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to. (MPS) will allow the City of Buena Park and all authorized government authority officials access to place of work, books, documents papers fiscal, payroll materials and other relevant records pertinent to this project upon request. All relevant records will be retained for a minimum of three year.

Likewise, (MPS) will not discriminate against any employee. Shall comply with the California Labor Code regarding prevailing wage, safety. MPS is registered with the Department of Industrial relations (DIR) as are all subcontractors who may be utilized to perform the scope of work per this bid.

Mike Prlich and Sons, Inc is submitting this bid as a “primary firm providing services with support from subcontractors. Per the following documentation (MPS) is providing a list of key personnel and acknowledges that any changes to the team members requires written approval from the City of Buena Park.

The following persons have authority to make representations for Mike Prlich and Sons, Inc.:

Michael A. Prlich	(213) 200-6246	map@mikeprlichandsons.com
Tom Vukojevic	(213) 813-1700	tomv@pipetec-inc.com
Lance Laven	(626) 826-9186	lance@mikeprlichandsons.com
John Milosevich	(213) 761-0504	NA
Rene Maldonado	(626) 213-8899	NA

Sincerely,



Michael A. Prlich
President
Mike Prlich and Sons, Inc.
CA License # 760474
DIR # 1000006538



Mike Prlich and Sons, Inc.
5103 Elton Street
Baldwin Park, CA 91706
Tel: (626) 813-1700
Fax: (626) 813-1770

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1. SCOPE OF WORK

MPS is a qualified company to provide emergency services for the City of Buena Park. Currently we are a preferred on-call contractor for emergency sewer repairs for the following agencies.

City of Los Angeles
South Coast Water District
Long Beach Utilities
LACSD
San Bernadino Municipal Water District
Culver City
City of Newport Beach
City of Santa Ana
City of Anaheim

Located in Baldwin Park, MPS is a third-generation company which specializes in addressing urgent sewer issues like backups, sinkholes, clogs, or burst pipes. We provide swift and reliable solutions to mitigate damage and restore functionality in a timely manner. Our company understands the urgency of sewer repairs and makes every effort to work with all agencies to keep projects moving forward. MPS maintains a current fleet of approximately 60 pieces of equipment including all shoring, bypasses, pumping, traffic control, dump trucks, steel plates, and construction equipment to tackle any size emergency. We are a one stop shop equipped to handle sewer emergencies with inhouse employees and equipment

Staffing- we have adequate staffing and depth to our company to provide 24 hour round the clock service. We maintain accounts with all local vendors to supply materials to expedite emergency repairs. All our accounts are in good standing. We have staff to comply with certified payroll and safety requirements. We are a union shop

Specialty equipment- we have 5 CCTV trucks and 4 each Hydro-Vactor Combo Trucks to assist with emergency work.

Field Personnel- we have approximately 50 field personnel on staff to assist with any sewer emergency including 8 foreman, 2 superintendents, 4 project managers, and 1 licensed engineer

2. CONTRACTOR REPRESENTATIVE

The following is the list of Contractor's representation in order of contact- each person can be contacted during non-working hours

1. John Milosevich Emergecy Work Coordinator
2. Lance Laven General Manager MPS
3. Tom Vukojevich Operations MPS
4. Michael Prlich President MPS

3. LOCAL STAFFING LIST

Michael A. Prlich is the experienced senior individual and director responsible for delivery of services. In addition, the following list of key project personnel employed Mike Prlich & Sons, Inc. are also capable of acting on the company's behalf

Following is a list of key personnel that may be assigned to the project:

1.	Mike Prlich	Owner/Superintendent	33 years
2.	Lance Laven	General Manager	22 years
3.	Phillip Wilson, P.E.	Project Manager	35 years
4.	Tom Vukojevic	Superintendent	20 years
5.	Vanraj Patel	Project Manager	10 years
6.	Javier Corona	Superintendent	34 years
7.	Rene Maldonado	Foreman	24 years
8.	Steven Newton	Foreman	20 years
9.	John Milosevich	Foreman	35 years
10.	Jesse Galvez	Foreman	12 years

RESUMES /PROJECT MANAGEMENT

Michael Prlich – President / Owner of Mike Prlich and Sons, Inc. (Est. 1998)

From 1985 to 1998, worked for Mike Prlich & Sons Partnership. Mr. Prlich holds a Bachelor of Arts degree in Economics ('89) University of California at Berkeley.

Lance Laven – Project Manager / Estimator responsible for project planning, technical submittals, project schedules, traffic control plan preparation, management of subcontractors and material suppliers, and direct communication and interaction with project Owners, Designers, and Inspectors. Lance has more than 18 years of experience in assisting with engineering design and construction involving underground utilities, water & wastewater transmission/treatment facilities, roadway rehabilitation, and reinforced concrete structures.

Mr. Laven joined the MPS, Inc. group in 2016.

B.S. Environmental Analysis and Design '2008, University California Irvine

Tom Vukojevic – Project Manager responsible for project planning, technical submittals, project schedules, traffic control plan preparation, management of subcontractors and material suppliers, and direct communication and interaction with project Owners, Designers, and Inspectors. Has more than 20 years of experience in the construction industry. Mr. Vukojevic became General Manager of Pipe Tec, Inc. in 2018.

Mr. Vukojevic joined MPS, Inc. in 2005.

Phillip Wilson, P.E. – Project Manager

Responsible for construction management, including Permit Processing, Design , Change Orders , plan clarification along with materials procurement and. Mr. Wilson has 35 years' experience as a Professional Civil Engineer working on design and construction of Street, Storm Water, and Sewer Projects.

Mike Prlich and Sons, Inc. 2022 - Present

B.S. in Civil Engineering, California State Polytechnic University, Pomona, '1989

Vanraj Patel – Project Manager / Field Supervisor

Project Planning, work plan creation, field management, subcontractor management, scheduling SWPP Planner, Safety Awareness and monitoring. Vanraj has more than 8 years of experience in mass excavation, underground utilities, shoring, finish grade, base asphalt paving.

M.S. in Civil Engineering, California State University, Los Angeles, 2016.

Steve Rados – 2021-2024

Mike Prlich and Sons, Inc. 2024 – Present.



SUPERINTENDENTS

Javier Corona – Superintendent-worked for T.L. Pavlich Construction Inc., Spinello Companies and Mladen Buntich for combined 30 years. Mr. Corona joined the MPS, Inc. group in 2016. Has completed various types of projects including waterlines, sewers, storm drains, grading, slip lining, etc. Has managed jobs for our following Clients: City of Los Angeles, Orange County Sanitation District, Los Angeles County Sanitation District, and City of Long Beach. Mr. Corona maintains his membership in the Operating Engineers Union.

FOREMAN

John Milosevich – Worked for Mike Prlich & Sons, Inc. for 27 years – 1998 to Present

Certified as a Qualified SWPPP Practitioner (QSP, #23263) and a Certified Erosion, Sediment and Storm Water Inspector (CSSWI, #3044).

- Falcon Construction (South Pasadena, CA) – Oct. 1982 – 1999: Operating Engineer / Foreman
- Colich Construction (Gardena, CA) 1979-1982: Operating Engineer

Steve Newton – Worked for Mike Prlich & Sons, Inc. for 21 years – 2003 to Present

- Operating Engineer/Foreman

Rene Maldonado – Worked for Mike Prlich & Sons, Inc. for 11 years – 2014 to Present

- MG Construction - 2000-2006 – Laborer/Pipe Layer
- DHSB, Inc. – 2006-2011 – Operating Engineer/Forman
- SND Construction, Inc. – 2011-2014 – Operating Engineer/Forman

Jesse Galvez – Worked for Mike Prlich & Sons, Inc. for 2 years – 2024 to Present

- Mladen Buntich Construction – 2003-2024 - Foreman

4. SUBCONTRACTORS

Subcontractor Relationships

Mike Prlich & Sons, Inc. utilizes **Pipe Tec Inc.**, a company owned by Michael Prlich for pipe cleaning and CCTV inspection.

In addition, Mike Prlich and Sons, Inc. has developed relationships within the industries over the past 30 years with several Structural Contractors which build maintenance holes, storm drain catch basins and other miscellaneous concrete structures; multiple Pipe Suppliers for sewer pipe storm drain pipe and utility conduit. We utilize Professional Engineers to provide Structural Details, Shoring Plans and Traffic Control Plans. Also, we have working relationship with several Professional Surveyors for laying out job sites, pipelines and various structures;

(MPS) has working relationships with asphalt and concrete flatwork subcontractors capable of performing larger street restoration; Electrical subcontractors for traffic signal loop restoration; and various subcontractors.

5. ADVANCED NOTICE REQUIREMENTS

Mike Prlich and Sons, Inc. understands the scope of work for the RFP in its entirety. Briefly, the work includes providing men, material, equipment, and expertise to complete any on-call sewer construction services throughout the jurisdiction of the City of Buena Park. Mike Prlich and Sons, Inc. understands the completion of the specific work may require 24-hour manning and management of the operation and we can respond to any job site within (6) hours of notification.

Mobilization efforts are initiated promptly by Key Personnel to line up labor, equipment, materials, and subcontractors for the given emergency. The project supervision has the authority to direct the deployment of resources to meet the needs of an emergency.

Mike Prlich and Sons, Inc. anticipate that City will provide a location for repair. MPS assumes all work will be performed under WATCH manual traffic control. If required MPS can provide engineered traffic drawings by Traffic Control Engineering, Inc. or other similar vendors at the direction of the City.

6. EVIDENCE

Mike Prlich and Sons, Inc. and a 40 year plus industry employee in underground utilities construction. He has the skills to attack any project timely and has key personnel with phones available on a 24-hour basis. We also have experience in trenchless applications such as pipe bursting, pilot tube installation, and directional drilling. We are a self-sufficient company in all areas of utility work and have company depth to tackle any job described in the Request for Proposal.

Agencies we are currently under contract for emergency work are the following:

- Long Beach Water Department
- Los Angeles County Sanitation District
- Los Angeles County Department of Public Works
- City of Los Angeles
- City of Glendale
- City of West Hollywood
- County of San Bernardino
- City of Santa Ana
- Port of Long Beach
- South Coast Water District

Mike Prlich and Sons, Inc. has a proven track record of timely responses and rapid repairs to existing facilities for numerous emergency projects with several local agencies in Southern California. The response time excluding travel is always less than 1 hour, and typically within 10-minutes plus travel time. As provided, the direct cell phone numbers are listed for all key personnel directly authorized to respond to any given emergency. These numbers can be used 24 hours per day, in addition to the Office Phone number during regular working hours.

7. REFERENCES

Project: On-Call Services Agreement

Owner: San Bernardino Municipal Water District

Contact Information: Richard Hyle 909-659-6582

Total Value: \$ 3,000,000.00

Completion Date: On-Going

Description: emergency repair of various pipes and structures for sewer and water systems.

Project: On-Call Services for Emergency Water and Sewer Repair

Owner: Long Beach Water Department

Contact Information: Chris Pincherli – 562- 843-6341

Total Value: \$1,000,000/fy

Completion Date: On-Going

Description: Long Beach Utility Repair

Project: Emergency On-Call Geotechnical/Structural Construction Service

Owner: City of Los Angeles

Contact Information: Patrick Schmidt 213-847-0492

Total Value: 500,000/per C.O.

Completion On-Going (2024-2029)

Description: In addition to/ construction of bulkheads, retaining walls, slope stabilization, street repair, traffic control. Sidewalk and curb ramps, other public work construction per City Standard Plans

Project: City of Los Angeles – Emergency Sewer/Storm Drain Response

Owner: City of Los Angeles

Contact Information: Bill Benson – Chief Construction Inspector 213-440-9138

Total Value: 3 million plus

Completion Date: On-Going (2023-2028)

Description: As needed emergency – Sewer & Storm Drains

Project: Various Sewer Repair

Owner: Los Angeles County Sanitation District

Contact Information: Ted Brodeur –626-962-8605

Total Value: 3 million plus

Completion Date: On-Going (2023-2028)

Description: As needed emergency – Sewer Repair

8. BID QUESTIONNAIRE:

SEE ATTACHED

BID QUESTIONNAIRE

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

weekly

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year: .79

Previous year: .69

Year prior to previous year: .67

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one occasion during that last five years in which your firm was required to pay either back wages or penalties for own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of the back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of the back wages you were required to pay along with the amount of any penalty paid.

9. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor's violation at the time they occurred.

☐ Yes ☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

9. FEE SCHEDULE:

SEE ATTACHED

All Labor is Trained and Certified for Confined Space Entry

City of Buena Park
 ON-CALL EMERGENCY SEWER REPAIR SERVICES
 Mike Prlich and Sons, Inc.

Labor Rates w/ 20% mark-up

<u>CRAFT</u>	<u>TIME</u>	<u>2025 Rate</u>	<u>2026 Rate</u>
Laborer Grp. 4	ST	\$ 103.00	\$ 108.00
	OT	\$ 139.00	\$ 145.00
	DT	\$ 173.00	\$ 180.00
Operator Eng. Grp. 8	ST	\$ 132.00	\$ 138.00
	OT	\$ 178.00	\$ 186.00
	DT	\$ 224.00	\$ 233.00
Foreman	ST	\$ 181.00	\$ 189.00
	OT	\$ 238.00	\$ 248.00
	DT	\$ 304.00	\$ 317.00
Project Supervisor	ST	\$ 188.00	\$ 196.00
	OT	\$ 245.00	\$ 255.00
	DT	\$ 310.00	\$ 325.00

Equipment Rates w/o mark-up

A. General Equipment		
Backhoe	Hourly	\$98.00
Pick-Up Truck w/heavy equipment	Hourly	\$65.00
10-Wheel Dump Truck	Hourly	\$100.00
Bobtail Dump Truck	Hourly	\$68.00
B. Confined Space Safety Equipment		
Air Monitor	Daily	\$95.00
Tri-Pod Winch	Daily	\$140.00
Harness	Daily	\$25.00

Issued: Monday, March 3, 2025

CITY OF BUENA PARK

Department of Public Works

Addendum No. 1 ON-CALL EMERGENCY SEWER REPAIR SERVICES

Note the following notes/changes:

Bond Requirements

- The selected Contractor will be required to provide the proof of ability to obtain payment and performance bonds for each Work Order up to 100% of the maximum Contract of \$300,000, as further specified in the Contract Documents.
 - Payment and Performance Bonds. For Work that will cost more than \$25,000 on public works projects, the City will request in the task order that the Contractor post payment and performance bonds. The cost for the payment and performance bonds must be included as a separate line item in any quote submitted by the Contractor.

By: _____

Mina Mikhael, P.E.

Director of Public Works/City Engineer

I (We) the undersigned hereby acknowledge that I (We) have received Addendum No. 1 as issued on Monday, March 3, 2025, and that all changes, additions, deletions, clarifications and corrections specified herein have been incorporated into my bid.

**THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONTRACTOR AND
RETURNED WITH THE PROPOSAL.**

3/12/25
Date:

Diego Wilson / Project Manager
Contractor/Title

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

ON-CALL EMERGENCY SEWER REPAIR SERVICES

PROJECT NO. N/A
BID NO. N/A
APRIL, 2025

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

A handwritten signature in blue ink, appearing to read "Deepthi Arabolu".

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 75742

Approved by:

A handwritten signature in blue ink, appearing to read "Mina Mikhael".

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

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CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR ON-CALL EMERGENCY SEWER REPAIR SERVICES “Project”

Project Number: N/A
Bid Number: N/A

This CONTRACT (“Contract”) is made and entered this 8th day of April, 2025 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and W.A. Rasic Construction, a California Corporation (“Contractor”). Contractor’s California State Contractor’s license number is 368761. The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

- A. This Contract;
- B. The Request for Proposals (RFP) for On-Call Emergency Sewer Services issued by the City of Buena Park, dated February 20th, 2025;
- C. The Contractor’s Bid Proposal for the City of Buena Park On-Call Emergency Sewer Repair Services, dated March 11th, 2025, (including documentation accompanying the Bid and any post-Bid documentation.
- D. Any “Notice to Proceed” issued by the City to Contractor under the terms of this Contract;
- E. The Contractor’s Payment and Performance Bonds for any scope of work that is described in a Notice to Proceed issued by the City with a value in excess of \$25,000;
- F. The City of Buena Park’s Special Provisions for Public Works Projects, Latest Edition;
- G. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
- H. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services.

(A) At any time during the term of this Agreement, the City may issue to Contractor a “Request for Emergency Work Proposals” setting forth the on-call services needed by the City (“Request for Work”) and requesting that Contractor provide a written bid to the City in the form attached hereto was Exhibit “A” setting forth Contractor’s not-to-exceed bid to perform the services described in the City’s Request for Work (“Letter Proposal”). Contractor shall provide a Letter Proposal to the City not later than 5 days following receipt of a Request for Work from the City.

(B) Within 5 days following receipt of a Letter Proposal from Contractor, the City may accept the Letter Proposal by issuing Contractor a "Notice to Proceed" which shall authorize Contractor to perform the services described in the Request for Work for the Compensation set forth in the Letter Proposal. Nothing in this Contract requires the City to accept any Letter Proposal from Contractor, issue any Notice to Proceed to Contractor, to pay Contractor any Compensation or consideration of any kind except as indicated in at Notice to Proceed issued by the City.

(C) Contractor shall provide and perform the on-call emergency sewer repair services that are set forth in any Notice to Proceed issued under this Contract (collectively, the "Services"), all to CITY's reasonable satisfaction. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the Contractor shall provide the Services under the direction of the Designated Official (or his/her designee). The Contractor shall commence performance of the Services upon receipt of a written Notice to Proceed from the Designated Official authorizing the Contractor to proceed, and only to the extent of such authorization or task order. The City may, from time to time, request changes in the scope of services of the Contractor to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. Compensation. The Contractor shall perform the Services described in each Notice to Proceed at the direction of the City, and City shall pay Contractor in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in the Notice to Proceed issued by the City for each scope of Services. The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the Contractor is entitled to receive pursuant to this Agreement shall equal to the total value of Notices to Proceed for Services approved by the City under this Contract. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties.

4. Term of Contract: The term of this agreement shall commence on **April 8, 2025** and shall remain in full force and effect until **April 8, 2027**. The Contractor agrees to complete the work to City's satisfaction within the amount of working days agreed upon for each task order. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

- a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
- b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
- c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.
6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies

providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.
10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."
12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*
13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.
14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.
16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.
18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here.

Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnification.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part

to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract

may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF THE PROJECT

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of

Dollars (\$ _____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF THE PROJECT

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____
(name and title)

For: _____
(Bidder)

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| General Liability Endorsement | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)



SPECIAL PROVISIONS

CITY OF BUENA PARK

Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards)** shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the **Caltrans Standards** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1: SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated per the on-call services.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter (\$250 for application) and provide an \$800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

1. Labor..... 20%
2. Materials.....15%
3. Equipment Rental.....15%
4. Other Items and Expenditures..... 15%

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

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for

on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	(714) 562-3940
ORANGE COUNTY FIRE AUTHORITY	(714) 527-3955
PARK DISPOSAL	(714) 522-3577
AMERICAN MEDICAL RESPONSE	(714) 808-2288
BUENA PARKSCHOOL DISTRICT	(714) 522-8412
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	(714) 530-6060

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work, vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file

post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Constructions Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. 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 by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No. CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030)

and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contactor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

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 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 Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees, certificates, and warranties;
3. All "as-builts";
4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and
5. Electronic and hard copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and

other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before

producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et. seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with 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 currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to

persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer. The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating "Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor's operations shall be replaced at the Contractor's expense.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor's agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order 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 in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blue-line drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining utility service during construction, including proposed by-passes.
- 8) NPDES/BMP requirements.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The

Contractor shall provide a two (2) week “look ahead” schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within the amount of working days agreed upon for each task order. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A “Preliminary Notice to Proceed” will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within amount of working days agreed upon after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of

work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City.

Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on each task order shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter.

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly

to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

- a. 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 pertains 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 mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.
- b. 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 and to Public Contract Code Section 20104 *et seq.* (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. 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.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City

shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and

are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be $\frac{3}{4}$ " (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan 105 and as shown on the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown on the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (CRACK SEALING)

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

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

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat-tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR- TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor's operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

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 a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND (\$1,000) DOLLARS A DAY.**

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6" x 6" concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand.....(24%).....458 lbs.
- 3/8" (1 cm) Aggregate.....(35%)..... 667 lbs.
- 1/2" (1.5 cm) Aggregate..... (12%)..... 229 lbs.
- 3/4" (2 cm) Aggregate.....(29%)..... 553 lbs
- Asphalt viscosity grade **PG 70-10**..... (4.9%).....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 1/2" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 1/2" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2-axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. "SIDEWALK CLOSED AHEAD" signs shall be posted per the Engineer's direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0") lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3'x4' (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 ASBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.

- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.
- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.
- Designated full time certified project supervisors resume.
- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.
- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.
2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.
2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).
4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.
5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.
6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or too large.
3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.
4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)
5. Pipe quality shall be verified through testing per ASTM F 1504 and F 1057 heat reversion test shall be performed on each test sample.
6. All costs for testing shall be paid for by the Contractor and included in the bid price.
7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by either method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities

A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping

Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a sewer spill.

3. Air testing of the installed Liner.

After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.
2. **Manufacturers Material Certification, Submittal:**
 - a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.
 - b. Copy from the liner material manufacturer's certifying that the formulation of the liner has not changed since the lining material was

tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.
4. **Product Manufacturer, Submittal:** Copy of the manufacturer's literature, material data sheets, and installation procedures.
5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.
6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.
7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.
8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow

line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.

Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12" Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half (1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: "a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight."

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer's brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.



March 11, 2025

City of Buena Park
Department of Public Works
6650 Beach Blvd.
Buena Park, CA 90621

Attention: Mr. Jaden Miller, P.E.

Reference: Request for Proposal On-Call Emergency Sewer Repair Services
Subject: Transmittal Letter

Dear Mr. Miller,

W.A. Rasic Construction Company, Inc., a California Corporation, with a 41+ year track record of successful project delivery, is capable and committed to providing the appropriate resources required to fully support the City of Buena Park on a wide range of projects system wide. W.A. Rasic Construction is a general engineering contractor with an A and C-34 license issued by the State of California. Our strong qualification for being considered by your firm for this On-Call Emergency contract is based, in part, on our experience, which includes constructing some of the most difficult projects in the Western States, and our wide-ranging expertise as it relates to construction of petroleum pipelines, fueling facilities, large water diameter pipelines, sewer facilities, treatment facilities and civil projects.

In addition, we will provide the City of Buena Park with an extremely well rounded and qualified team, composed of dedicated and experienced team members. W.A. Rasic Construction has performed numerous projects in the Orange County area, with many being emergency responses. One of the core functions of the Select Division of the company is emergency and on-call response to water and wastewater municipalities, companies, and districts throughout Southern California. Our project team and field personnel are extremely familiar with emergency and on-call response work and will apply that expertise to our services to the City of Buena Park.

Herein you will find our response to the Request for Proposals per the outline described in the bid documents and containing all information requested. It will demonstrate that W.A. Rasic meets and exceeds all of the requirements of the City.

I am confident the experience, energy, enthusiasm, and desire of our team to manage your emergency and on-call needs with your firm is evident in the contents of this qualification submittal.

March 11, 2025

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Reference: Request for Proposal On-Call Emergency Sewer Repair Services

Subject: Transmittal Letter

For all correspondence related to this qualification statement please contact Shane Sato, my Select Division Manager, as follows:

562-928-6111 (Corporate Office)

310-864-0278 (Cell phone)

ssato@warasic.com (email)

We look forward to your favorable consideration of our prequalification submittal and the opportunity of working with the City of Buena Park on your upcoming projects.

Sincerely,

W.A. Rasic Construction Company, Inc.

A handwritten signature in blue ink, appearing to read 'Peter L. Rasic', with a long horizontal line extending to the right.

Peter L. Rasic

President



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Section 1 - Company Qualifications / Scope of Work

Since its inception in 1978 W.A. Rasic Construction Company, Inc. has focused primarily on constructing public works sewer, storm drain, and water projects throughout Southern California. With a focus on quality and forming long term relationships, W.A. Rasic Construction continues to secure and successfully complete some of the more difficult projects in both the public works and private sector, even in this challenged economic environment.

W.A. Rasic Construction performs millions of dollars of emergency work for over 30 clients and is one of the main core businesses of the Select Division, one of four divisions of the company. W. A. Rasic employs only skilled union labor, resulting in work performed faster, safer, and with a high degree of quality. We currently employ over 400 skilled professionals. We are on the on-call list for so many entities because we have a demonstrated track record of response, thoroughness, and quality of work. W.A. Rasic Construction has in-depth knowledge of the area and can offer competitive total project cost because of our skill level and familiarity with the work.

W.A. Rasic Construction owns a very large and diverse equipment fleet. Because of this, our yard location, and full-time staff, we can normally respond within two hours from receiving an emergency call, with most being responded within an hour. We have fully equipped emergency response trailers that the foremen can quickly attach to that will provide the majority of equipment and tools necessary to complete the repairs.

W.A. Rasic Construction is also setup for after-hours emergencies. We maintain a list of employees who have made themselves available for such work, and maintain emergency numbers for our key water works suppliers that can also make materials available 24-hours a day. Our response time for after-hours emergency work is typically within two hours. W.A. Rasic Construction's corporate office, containing all of its project management, engineering, and administration staff is located in the City of Long Beach, just a short distance from the City of Buena Park. This will allow us to quickly get management to the site to evaluate and assist in any emergency or to meet the City's staff to look at work in the field for upcoming tasks.

In its long history W.A. Rasic has never failed to complete a project. Considering that we target the most difficult projects in the Western States, we believe that this is a testament to our staff's dedication and ability to deliver projects regardless of difficulty.

City of Buena Park

Request for Proposals – On-Call Emergency Sewer Repair Services



W.A. Rasic Construction is one of the largest privately held utility and heavy civil contractors in the Western States. We are currently ranked #14 nationwide in utility construction by ENR. Constructing a wide range of projects, varying in size from \$5,000.00 to \$100,000,000.00 under a multitude of delivery methods, W.A. Rasic Construction stands out as a truly diverse civil company focused on safety, quality, teamwork, and developing long lasting client relations.

Our capabilities include:

- Water
- Wastewater
- Oil & Gas
- Power & Communications
- Storm Drain
- Concrete Facilities
- Mechanical Piping
- Tunneling
- Rail
- Design-Build
- Emergency Response
- Shoring
- Dewatering
- Demolition & Recycling

We proudly stand as one the few contractors with the flexibility, diversity and capability to span the full spectrum of civil construction.

Our corporate headquarters is located in Long Beach, California, with two primary staging locations for our equipment fleet in Southern California: our five-acre operations facility located in Bell Gardens, and our five-acre Perris facility. These two primary equipment facilities allow W.A. Rasic Construction to house and maintain a large fleet of equipment.



City of Buena Park
Request for Proposals – On-Call Emergency Sewer
Repair Services



W.A. Rasic Construction's smallest project for 2025 was \$1023. Its largest under construction is over \$100M. We approach every project the same with focus on quality, safety, and timeliness. This is how we have built our reputation and obtained so many on-call contracts based on our demonstrated history.



Section 2 – Contractor's Representative

For this contract the primary representative would be:

Shane Sato, EIT, STSC

Division Manager

ssato@warasic.com

310-864-0278 mobile

The alternate contact for emergency response would be:

Manuel Cristobal

Project Manager

mcristobal@warasic.com

310-864-1225 mobile

W.A. Rasic Construction maintains a call service after-hours at 562-928-6111. This ensures that the City will always be able to reach someone at W.A. Rasic for emergency response.

If awarded the contract we would meet with the City and provide a call list of representatives that would interface with the City's field staff for even quicker response.



Section 3 - Local Staffing List

W.A. Rasic Construction's corporate headquarters is located in Long Beach, California, with primary staging location for our equipment fleet at our five-acre operations facility located in Bell Gardens. This equipment facility allows W.A. Rasic Construction to house and maintain a large fleet of equipment ranging from Super-10 Dumps, Heavy Trucks, Trailers, and Backhoes to Graders, Hydraulic Breakers, Loaders, and Excavators that range in size from 7,500 lbs to over 200,000 lbs. W.A. Rasic Construction owns one of the most comprehensive fleets, giving us the capability to successfully construct virtually any civil piping project.

W.A. Rasic Construction employs over 400 skilled employees in the Southern California area performing over 1,000 projects a year. There are always multiple crews within a two (2) hour drive to the City of Buena Park. Our corporate office is in Long Beach, only minutes away from the City of Buena Park. Project management and field engineers are stationed there so we can have management onsite within a short period of time during the day and not much more at night.

W.A. Rasic Construction plans to self-perform the majority of the work awarded. If there comes a time where we have to hire a Subcontractor for a specific scope we will forward the necessary information to the Agency.

W.A. Rasic Construction utilizes all union-signatory field staff and subcontractors. This assures us a large pool of trained and skilled talent at all times. This also assures the City that prevailing wages will be paid as the local unions' wage scales all match the state and county prevailing wage structures.

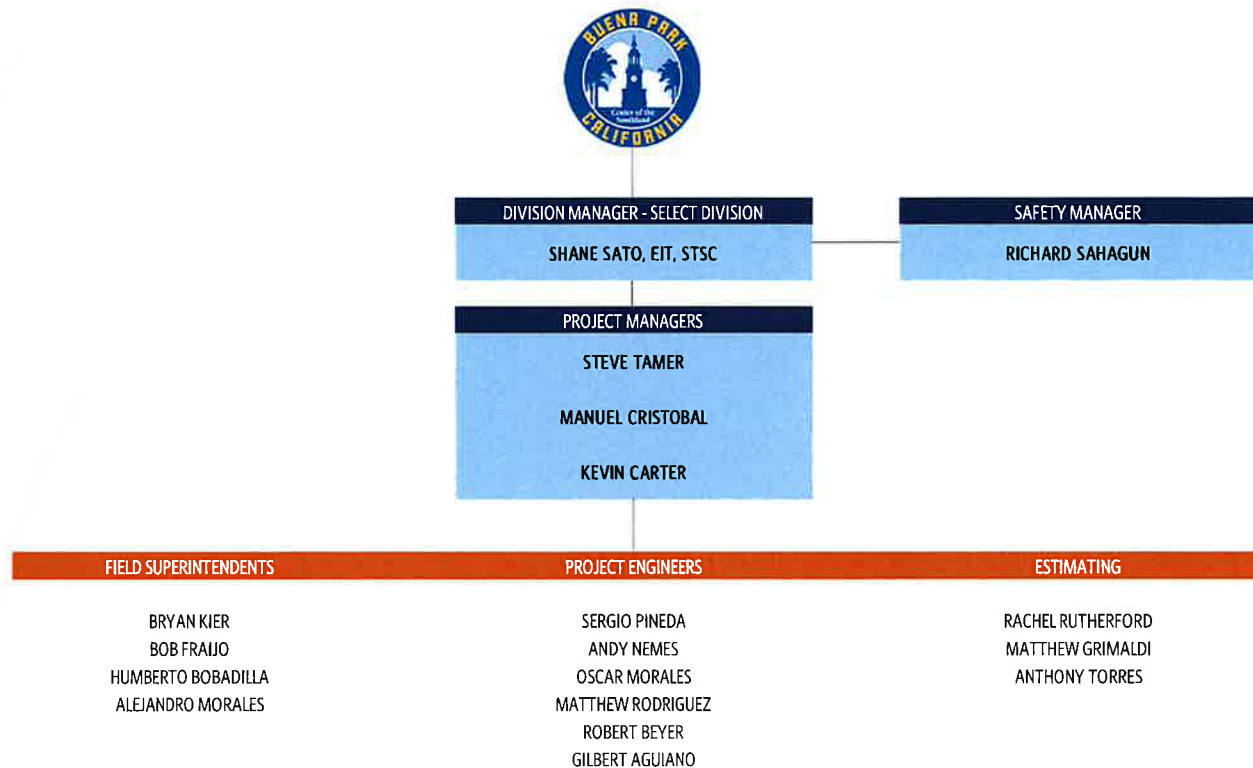
Our staff is well-versed in the requirements of working in coastal environments as we provide similar services for the City of Long Beach, County of Los Angeles Public Works, California Water Services, and others all operating next to the ocean and coastal areas. W.A. Rasic Construction performs over \$100 million a year in Public Works projects for various entities in Southern California so are very familiar with the requirements of public works contracting, rules, regulations, and standards. We have performed well over a thousand projects involving water, sewer, and storm drainage and are one of the most experienced in the state.

City of Buena Park

Request for Proposals – On-Call Emergency Sewer Repair Services



Below is an organizational chart showing some of the team members that would be involved with on-call work for the City of Buena Park.



Shane Sato, Division Manager – BS/Civil Engineering/University of Hawaii at Manoa, 1996. Over 27 years of experience, ranging from pipelines and plants, to heavy civil, highway infrastructure, and underground utilities. He has worked on many various types of construction projects throughout the country. In addition to managing the work he is knowledgeable in managing labor forces, risk, maintenance programs, insurance, right-of-way acquisition, public relations, and scheduling. He has served as Project Manager, Superintendent, Project Engineer, and Estimator for projects ranging from \$1,000 repairs to \$1.75 billion design-build efforts. Engineer in Training (EIT), Southern California Water Utilities Association member, STSC, and State of California SWRCB Water Distribution Operator Grade D2 certification.

Richard Sahagun, Safety Director – Over 21 years of experience in the pipeline/civil construction industry. He has over 12 years of experience in safety coordination/management in multiple projects at a time. His expertise includes projects for the oil, gas, water, wastewater, and underground utilities industries. He coordinates and provides the training for all field personnel as required by State and Federal Laws. In conjunction with his staff of safety professionals performs site safety audits, writes Site Specific Safety Plans, reviews, and conducts safety stand down, tailgate and JHA meetings to ensure full compliance with client requirements and as directed by law. Please see resume below for a listing of memberships and certifications.

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Robert Fraijo, Superintendent – Over 35 years in the construction industry. Bob is a construction superintendent overseeing numerous types of construction activities. His specialties include above ground mechanical piping projects, such as gas lines, steel piping, and double containment PVC chemical lines.

Bryan Kier, Superintendent – Over 23 years of civil construction experience in the pipeline industry has allowed him to coordinate effectively with multiple municipalities. Safety Trained Supervisor Construction (STSC).

Humberto Bobadilla – Superintendent – Over 33 years of experience in underground utility and pipeline work including trenching, excavation, trenchless installation, and rehabilitation of wet and dry utilities. Skilled in managing public works contracts ranging from \$100K to over \$15 million.

All of the key personnel listed above are more than capable of performing all the tasks that W.A. Rasic Construction will be self-performing for this contract, and safely delivering a high quality project on schedule and on budget. All are familiar with on-call and emergency work. Once we receive a task order, we will assign the key personnel based on current availability, ensuring that the City of Buena Park is provided with a top-tier management team for the project. W.A. Rasic Construction commits to providing the City of Buena Park with a complete team for any emergency or on-call work it is assigned.

Negotiation of the contract with the City of Buena Park would be W.A. Rasic Construction's president, Peter L. Rasic. Other signatories include Walter A. Rasic, Jr., V.P./Secretary.



Section 4 - Subcontractors

W.A. Basic Construction utilizes only subcontractors we are familiar with and can provide services at the level of quality and safety that we hold ourselves to. For an emergency on-call contract it is difficult to anticipate everything that may happen. However, we would normally utilize the services of these quality subcontractors for possible sewer related work.

Ayala Engineering – Manhole Lining / Coating (SewerGard Application)

Tom Grbavac & Sons – Sawcutting / Coring

Underground Manholes – New Manhole Construction

Rain for Rent – Sewer Bypass Systems

Xylem – Sewer Bypass Systems

Pipe Tec – CCTV / Vacuum / Jetting

National Plant Services – CCTV / Vacuum / Jetting / Lining

Nor-Cal Pipeline - CCTV / Vacuum / Jetting / Lining

Hardy & Harper – Asphalt Grind & Cap / Slurry Seal (wide sections – major paving)

All-American Asphalt – Asphalt Grind & Cap / Slurry Seal (wide sections – major paving)

Safety Network – Engineered Traffic Control Plans / Major Intersection Traffic Control



Section 5 – Advance Notice Requirements

This contract requires response within six (6) hours for an emergency call out. We are fully able to meet that requirement as we have personnel and equipment throughout Los Angeles County, Orange County, and the Inland Empire.

The vast majority of our emergency on-call contracts require response within two (2) hours from a call, and that is the way we are setup for these types of responses. Generally we will have a foreman, superintendent, or other manager onsite within an hour and crews would begin mobilizing within that timeframe. Generally, we will have a minimum crew consisting of a backhoe, flatbed dump truck, traffic control, and laborers onsite within two hours, with additional equipment and subcontractors mobilizing as needed.



Section 6 – Evidence

Our work history, qualifications, and references proving our capabilities are within other sections of the proposal. Below are some other information showing we are fully licensed and qualified.

Company Name: W.A. Rasic Construction Company, Inc.
Address: 4150 Long Beach Blvd., Long Beach, CA 90807
Telephone Number: (562) 928-6111
Fax: (562) 928-7339
Type of Entity: A California Corporation
License # 368761
Classification: A, C34
DIR# 1000000649
City License #: 14206428
Years in Business: 46 Years
Owners: Peter L. Rasic - President
Franky A. Rasic - Vice President/Treasurer
Walter A. Rasic, Jr. - Vice President/Secretary

CITY OF BUENA PARK BUSINESS LICENSE	
NOT TRANSFERABLE	
THIS BUSINESS LICENSE TAX CERTIFICATE DOES NOT GUARANTEE COMPLIANCE WITH STATE OR FEDERAL LICENSING REQUIREMENTS.	
<small>Issuance of this certificate indicates that the person, firm, or corporation named below has paid the applicable business tax, pursuant to Chapter 5.00, Title 5, Section 040 of the Buena Park Municipal Code, for the business, enterprise, trade, calling, profession, exhibition, or occupation described below. Issuance of this Certificate is not an endorsement, nor certification of compliance with other ordinances or laws.</small>	
Business Name: W.A. RASIC CONSTRUCTION	Description: UTILITY CONSTRUCTION CONTRACTOR
Tax Certificate No: BL-010103	Finance Director 
Expires: 6/30/2025	Classification: A C34
Business Location: MOBILE	Expiry Date: 01/31/2027
TO BE POSTED IN A PLACE VISIBLE TO THE PUBLIC-THIS IS YOUR CURRENT TAX CERTIFICATE	

STATE OF CALIFORNIA

DCA

Division of Contract Administration

CONTRACTORS

STATE LICENSE BOARD

ACTIVE LICENSE



License Number: **368761**

Business Name: **W.A. RASIC CONSTRUCTION COMPANY INC**

Entity: **CORP**



www.cslb.ca.gov

www.cslb.ca.gov

Issued: Monday, March 3, 2025

CITY OF BUENA PARK

Department of Public Works

Addendum No. 1 ON-CALL EMERGENCY SEWER REPAIR SERVICES

Note the following notes/changes:

Bond Requirements

- The selected Contractor will be required to provide the proof of ability to obtain payment and performance bonds for each Work Order up to 100% of the maximum Contract of \$300,000, as further specified in the Contract Documents.
 - Payment and Performance Bonds. For Work that will cost more than \$25,000 on public works projects, the City will request in the task order that the Contractor post payment and performance bonds. The cost for the payment and performance bonds must be included as a separate line item in any quote submitted by the Contractor.

By: 

Mina Mikhael, P.E.

Director of Public Works/City Engineer

I (We) the undersigned hereby acknowledge that I (We) have received Addendum No. 1 as issued on Monday, March 3, 2025, and that all changes, additions, deletions, clarifications and corrections specified herein have been incorporated into my bid.

**THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONTRACTOR AND
RETURNED WITH THE PROPOSAL.**

03/11/2025

Date:



Peter L. Rasic, President



Liberty Mutual Surety

790 The City Drive South, Suite 200
Orange, CA 92868
(800) 763-9268

January 9, 2025

Re: W.A. Rasic Construction Company, Inc.
Surety Pre-Qualification Letter

To Whom It May Concern,

W.A. Rasic Construction Company, Inc. is a valued surety client of Liberty Mutual Insurance Company since 2004 and has asked us to write to you regarding their bond capacity. We understand that you are considering them for future projects. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as \$250,000,000.00 within an aggregate program of \$500,000,000.00.

Our investigation of W.A. Rasic Construction Company, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.

Based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to W.A. Rasic Construction Company, Inc.

Liberty Mutual Insurance Company is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A (Excellent) XV by A.M. Best.

You understand, of course, that our consideration and issuance of bonds is a matter solely between W.A. Rasic Construction Company, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

Regards,

LIBERTY MUTUAL INSURANCE COMPANY

Daniel Huckabay
Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California

County of Orange

On 01/09/2025 before me, Melissa Ann Vaccaro, Notary Public personally appeared Daniel Huckabay

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

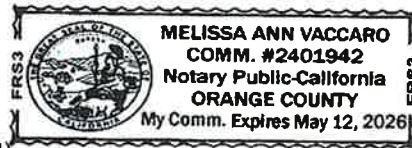
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209029-969561

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member: Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Section 7 - References

W.A. Rasic Construction Company performs on-call and emergency response to many agencies and entities similar to the work contemplated on this contract. W.A. Rasic Construction is an established leader in Emergency Response and is a core business of the Select Division of the company. We respond to all emergency callouts on a 365 day a year, 24-hour basis. We have responded to thousands of on-call projects throughout the history of the company. Below are descriptions with contact references for verification for similar on-call work performed for the past five (5) years:

Orange County Water District – Emergency On-Call and Minor Work Orders

Perform emergency response to water main breaks on various OCWD pipe systems, minor repair and adjustments on valve boxes, monitoring wells, enclosure boxes, etc.

Contact: Ben Smith | 714-378-3211 | bsmith@ocwd.org or John Bonsangue | 714-378-3353

Inland Empire Utilities Agency – Emergency On-Call and Minor Work

Perform emergency response to recycled water and primary sewer piping and facilities. Price and perform contract work up to \$2M on piping or facilities.

Contact: Jerry Burke | 909-993-1547 | jburke@ieua.org

City of Glendale – Emergency On-Call Sewer and Storm Drain

Perform emergency response to storm drain and sewer system throughout service area and other related work on as-needed basis.

Contact: Armen Avazian | 818-937-8246 | aavazian@GlendaleCA.gov

Liberty Utilities Agency – Emergency On-Call and Minor Work

Perform emergency response to domestic water distribution system throughout service area and other related work on as-needed basis.

Contact: Armando Gonzalez | 562-805-2080 | Armando.Gonzalez@libertyutilities.com

California Water Service Company – Master Contractor Program

Perform all water main and service installations in the East Los Angeles service area. Handle all emergency water main breaks and repairs, along with other work on as-needed basis.

Contact: Jim Crawford | 323-722-8601 | jcrawford@calwater.com

Sunny Slope Water Company – Emergency On-Call and Minor Work

Perform all water main installation, service installations, emergency response, and other minor work on as-needed basis.

Contact: Troy Holland | 626-287-5238 | troy@sunnyslopewatercompany.com

Rowland Water District – Emergency On-Call

Perform emergency response to domestic water distribution system throughout service area and other related work on as-needed basis.

Contact: Keith Fouts | 562-690-7145 | KFouts@rwd.org

City of Buena Park
Request for Proposals – On-Call Emergency Sewer
Repair Services



Other agencies we have contracts for on-call emergency work (not full list):

City of Anaheim	City of Chino Hills	City of Corona
City of Cerritos	City of South Gate	City of Buena Park
Port of Long Beach	City of Chino	City of Pico Rivera
Rowland Water District	City of Signal Hill	City of L.A. Dept. Gen Svcs.
Orange County San. Dist.	Mesa Water District	Orange County Water Dist.
County of Los Angeles Public Works (Water and Sewer/Storm)		East Orange County Water

We have many more private clients that we perform on-call and emergency work for. This list is confidential and can be discussed in a closed-door meeting.

As you can see from our client list, W.A. Rasic Construction has vast experience in on-call and emergency work. We typically have at least one (1) crew on on-call or emergency work every day of the year. We have responded to emergencies on Christmas, Thanksgiving, and about every holiday. We have responded to emergencies as small as a 1" service line to pipe > 40" and 30-feet deep. We treat every emergency the same, as priority one. We have asbestos pipe trained workers, confined space competent people, competent people in trench shoring and excavation, etc.

City of Buena Park
Request for Proposals – On-Call Emergency Sewer
Repair Services



Section 8 – Bid Questionnaire

See Attached

BID QUESTIONNAIRE

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☒ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Daily - Tailgate Meetings

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year: 1.22

Previous year: 1.18

Year prior to previous year: .82

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one occasion during that last five years in which your firm was required to pay either back wages or penalties for own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of the back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of the back wages you were required to pay along with the amount of any penalty paid.

9. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor's violation at the time they occurred.

☐ Yes ☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).



Member -
Western Insurance Agents Association

March 10, 2025

To Whom It May Concern

Re: W.A. Rasic Construction Company, Inc.
Workers' Compensation - Experience Modification History

Our firm handles the insurance for W.A. Rasic Construction Company, Inc. (WAR) and has done so for many years. Please accept this letter as confirmation of their five-year experience modification history as outlined below.

07/01/2024 (current)	1.21
07/01/2023	1.18
07/01/2022	.82
07/01/2021	.76
07/01/2020	.88

As you may be aware, all EMR's in CA are issued annually – changing effective with the normal work comp insurance policy anniversary date for each employer; which for WAR is July 1st each year. Further, each EMR always includes 3-years of work comp data in the calculation itself. Every time a new EMR is published, one year drops off (the oldest, already counted 3 times) and a new year comes into the formula. So, there's a rolling, cumulative three years' data included in EACH single annual EMR.

As you can see, the two most recent Experience Modification Rates (EMR) spiked considerably, and we had several incidents with extenuating circumstances that drove this. We do note the following additional information in regard to some of those claims impacting the EMR.

There were three (3) not-at-fault auto accidents included in the 2023 EMR and two (2) of those are still affecting the 2024 EMR as well.

- One for an injury where a drunk driver ran into our equipment with an employee operating it. In that instance, the other party had very low limits of insurance and the injured employee retained an attorney seeking recovery from the other party directly, in addition to his work comp claim. This significantly limited the amount WAR's work comp carrier could recover for the accident, leaving almost all of this not-at-fault large claim counting in the EMR.
- A second auto accident where, again, the injured employee also went after the at-fault party and this claim has still not been resolved due to multiple attorneys/liens, etc. WAR's work comp carrier may, or may not, be able to recover any money on this claim at the end of the day. At this time, the entire not-at-fault claim counts against WAR in the EMR until it is resolved.
- Lastly, one was a hit and run incident – there is no way to recover from the unknown party so the cost of that not-at-fault auto accident is also in the EMR.

Separately, WAR also had an employee who was only hired for the first time in 2019 and then in 2021 he had a claim for carpal tunnel in both hands. He had two separate surgeries, one for each hand. This was not the result of a specific

March 10, 2025
Page Two
Re: W.A. Rasic EMR

accident or unsafe incident, but rather repetitive use and it's very likely that this condition developed over a longer period of time than he was even employed with WAR. However, as the employer of record at the time of the claim, this is in the EMR.

Should you have any questions or need any additional information in this regard, please do not hesitate to contact me.

Sincerely,
COMMERCIAL ASSOCIATES INSURANCE



Alicia Smith, ARM, CRIS

/ads

City of Buena Park

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contactor, in the past five years?

Jobsite Location: Miramar Rd & Alesmith Ct, San Diego, CA 92126
Date of Incident: 1/9/23 - 4/11/23
Description of Incident: Rasic failed to notify the San Diego Air Pollution District in writing, within 2 working days of coming into the District, that a registered portable equipment unit (Asphalt Zipper) would be at a location for more than 5 days.
Department: Air Pollution Control District
File Number: APCD2023-NOV-000318
Claim Amount: \$250
Current Status: Paid, Closed

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier. If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

7/1/2024 1.22

7/1/2023 1.18

7/1/2022 0.82

[See attached letter from Alicia Smith]

03/11/2025

Date



Peter L. Rasic, President



Section 9 – Fee Schedule

W.A. Rasic Construction Company, Inc. is a fully union-signatory company. As such, all labor rates are per prevailing wage. Attached are our fully burdened and marked up labor and equipment rates. We request these be considered confidential to the City's use and view only to fullest extent permitted by law.

Materials, rentals, services, etc. shall be marked up 15%. Subcontractors would be subject to a 10% markup.

A. DISCUSS AND PROVIDE DIRECTION REGARDING VETERANS HONOR CELEBRATION ENHANCEMENTS

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	STUDY SESSION Item: 9A.
Prepared By	Approved By
Connie Hurtado, Community Services Supervisor	Aaron France, City Manager
Presented By	
Connie Hurtado, Community Services Supervisor	

DISCUSSION

At the request of Council Member Hoque, this item is being brought forward for City Council discussion.

The City hosts an Annual Veteran's Honor Lunch Celebration in November. This yearly event honors our local heroes with a warm meal, live entertainment, and a keynote address from an honorary guest speaker. Council Member Hoque has suggested the introduction of two supplementary programs to enhance this event:

1. A Veterans Resource Fair
2. Veterans Flag Distribution

Veterans Resource Fair

The Veterans Resource Fair could provide veterans and their families with access to essential services and information, fostering better integration into community resources. This event could feature 10-15 local organizations and agencies dedicated to serving our veterans, each contributing their expertise to enhance the Veterans Honor Lunch. Participants will have the opportunity to obtain crucial resources spanning various areas, including healthcare assess, financial literacy, legal assistance, mental health services, and more.

In addition to providing valuable information, the resource fair could serve as a vital networking platform, enabling veterans to connect with representatives from organizations that can cater to their specific needs. By creating an environment that promotes engagement and collaboration, the resource fair not only honors our veterans but also reinforces Council's commitment to their well-being and success. Ultimately, this program aims to foster lasting connections that extend beyond the event, ensuring ongoing support for our local heroes.

Veterans Flag Distribution

To honor and show appreciation for Buena Park veterans, a personalized flag distribution is being proposed. An application could be created for community members to nominate or apply for a Buena Park Veteran to receive a flag. Staff will review the applications, selecting honorees based on the following criteria:

- Be a U.S. military Veteran
- Reside in the City of Buena Park

A route map will be created for each Council Member, detailing the homes of the selected veterans within their respective districts. During the first week of November, each Council Member will personally deliver the flag to the veterans' homes.

This initiative not only symbolizes the City's gratitude towards our veterans but also serves as a tangible representation of our commitment to their well-being. It creates personal, heartfelt interactions between Council Members and the veterans they serve, fostering a stronger connection.

The addition of the Veterans Resource Fair and the Veterans Flag Distribution programs could significantly enhance the Annual Veteran's Honor Lunch Celebration, providing meaningful support to our local veterans. These programs would create lasting memories and reaffirm the City's commitment to honoring Buena Park veterans.

With City Council direction, staff will begin the necessary preparations for the resource fair and flag distribution, including outreach to potential partners and veterans organizations, application development, and logistical planning for the events.

These items are not currently budgeted, therefore, a budget allocation would be requested in the following amounts:

Veterans Flag Distribution Expenses:

ITEM	TOTAL COST
PROGRAM SUPPLIES	\$500
STAFF COST	\$800
TOTAL EVENT EXPENSES	\$1,300

Veterans Resource Fair Expenses:

ITEM	TOTAL COST
STAFF COST	\$650
TOTAL EVENT EXPENSES	\$650

Attachments

[Veterans Flag Distribution 2025.pdf](#)

[Veteran Flag Thank You Letter.pdf](#)



Veteran Flag Delivery Request Form

Thank you for your service! The City of Buena Park is honored to offer veterans the opportunity to have American flags delivered to their homes as a small token of appreciation for your dedication and sacrifice. Please complete the form below to request your flag delivery.

First Name: _____ **Last Name:** _____

Street Address: _____ **Apt. #:** _____

City: _____ **Zip Code:** _____

Phone Number: _____

Email Address: _____

Service Branch (select one):

☐ Army ☐ Marines ☐ Navy ☐ Air Force ☐ Coast Guard ☐ Space Force

Years of Service: _____

Once you've completed this form, someone from the Buena Park team will reach out to confirm the details and arrange the flag delivery.

On Behalf of the City of Buena Park Council Members,
We Thank you for your service, and we look forward to honoring you!

To be filled out by City Employees

Application Approved ☐

Application Denied ☐

District 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Council Thank You Letter Sample

Thank You Letter –FRONT COVER



Thank You Letter –INSIDE MESSAGE

On behalf of the City of Buena Park we would like to express our deepest gratitude to you for your unwavering dedication and sacrifice in serving our nation. May you always feel appreciated for your service.

Sincerely,

Council Member, Lamiya Hoque
District 4



B. DISCUSS AND PROVIDE DIRECTION ON THE DEVELOPMENT OF AN ARTS AND CULTURE MASTER PLAN FOR THE CITY OF BUENA PARK

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	STUDY SESSION Item: 9B.
Prepared By	Approved By
Mark Saucedo, Community Services Supervisor	Aaron France, City Manager
Presented By	
Mark Saucedo, Community Services Supervisor	

DISCUSSION

At the request of Vice Mayor Traut and Council Member Hoque, the concept of creating an Arts and Culture Master Plan for the City of Buena Park is being brought forward for City Council discussion and consideration. Specifically, staff is seeking direction for a Request for Proposal (RFP) to guide the development of the Master Plan and approval of a budget appropriation to support its creation.

The City of Buena Park offers a rich array of Cultural and Fine Arts programs that benefit the community. These programs include the Exhibiting Artist Program, Cultural & Special Events, Summer Concerts, Youth Art Contests, Cultural Excursions, Youth Theatre, Seasonal Home Decorating Contests and the Art in Public Places Program. These programs, which engage the community and celebrate the City's diverse cultural identity, are made possible by the guidance of the Cultural Engagement Commission and the support of the City Council.

The Arts in Public Places Program is a key initiative aimed at activating public spaces by capturing the attention of pedestrians and drivers while celebrating the City's history and culture. Notable examples of this program include artwork on utility boxes, murals, and in crosswalks. There are existing installations across all five City Council districts, with plans for additional locations. Examples of public art include murals at the aquatics facility at William Peak Park, silhouettes at the skate park, and a sports-themed crosswalk adjacent to George Bellis Park, near Gilbert Elementary School.

The City also offers various free or low-cost arts and cultural programming for the community, such as the Summer Concert Series, Cultural Excursions, Exhibiting Artist Program, Juneteenth Celebration of Freedom, and the Buena Park Culture Fest. These events celebrate the diverse population of Buena Park and provide opportunities for deeper cultural understanding within the community.

In November 2023, the City Council adopted the Parks and Recreation Master Plan, which serves as a five- to ten-year strategic document focused on improving the City's recreation facilities, programs, and parks. Similar to this document, an Arts and Culture Master Plan could offer a roadmap for the City's cultural programming over the next five to ten years. The plan could define the role of arts and culture in supporting the City's broader goals, including fostering creativity, enhancing public spaces, and enriching community life.

The Arts and Culture Master Plan would be similar in structure to the Parks and Recreation Master Plan but focus specifically on how the arts contribute to Buena Park's culture and identity. It would outline key goals, provide recommendations, and establish strategies for engaging the community through arts programming. The plan would help identify new opportunities to grow the City's cultural offerings, encourage partnerships with arts-minded businesses and community members, and enhance arts education programs.

To support the creation of an Arts and Culture Master Plan, the City could generate an RFP to find a suitable contractor. Firms such as Arts Orange County (ArtsOC), an independent non-profit arts council for Orange County, specializes in advocating for arts in Orange County and provide services for the development of Arts and Culture Master Plans. ArtsOC has worked with other cities, including Irvine, Brea, and Costa Mesa on their respective plans. They are recognized as the official local arts agency for the County and are dedicated to strengthening the arts and arts education throughout the region.

The development of an Arts and Culture Master Plan is a multi-step process that typically includes evaluation of existing programs, community surveys, existing art community members, community meetings. Based on the data collected, the plan will provide actionable recommendations for future programming. Some of these recommendations can include guidelines for the approval, acquisition, maintenance, and display of public art along with innovative ways to nurture the artistic talents of Buena Park youth and promote inclusivity and cultural diversity.

Staff is seeking direction on preparing an RFP for an Arts and Culture Master Plan. This project is not included in the current budget. The City Council would need to approve a budget allocation for the development of this plan. An Arts and Culture Master Plan can range from \$50,000 to \$200,000 depending on the scope of services.

C. DISCUSS AND PROVIDE DIRECTION REGARDING DEVELOPMENT AND CONSTRUCTION PROCESS IMPROVEMENTS

Meeting	Agenda Group
Tuesday, April 8, 2025, 5:00 PM	STUDY SESSION Item: 9C.
Prepared By	Approved By
Matt Foulkes, Director of Community and Economic Development	Aaron France, City Manager
Presented By	
Matt Foulkes, Director of Community and Economic Development	

DISCUSSION

This study session was requested by Mayor Ahn to provide an overview of the development and construction process on private property. The Community and Economic Development Department (CEDD) consists of five divisions: Planning, Building, Code Enforcement, Economic Development/Housing and Sustainability. As it relates to development and construction activity on private property, most construction projects are reviewed by both the Planning and Building Divisions, ultimately leading to building permit issuance and construction inspections. Staffing in the Planning and Building Divisions are as follows:

Planning Division:

- (1) Planning Manager
- (2) Senior Planners
- (2) Associate Planner
- (1) Assistant Planner
- (1) Planning Technician
- (1) Senior Office Assistant

TOTAL: 8.0 FTE

Building Division:

- (1) Building Manager
- (2.5) Building Permit Technicians
- (1) Plan Check Engineer (Vacant)
- (1) Part-time Contract Plan Check Engineer
- (3) Building Inspectors

TOTAL: 8.5 FTE

Workload and Performance Metrics

Community Development tracks both workload and performance statistics to measure and report on its performance monthly. Workload metrics are a measure of the volume of work being done in the division, while performance metrics measure responsiveness. Workload metrics pertaining to the development process include the number of permits issued, number of plans reviewed, number of inspections performed and number of customers assisted. The performance metrics include plan check turnaround times, and inspection turnaround times. The performance goals for turnaround times are a 10-day turnaround for building plan check and 1-day turnaround for building inspections. In calendar year 2024, the workload and performance metrics were:

Workload:

- 1,950 Building Permits Issued
- 1,553 Building Plan Checks Completed
- 5,651 Building Inspections Completed
- 21,102 Customers Assisted (Phone and Walk-in)

Performance:

- 11-day turnaround for building plan check
- 1-day turnaround for building inspections

For most Orange County cities, the performance goal for plan check turnaround is 15 working days and the turnaround time for building inspections ranges from 1 to 3 days.

Development projects can generally be divided into two categories: projects which require a discretionary action or entitlement and those that are ministerial or 'by-right'. Examples of discretionary projects include large/complex development, or projects which do not meet the development standards contained in the City's Municipal Code and require Conditional Use Permits, Variances, Zone Changes, or a Development Agreement. These types of projects require review by the Planning Division for conformance with the Zoning Code, environmental review (CEQA), and a public hearing with the City Council, Planning Commission, or Zoning Administrator. For large projects or those that require a Zone Change, one or more community meetings are also required as part of the review process. As a result of this additional review by both internal and external agencies, projects which require a discretionary action typically take 4 to 12 months to complete the planning process prior to submitting construction plans to the Building Division for plan check and permit issuance.

In contrast, ministerial or 'by-right' projects are those that do not require any discretionary actions and can be submitted directly to the Building Division for plan check. Examples of by-right projects include most residential additions or remodels, Accessory Dwelling Units (ADU), and tenant improvements to commercial or industrial properties. The Planning Division is still part of the review process for these projects, however, that review is concurrent as part of the building plan check process and not a separate step.

Common Challenges and Issues Which Delay the Process

Although all projects are unique, often when an issue or delay occurs on a project it is because one (or more) of three common challenges have occurred. In some cases, these challenges have a compounding effect, meaning that a misunderstanding of the process or requirements at the outset of a project often leads to inaccurate design or information which extends the building plan review process.

Challenge #1 – Misunderstanding, Miscommunication, Misrepresentation of the Project

This issue is most common with smaller residential and commercial projects where the applicant is either the homeowner or business owner. For small residential projects, the Building Code allows the property owner to pull permits as an “owner/builder” and does not require the applicant to be a licensed contractor. While this can save the applicant money by not hiring a licensed contractor to perform the work, it can be difficult for a property owner or small business owner who does not have experience in construction to become confused or frustrated about the building plan check, permitting, or inspection process. Miscommunications can also arise because of a language barrier between the applicant and the building permit staff.

Another somewhat common example of this challenge is an applicant does not fully explain the proposed project to the Planning or Building Permit staff or they pose a seemingly simple question to the permit counter staff which does not fully explain the situation. In these cases, the permit counter staff have been trained to ask follow-up questions to make sure they fully understand the scope of the project, but unless all of the information is given, the answer provided by staff can lead to further misunderstanding of the process.

Challenge #2 – Inaccurate or Incomplete Plans

The Building Code does not require a licensed architect or engineer to prepare plans for certain types of residential projects. While homeowners believe that they can “save money” by hiring a designer or draftsman instead of a licensed architect or engineer, these are the projects most likely to go through multiple rounds of building plan check which ultimately delays the project and frustrates the property owner. Unfortunately, even a licensed architect or engineer may have difficulty preparing construction plans when they do not have experience in a particular construction or occupancy type. For example, an architect that primarily prepares plans for residential projects will often have trouble preparing plans for a commercial or industrial project because the applicable Building Code Sections and standards are different than the standards for residential.

The most common reason why construction plans go through multiple rounds of plan check is because the designer/architect has not provided all of the details and information required. In these cases, the plan check correction instructs the designer/architect to revise the plans to provide the missing information or details. Once provided, the City’s Plan Check Engineer may then have corrections to that new information if it does not comply with the Building Code. Another common reason why a project may go through multiple rounds of plan check is because the designer/architect has proposed a design which does not comply with the Building Code. In these cases, the City’s Plan Check Engineer will provide a correction that the plans must be revised to comply with the specified Building Code Section, but does not draw what the revision could/should look like. It is the responsibility of the design professional to provide a revised design solution for review by the City. While the City’s Plan Check Engineer usually provides plan check corrections within 11 days, it can take the design professional weeks or months to make the corrections and resubmit the plans for review. These long delays between the re-submittal of revised plans to the City result in the plan check process taking months while the time spent by the City reviewing the plans is usually a matter of weeks. It’s often the case that the homeowner or business owner is unaware that the majority of the time required for building plan check is coming from their design professional taking extended periods of time to revise and resubmit the plans and only further highlights the value of a design professional who can prepare plans which do not require more than one or two rounds of plan check to get approved plans. A review of the last three years of plan checks completed found that the majority of construction projects require two rounds of plan check. Additionally, it is the Building Division’s policy to request either an in-person or virtual meeting with the design professional if a project still has substantial corrections at the fourth round of plan check.

Challenge # 3 – Under-Performing Contractor / Communication Breakdown with Architect

The last challenge that the Building Division experiences on construction projects (large and small) are situations where the contractor is not constructing the project according to the approved plans. The stamped/approved plans for a project are a contract between the contractor who pulled the permit and the City. One copy of the stamped plans is given to the contractor for the job site, while another copy of the approved plans is retained by the City for inspection purposes. The role of the Building Inspector is to inspect the construction work at specified phases in the process to ensure that the contractor is building the project according to the approved plans. If the Building Inspector sees that the construction is not following the plans, the inspector issues a correction notice which itemizes the areas or components of the construction that need to be fixed or redone to match the approved plans. The contractor/owner also has the option to have the architect or engineer redraw the plans to match the field construction and submit a revision to the City for review. Plan revisions are required to be reviewed by the City's Plan Check Engineer and Planning Division to ensure that the revised plan still complies with the Building Code and Zoning Code. Multiple field revisions to the plans are usually the result of a breakdown in communication between the contractor and the architect or the result of a property owner/business owner requesting multiple changes to the design during the construction process. Unfortunately, changes to the approved plans by the applicant during the construction process can result in delays while revised plans are prepared and then reviewed by the City.

Additionally, while a contractor may have the required state-license to obtain permits for construction, not all contractors have experience doing all types of construction. For example, single-family residential construction is less complex compared to commercial or industrial construction so when a residential contractor attempts to do commercial or industrial work, or a contractor, who typically does single-family residential construction, works on a multi-family project, they struggle to build it according to the approved plans. Another less common, but often problematic issue is when the customer's general contractor is not actually on the job site or has hired subcontractors to do the majority of the construction work. In these situations, it is common for the construction to quickly fail to follow the approved plans because there is no one actively managing the project at the job site.

Opportunities for Improvement:

Unnecessary delays to development activity at any phase of the design or construction process is never the goal of Community Development staff. Fortunately, based on the workload and performance metrics collected by the Department over the last four years compared to the number of projects which encounter challenges requiring intervention by the Community Development Director or City Manager, it appears that most (90%+) of the construction projects are reviewed and completed with no or limited delays. While Community Development cannot prevent a property owner or business owner from hiring a poor architect or contractor or force an applicant to not change their minds on the design of a project during the construction process, there are several areas where it can continue to improve.

1. New/Improved handouts, flyers and worksheets for homeowners and small business owners about the development and construction process.
2. Translation of handouts/flyers/worksheets into Spanish and Korean to assist non-English speaking customers.
3. Improved Frequently Asked Questions (FAQ) section on the Community Development website including:
 - a. How long will it take for my project to be approved?
 - b. How much will it cost?
 - c. What types of work require a permit?
4. Development of a Business Assistance Program / Business Concierge Service
5. Development of video tutorials "how to guide" in multiple languages for posting on the website and social media.
6. Development of a guided online questionnaire to help customers understand what type of approval and permits they will need for their project.

In addition to the above items, the Planning Division is also working to update the Zoning Code to reflect new and emerging uses in the commercial/entertainment sectors, update parking requirements to reduce the need for parking variances and loosen the criteria for what projects may be reviewed 'by-right' rather than requiring a discretionary action. The goal for these updates is to streamline the planning review process to make it easier to develop and do business in Buena Park while maintaining a high level of quality and protect the health and safety of the residents and businesses. Changes to the Zoning Code will require review by both the Planning Commission and City Council and a public meeting.

Attachments

[2024 Stats Infographic.pdf](#)



Community & Economic Development Department

Calendar Year 2024 Performance



Building Division (8.5 FTE)

1,960

Building Permits Issued

1,553

Building Plan Checks completed

5,651

Building Inspections completed

\$78.2M

Construction Valuation of permits issued

11-days

Building Plan Check Turnaround time

193

Solar Permits Issued

21,102

Customers assisted @ public counter + phone

1-day

Building Inspection Turnaround time



Planning Division (8.0 FTE)

1,833

Customers assisted @ the public counter

10-days

Planning Plan Check Turnaround time

91

Avg. Active Entitlement Applications

127

New Entitlement Applications Rec'd

710

Plan Checks Completed

Workload Metrics

Online / Phone Inquiries Rec'd

659

ADU Applications Received

111

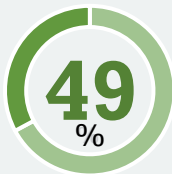


Code Enforcement Division (6.5 FTE)

Cases Open vs. Closed

10,124

Inspections completed



2 days

Avg. Inspection Turnaround time

1,429

Cases Opened

1,140

Notice of Violations

395

Citations Issued

699

Cases Closed



Economic Development Division (4 FTE)

\$3,390

Rental Assistance Funds Provided