

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

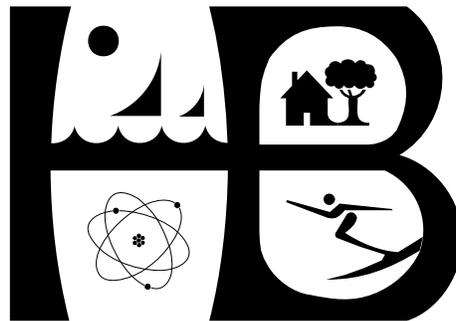
For the construction of

**12" WATERLINE REPLACEMENT ON GARFIELD AVENUE
AT FOUNTAIN VALLEY CHANNEL (D-05)**

MSC No. 476

in the

CITY OF HUNTINGTON BEACH



**2000 MAIN STREET
HUNTINGTON BEACH, CALIFORNIA 92648**

**BIDS DUE:
September 27, 2010
4:00 PM, Lower Level of City Hall
Offices of the Purchasing Division**

CITY OF HUNTINGTON BEACH

**PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of

**12" WATERLINE REPLACEMENT ON GARFIELD AVENUE
AT FOUNTAIN VALLEY CHANNEL (D-05)**

MSC No. 476

Prepared Under the Supervision of:



A large, stylized handwritten signature in black ink, appearing to read "Michael M. Kim".

**Michael M. Kim, R.C.E. No. 27998
Expires: 3-31-2012**

Date: 8-8-2010

Approved by:



A handwritten signature in black ink, appearing to read "Antonio Olmos".

**For Antonio Olmos, City Engineer, R.C.E. No. 56814
Expires: 6-30-2011**

**8/9/10
Date**

NOTE: *If there are any questions relative to this project,
please call Sharon Griffin at: 714-960-8878.*

TABLE OF CONTENTS

SECTION A

REQUEST FOR QUOTATION A-1

SECTION B

INSTRUCTIONS TO BIDDERS.....B-1

- 1. Proposal FormsB-1
- 2. Proposal GuaranteeB-1
- 3. Proposal SignatureB-1
- 4. Delivery of ProposalB-2
- 5. Return of Proposal GuaranteeB-2
- 6. TaxesB-2
- 7. Disqualification of BiddersB-2
- 8. Contractor's License RequirementB-2
- 9. ReferencesB-2
- 10. Listing of SubcontractorsB-3
- 11. Discrepancies and MisunderstandingsB-3
- 12. Equivalent MaterialsB-3
- 13. Legal ResponsibilitiesB-3
- 14. Award of ContractB-3
- 15. Material GuaranteeB-4
- 16. Execution of ContractB-4
- 17. Submission of Bonds and InsuranceB-4
- 18. AddendaB-5
- 19. Bid ProtestB-5
- 20. QuestionsB-5

SECTION C

PROPOSAL.....C-1,2

 Project Bid Schedule..... C-2.1 - C-2.2

 List of SubcontractorsC-3

 Noncollusion AffidavitC-4

 Utility AgreementC-5

 Disqualification QuestionnaireC-6

 Compensation Insurance Certification.....C-7

 Underground Service Alert - I.D. NumberC-8

 Bidder's InformationC-9,10

SECTION D

NOT USED D-1

SECTION E

SPECIAL PROVISIONSE-1

PART 1 GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS,
ABBREVIATIONS AND SYMBOLS.....E-3

1-2 DEFINITIONS

SECTION 2 - SCOPE AND CONTROL OF WORKE-3

2-1 AWARD AND EXECUTION OF CONTRACT

2-4 CONTRACT BONDS

2-5 PLANS AND SPECIFICATIONS

2-9 SURVEYING

2-10 AUTHORITY OF BOARD AND THE ENGINEER

2-11 INSPECTION

2-12 BID ITEMS

2-13 PLANS

2-14 BUSINESS LICENSE

SECTION 3 – CHANGES IN WORKE-8

3-3 EXTRA WORK

SECTION 4 - CONTROL OF MATERIALS.....E-8

4-1 MATERIALS AND WORKMANSHIP

SECTION 5 - UTILITIES	E-9
5-1 LOCATION	
5-4 RELOCATION	
5-5 DELAYS	
SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK.....	E-10
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK	
6-7 TIME OF COMPLETION	
6-9 LIQUIDATED DAMAGES	
SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR	E-11
7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES	
7-2 LABOR	
7-3 LIABILITY INSURANCE	
7-5 PERMITS	
7-8 WORK SITE MAINTENANCE	
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	
7-10 PUBLIC CONVENIENCE AND SAFETY	
SECTION 8 - FACILITIES FOR AGENCY PERSONNEL.....	E-17
8-1 GENERAL	
SECTION 9 - MEASUREMENT AND PAYMENT.....	E-18
9-3 PAYMENT	

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS	E-22
200-1 ROCK PRODUCTS	
200-2 UNTREATED BASE MATERIALS	
SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS	E-22
201-1 PORTLAND CEMENT CONCRETE	
SECTION 203 - BITUMINOUS MATERIALS	E-23
203-6 ASPHALT CONCRETE	
SECTION 207 – PIPE.....	E-23

- 207-2 REINFORCED CONCRETE PIPE (RCP)
- 207-9 IRON PIPE AND FITTINGS
- 207-19 POLYETHYLENE (PE) SOLID WALL PIPE

PART 3 CONSTRUCTION METHODS

SECTION 300 – EARTHWORK.....E-25

- 300-1 CLEARING AND GRUBBING
- 300-2 UNCLASSIFIED EXCAVATION

SECTION 302 – ROADWAY SURFACING.....E-

26

- 302-1 COLDMILLING OF EXISTING PAVEMENT
- 302-5 ASPHALT CONCRETE PAVEMENT

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION.....E-28

- 306-1 OPEN TRENCH OPERATIONS
- 306-5 ABANDONMENT OF CONDUITS AND STRUCTURES

SECTION 310 - PAINTINGE-31

- 310-5 PAINTING VARIOUS SURFACES

- APPENDIX A DOWNLOAD PUBLIC WORKS STANDARDS**
- APPENDIX B DOWNLOAD PROJECT PLANS AND SPECIFICATIONS**
- APPENDIX C DOWNLOAD DE MINIMUS PERMIT FROM REGIONAL WATER
QUALITY CONTROL BOARD**
- APPENDIX D SAMPLE CITY BUSINESS LICENSE APPLICATION**
- APPENDIX E INSURANCE AND INDEMNITY REQUIREMENTS**
- APPENDIX F BOND FORMS**
- APPENDIX G SENATE BILL 1563**
- APPENDIX H LOCATION MAP**
- APPENDIX I INFORMATION PHOTOGRAPHS**
- APPENDIX J PERMITS**
- ~~**APPENDIX K**~~
- ~~**APPENDIX L**~~
- ~~**APPENDIX M**~~
- ~~**APPENDIX N**~~
- ~~**APPENDIX O**~~
- APPENDIX P AGENCY STANDARD PLANS**
- ~~**APPENDIX Q**~~
- APPENDIX R SURVEY MONUMENT RECORDS**
- APPENDIX S DOWNLOAD CCTV VIDEO**



**PURCHASING DEPARTMENT
CITY OF HUNTINGTON BEACH
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648-2702**

10-0927
Show this number on outside of
your envelope.

REQUEST FOR QUOTATION

Enter the following:
Name of Company & Address

Date: Sept. 8, 2010
Bids will be received until 4:00pm
Sept. 27, 2010
at the office of the Purchasing
Division Lower Level City Hall
Sharon Griffin/Buyer
sgriffin@surfcity-hb.org

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		The City of Huntington Beach is requesting quotations for a 12" Waterline Replacement on Garfield Avenue at Fountain Valley Channel (D-05), #MSC 476 per the attached specifications and drawings.		
		Pricing will be based upon non-prevailing wage rates.		
		The Agency will deduct a 10% retention from all progress payments. The Contractor may substitute an escrow holder surety of equal value to the retention in accordance with the provisions of the California Government Code, Section 4590. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.		

Submission of Responses: Each submittal shall be in a sealed package marked " BID #10-0927. Bids must be submitted not later than 4:00pm to:

Buyer: Sharon Griffin
City of Huntington Beach/Purchasing Division
2000 Main St
PO Box 190
Huntington Beach CA 92648

Any questions regarding the specification, exceptions or approved equals must be put in writing to the above buyer. If the bidder is responding from our Website you must notify the appropriate buyer, which is listed on the front page of the RFQ. This is to notify the bidder of any addendums that may occur during the bidding process.

All quotations must be signed

	_____	Total _____
	Signature	SalesTax _____
Delivery to be made on or before:	_____	Total _____
	Print Name	Terms _____% _____ days
_____	Title _____	Email: _____
or _____ days from receipt of order.	Date _____	
	Phone Number _____	

**EMAIL AND FAXED
BIDS ARE NOT ACCEPTED**

THIS IS NOT AN ORDER



PURCHASING DEPARTMENT
CITY OF HUNTINGTON BEACH
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648-2702

«RFQ»
QUOTATION NUMBER

VENDOR NAME
«Company»

REQUEST FOR QUOTATION

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		No bid shall be considered unless it is prepared on the approved Proposal forms in conformance with Instructions to Bidders. The bid must be accompanied by a certified check, cashier's check, or bidder's bond made payable to the AGENCY for an amount no less than 10% of the amount bid. The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License Class A at the time of the bid opening. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.		

**CITY OF HUNTINGTON BEACH
INSTRUCTION TO BIDDERS**

ALL PAGES OF THE BID MUST BE RETURNED

Quotations are requested for furnishing the items described in accordance with terms set forth herein. All quotations must be F.O.B. delivered. The detailed specifications or brand names or numbers given herein is descriptive and indicates quality and style of item required. Offer to supply articles substantially the same as those described herein will be considered provided the articles offered are equal in quality, durability, and fitness for the purpose intended. Acceptability of alternates will be determined solely by the City of Huntington Beach

EXAMINATION OF BID Each bidder is responsible for examining the invitation to bid and submitting its bid complete and in conformance with these instructions.

DISCREPANCIES IN BID DOCUMENTS Should bidder find discrepancies in, or omissions from the invitation to bid, or if the intent of the invitation is not clear, and if provisions of the specifications restrict bidder from bidding, they may request in writing that the deficiency(s) be modified. Such request must be received by the City's Central Service Manager five (5) days before bid opening date. All bidders will be notified by addendum of any approved changes in the invitation to bid documents.

ORAL STATEMENTS The City of Huntington is not responsible for oral statements made by any of their employees or agents concerning this invitation to bid. If the bidder required specific information, bidder must request that it be supplied in writing by the City of Huntington Beach.

BRAND NAMES AND SPECIFICATIONS The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described herein provided the articles are equal in quality, durability, and fitness from the variation in the bid. Acceptability of alternate will be determined solely by the City of Huntington Beach. Bidder must submit specifications when bidding alternative equipment.

RIGHT TO REJECT City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability, or performance of the items.

SAMPLES Samples if items, when requested or required, must be furnished to the city free of expense to the city and, if not destroyed by tests will, upon request, be returned at the bidder's expense.

PRICES Individual item pricing must be shown for each line item. In case of error in extension of prices, unit price will govern. All prices must be firm for the contract term unless the city specifically provides for adjustment. Any proposed pricing adjustment shall be submitted to the City Representative in writing at least thirty (30) days prior to the proposed date of increase. All quotations must be FOB delivered.

FORM OF BID AND SIGNATURE The bid must be made on this form only. Bid should be enclosed in a sealed envelope, showing the Request for Quotation Number in the lower left corner, and addressed to the City of Huntington Beach, 2000 Main street, Huntington Beach CA 92648-2702, Attn: Purchasing. This bid must be signed by an officer or authorized employee. Bids may be rejected if this form is not signed.

SUBMISSION DATE AND WITHDRAWAL OF BIDS Each bid must be delivered to the location and received on or before the due date and time stated. Bids may be withdrawn without prejudice, providing the Central Service Division receives the written request no later than the time set for opening bids. Withdrawals will be returned to bidder unopened. **FAXED BID IS NOT ACCEPTABLE.**

AWARD OF CONTRACT The City reserves the right to award this Contract by item or in its entirety, whichever is in the best interest of the City

Insurance Certificate is not required with submittal of Request for Quotation, Awarding vendor will be required to submit for approval before commencement of work.

CITY OF HUNTINGTON BEACH

Email: Justin.Wessels@surfcity-hb.org
Phone: 714-374-5378 Fax: 714-536-5212

Insurance Requirements vary for different applicants. Please see the below listed applicant types followed by the insurance requirements.

City of Huntington Beach Resolution 2008-63 requires that contractors, permittees, licensees/lessees and vendors have an approved Certificate of Insurance on file with the City of Huntington Beach for the issuance of any permit or city contract.

The insurance certificate must be approved by the City Attorney's Office as to meeting all of the city's insurance requirements. An original certificate is required or a PDF version attached to an email may be forwarded. If the insurance certificate is faxed, it must come directly from the insurance provider to the City of Huntington Beach. All insurance must be from a California admitted carrier with a current A.M. Best's Rating of no less than A:VII

1. CONTRACTORS – Any persons or entities or Contract with the City and/or provide service to the City which are readily available and efficiently procured by competitive bidding.

Requirements: General Liability, Workers' Compensation, Auto Liability, Additional Insured Endorsements

2. DESIGN PROFESSIONALS- Professional Service contractors who contract with the City and/or provide architectural and/or engineering services to the City.

Requirements: Errors and Emissions (Professional Liability) \$1,000,000 coverage

3. LICENSEES/LESSEES – any person or entities who make contract with the city for the use of public property.

Requirements: General Liability, Workers' Compensation, Property Insurance, Additional Insured Endorsement

4. PERMITEES – any persons or entities who make application to the City for any use of encroachment upon any street, waterway, pier, or City property.

Requirements: General Liability, Workers' Compensation, Auto Liability, Additional Insured Endorsements

5. Professional Services – means those services, which involve the exercise of professional discretion and independent judgment on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to Huntington Beach Municipal Code Section 3.02. Such Services shall include but not be limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.

Requirements: Errors and Emissions (Professional Liability) \$1,000,000 coverage

Private Property Work Permit Requirements – If the planned work does not involve public property or its right-of-way (e.g. sidewalk/street), the Workers' Compensation Certificate is the only insurance requirement. However, if the work site is adjacent or attached to public property, the City Attorney's Office must be informed for consideration of liability and decides whether or not to approve the certificate with a specific "Private Property Only" approval stamp.

- **General Liability (G/L)** – The general liability requirement is for \$1,000,000 with “per occurrence” type claims coverage and a separate “Additional Insured Endorsement” page listing both the policy number and naming the “*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*” as additional insured on the endorsement. (see below for Additional Insured requirements)
- **Additional Insured Endorsement Requirements** – The City, its officers, elected or appointed officials, employees, agents and volunteers are to be specifically named and covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees. The endorsement should include the policy number it correlates to.
- **Primary Insurance** – General Liability Insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the submitted insurance and shall not contribute with it.
- **Description of work** – The staff contact and purpose of the evidence of coverage must be identified on the certificate of insurance.
- **Automotive Insurance** – Automobile insurance requirement is for \$1,000,000 and a separate “Additional Insured Endorsement” page listing both the policy number and naming the “*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*” as additional insured on the endorsement. The City of Huntington Beach has a zero deductible/SIR requirement.
- **Worker’s Compensation Insurance (W/C)** – The Worker’s Compensation insurance requirement is the State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence. Certificate holder listed on the certificate is:
City of Huntington Beach, 2000 Main St., Huntington Beach, CA 92648.
If your organization/company has no compensated employees working on the project, you may complete and return a “Non-Employer Status” form to be used in lieu of a W/C insurance certificate.
- **Cancellation Clause Notice** – The cancellation clause must contain a thirty (30) day notice. A ten (10) day notice for non-payment of premium is acceptable in combination with 30 day notice.
- **Professional Liability** – Coverage must be provided at a minimum of \$1,000,000 per occurrence and in the aggregate.
- **Deductibles**– The following deductibles are acceptable and all others must be removed from the insurance policy or a waiver can be requested (see below) :
 - **General Liability** - \$5,000
 - **Auto Liability** - \$1,000
 - **Professional Liability/Errors & Emissions** - \$10,000
- **Waiver Procedure** – If unable to comply with a requirement, the “INSURED” may request a waiver of a specific requirement. The Insurance Waiver form is an internal form that the City of Huntington Beach will complete. (see following page for waiver form) **The exception to the waiver is the G/L & Auto “Additional Insured Endorsement” page.**
 -

Waiver Procedure

To request a waiver, indicate here and provide a brief description (1 – 2 sentences) of the proposed work/project, its dollar value (if not a specific dollar amount, use an average, annual estimate or non-profit) and projected timeframe (per job or as-needed basis).

For substantial dollar deductible/SIR amounts, a financial statement is required (Balance Sheet, Budget Reports, Dun & Bradstreet Report, etc.).

Waiver Requested: _____

Encroachment Permit Private Property Work Permit Consultant Services

Other: _____

Proposed Work: _____

Dollar Value: _____

Projected Timeframe: _____

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY may reject any proposal not meeting these requirements. The bid shall be filed with the Purchasing Division, Lower Level of City Hall, 2000 Main Street, Huntington Beach, California, which shall be endorsed with the Project Title, Bid # 10-0927 and MSC Number as it appears on the Notice Inviting Sealed Bids. The sealed envelopes will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present at the opening. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, that it has been executed by the bidder or his duly authorized representative, and that it is filed with the AGENCY.

2. Proposal Guarantee

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10% of the total amount named in the proposal. Any proposal not accompanied by such a guarantee will not be considered. Said check or bond shall be made payable to the AGENCY, and shall be given as a guarantee that the bidder, if awarded the Work, will enter into a contract within 10 working days after the award and will furnish the necessary bonds as hereinafter provided. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

3. Proposal Signature

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the copartnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

4. Delivery Of Proposal

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

"SEALED BID"
#10-0927
Attn: Purchasing Division

for

**12" WATERLINE REPLACEMENT ON GARFIELD AVENUE
AT FOUNTAIN VALLEY CHANNEL (D-05)**

in the

CITY OF HUNTINGTON BEACH - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

5. Return Of Proposal Guarantees

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. Within 10 working days after the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

6. Taxes

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. Disqualification Of Bidders

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

8. Contractor's License Requirement

This project requires the Contractor to possess a valid State of California contractor's license of the proper classification in accordance with the provisions of Public Contract Code Section 10164.

9. References

All reference information called for in the bid proposal must be submitted with the bid proposal.

10. Listing Of Subcontractors

Bidders shall list in the bid proposal the name and place of business of each subcontractor who will perform work or labor or render services for the Contractor in an amount in excess of one-half of one percent of the Contractor's total bid or \$10,000, whichever is greater.

11. Discrepancies And Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

12. Equivalent Materials

Requests for the use of equivalents to those specified, must be submitted to the AGENCY 10 working days prior to the need of such materials. Within that time, the AGENCY will issue a written response indicating approval or disapproval of such request. It is the sole responsibility of the successful bidder to prove to the AGENCY that such a material is truly an equivalent.

13. Legal Responsibilities

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

14. Award Of Contract

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

15. Material Guarantee

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the AGENCY. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the AGENCY before acceptance of the contract by the AGENCY. Upon completion of the contract, the amounts of the two contract bonds required in Section 2-4, "CONTRACT BONDS," of the Standard Specifications for Public Works Construction, may be reduced to conform to the total amount of the contract bid prices for the items of work to guaranteed, and this amount shall continue in full force and effect for the duration of the guarantee period. However, the Labor and Material Bond can not be reduced until the expiration of 35 days after the date of recordation of the Notice of Completion.

16. Execution Of Contract

The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications within 10 working days from the date of the award. Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

17. Submission Of Bonds And Insurance

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within 10 working days from the award of contract. See Appendix F for the City approved Payment and Performance Bond Forms. The Contractor may use any standard form for the Bid Bond. The successful bidder shall provide a certificate stating that the bonding company is admitted to do business in the State of California. This certification may be obtained from the Executive Officer and Clerk of the Superior Court at the following address & phone:

Orange County Superior Court
Probate Court Operations
341 The City Drive
P.O. Box 14171
Orange, CA 92613-1571
(714) 935-6061, Contact Linda C. Wallace

Prior to the issuance of the Notice to Proceed, the AGENCY must be furnished with a *Policy Endorsement*, from the successful bidder's insurance company, naming the AGENCY as an additional insured.

18. Addenda

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and may result in its rejection by the AGENCY.

19. Bid Protest

To be considered timely, a bid protest must be filed within the following time limits:

- (a) Protests based upon alleged defects or improprieties in the bid documents shall be filed prior to the date of bid opening.
- (b) All other protests must be filed within five calendar days after the protester knew or should have known the basis of the protest, but no later than five calendar days after the date of when the Bids were due to the AGENCY.

20. Questions

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Buyer listed on the RFQ form up to five working days prior to the bid opening. Questions asked of the Buyer after this time will not be addressed.

SECTION C

PROPOSAL

for the
**12" WATERLINE REPLACEMENT ON GARFIELD AVENUE AT FOUNTAIN
VALLEY CHANNEL (D-05)**

MSC No. 476

in the
CITY OF HUNTINGTON BEACH

**TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF
HUNTINGTON BEACH:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefore, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Huntington Beach. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Huntington Beach, and to enter into a contract at the following prices. The undersigned agrees to complete the work within Twenty (20) working days, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will readvertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find _____ in the amount of \$_____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

**SECTION C
PROJECT BID SCHEDULE**

**12" WATERLINE REPLACEMENT ON GARFIELD AVENUE
AT FOUNTAIN VALLEY CHANNEL (D-05)**

**MSC No. 476
BID ITEMS**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ _____	\$ _____
2	Construction Survey and Survey Monument Preservation	1	LS	\$ _____	\$ _____
3	Construction Traffic Control Plan	1	LS	\$ _____	\$ _____
4	Construction Traffic Control	1	LS	\$ _____	\$ _____
5	Traffic Striping and Marking	1	LS	\$ _____	\$ _____
6	Burst in Place 12" Transite Pipe includes furnishing and installing 14" HDPE Pipe (PE 3408, SDR 11, IPS, Flange Both Ends), sawcutting and removal of pavement, excavation and bracing, removal and legally disposing of interfering transite pipe, construction of temporary blow-offs and appurtenances, backfilling, chlorination, flushing and testing of new HDPE pipe as shown on these plans, complete and in place.	1	LS	\$ _____	\$ _____
7	Furnish and Install 24" dia. x 8ft long RCP Sleeve with foam inserts, including all appurtenances, sawcutting and removal of pavement, excavation and bracing, removal and legal disposal of interfering transite pipe, plugging / unplugging of channel weep-holes, backfilling as shown on these plans, complete and in place.	2	EA	\$ _____	\$ _____
8	Remove Existing Blow-Off Assemblies.	2	EA	\$ _____	\$ _____
9	Furnish and Install 12" Flanged Flex Connector (EBAA Iron Flex-Tend or approved equal) and 12" x 14" D.I. Flanged Reducers, including all thrust restraint, fittings, protective grease and wrapping, cathodic protection and appurtenances as shown on these plans, complete and in place.	2	EA	\$ _____	\$ _____

**SECTION C
PROJECT BID SCHEDULE**

**12" WATERLINE REPLACEMENT ON GARFIELD AVENUE
AT FOUNTAIN VALLEY CHANNEL (D-05)**

**MSC No. 476
BID ITEMS**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
10	Abandon Existing Chlorine Taps at Main	2	EA	\$ _____	\$ _____
11	Imported Trench Backfill and Compaction if required by the city includes, furnishing approved import backfill material, trucking, placement, compaction, and testing, complete and in place.	260	CY	\$ _____	\$ _____
12	Const. 10" A.C. Pavement includes furnishing approved AC materials, milling operations, trucking, spreading, rolling, tack coat, raising all valve box lids or utilities to grade, compaction, and testing as shown on these plans, complete and in place.	50	TN	\$ _____	\$ _____
13	Const. 12" Aggregate Base includes furnishing approved aggregate materials, trucking, spreading, compaction, and testing as shown on these plans, complete and in place.	60	TN	\$ _____	\$ _____

TOTAL BASE BID AMOUNT IN FIGURES, BASIS OF AWARD:
\$ _____

TOTAL BASE BID AMOUNT IN WORDS:

Notes: All extensions of unit prices will be subject to verification by Owner. In case of a discrepancy between the unit price and the extension, the unit price will govern.

The Owner reserves the right to reject any or all proposals and bid items.

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder

Signature of Bidder

Address of Bidder

Subscribed and sworn to before me this _____ day of _____, 201__ .

NOTARY PUBLIC _____

NOTARY SEAL

UTILITY AGREEMENT

**HONORABLE MAYOR AND CITY COUNCIL
CITY OF HUNTINGTON BEACH, CALIFORNIA**

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the 12” WATERLINE REPLACEMENT ON GARFIELD AVENUE AT FOUNTAIN VALLEY CHANNEL (D-05), (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Contractor

By

Title

Date: _____

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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.

Contractor

By

Title

Date: _____

**UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER**

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** or **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

Contractor

By

Title

Date: _____

Note: *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request.*

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City, State Zip

()

Telephone Number

State Contractor's License No. and Class

Original Date Issued

Expiration Date

The work site was inspected by _____ of our office on _____, 201__.

The following are persons, firms, and corporations having a principal interest in this proposal:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions and the **“GREENBOOK” Standard Specifications for Public Works Construction**, latest edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

*BNI Publications, Inc.
10801 National Blvd., Ste. 100
Los Angeles, California 90064
(310) 202-7775*

or

*1612 S. Clementine St.
Anaheim, CA 92802
714-517-0971*

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

WORK DESCRIPTION

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The primary scope of work includes replacement of existing 12” Transite waterline with 14” High Density Polyethylene (HDPE) by pipe bursting method, and installation of flexible couplings, joints reducers, cathodic protection and thrust restraint, removal of existing blow-offs, chlorine taps, and removing and disposing of the interfering portions of existing Transite Watermain, installation of temporary blow offs, shoring, excavating, dewatering, removal and disposal of unsuitable excess native or importing of backfill, testing, backfilling and compaction, the reconstruction of AC road pavement, traffic striping and markings, barricades, traffic control, and all appurtenant related work.

The materials furnished and used shall be new except as specifically provided on the plans.

Should any items or details to make a complete installation be found missing from the specifications, same shall be supplied as if distinctly specified.

Before starting any construction, the Contractor shall notify the City Engineer in writing, giving the name, address, and telephone number where he can be reached when work is not in progress as well as giving twenty-four (24) hours notice prior to commencing any construction. Should the progress of the work cease for more than a normal working day, the Contractor shall again notify the City Engineer as to when the work will again begin. Any work done without proper notification shall be subject to disapproval by the City Engineer.

Other items of work or details not mentioned above that are required by the plans, Standard Specifications or these Special Provisions, shall be performed, placed, constructed or installed.

The Contractor shall be responsible to call Underground Service Alert at 1-800-422-4133 a minimum of 5 (five) working days prior to any construction.

Temporary Plugging of Weep-holes in OCFCD Channel

The City's Encroachment Permit from Orange County Flood Control District (OCFCD) allows temporary access for plugging the weep-holes as depicted on the project plans and OCFCD permit. The Contractor will need to obtain authorization and coordinate with OCFCD for inspection to conduct this work within the channel bottom. The conditions of the OCFCD permit are presented as an Appendix J to these specifications. The compensation for temporary plugging of weep-holes in the OCFD Channel shall be included in the bid for trench excavations and no additional compensation will be allowed therefore.

Temporary Blowoffs

For the proposed watermain, 4-inch temporary blow-offs shall be used. Temporary and permanent blow-offs used to drain the proposed watermains shall be hard piped to drain directly into storm drain catch basins or storm drain manholes. Flush water shall be de-chlorinated prior to being released into the storm drains. The design plans provide suggested locations for temporary blow-offs. If the contractor wishes to not use these suggested locations, then their plan must be submitted and approved by the Engineer. The compensation for temporary blow-off shall be included in the bid for bursting in place 12" Transite Pipe and installing 14" HDPE pipe and no additional compensation will be allowed therefore.

Hydrotest, Chlorination, De-Chlorination, Flushing, and Bacteriological Testing

The City shall provide water to the Contractor free of charge for the first cycle of hydro testing, chlorination and flushing. Water for subsequent re-tests shall be metered and charged to the Contractor. All expense for chlorination and de-chlorination of subsequent bacteriological test shall be born by the Contractor.

If a section of pipeline fails three consecutive cycles of chlorination, dechlorination and testing, the pipeline shall be mechanically cleaned at the Contractors expense prior to the next cycle of chlorination, dechlorination and testing. The compensation for hydrotest, chlorination, dechlorination, flushing and bacteriological testing shall be included in the bid for bursting in place 12" Transite Pipe and installing 14" HDPE pipe and no additional compensation will be allowed therefore.

PART 1 GENERAL PROVISIONS

SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Huntington Beach.

Board - The City Council of the City of Huntington Beach.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

Engineer - The City Engineer of the City of Huntington Beach or his authorized representative.

Plans – Construction drawings approved by the Engineer.

Specifications – Includes the Standard Specifications, Special Provisions, Addenda, and other contract documents, collectively.

SECTION 2 SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

[Replace with the following:].

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS

[Add the following:].

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 35 days after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control 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 this control set to show the as-built conditions. 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. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, latest edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

*State of California - Department of General Services
Publications Distribution Unit
P.O. Box 1015
North Highlands, California 95660*

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Huntington Beach, and where applicable, the following:

Standard Plans for Public Works Construction (Greenbook), published by the American Public Works Association, latest edition.

Standard Plans, published by the Orange County Environmental Management Agency.

Standard Plans, published by the State Department of Transportation, latest edition.

Applicable Standard Plans for this project are contained in Appendix P of these Special Provisions.

2-5.1.1 Agency Supplied Plans and Specifications

The City shall supply no more than 5 sets of plans and specifications for the Contractor's use. Additional copies are the responsibility of the Contractor. The Contractor may elect to reproduce existing sets, or purchase additional sets directly through the City's reprographics company.

2-5.3 Submittals

[Add the following:].

The contractor shall submit the names and addresses of all suppliers of mineral construction materials, and the mine from which the materials were obtained, along with a copy of the Office of Mine Reclamation AB3098 List showing that the mining operation is listed, prior to delivering any mineral construction materials to the project site. This documentation regarding the AB3098 List shall be made a part of every submittal required on the project that includes mineral construction materials. Failure to identify the supplier and the mine may result in rejection of the submittal.

2-9 SURVEYING

2-9.1 Permanent Survey Markers

[Revise the first three sentences of the first paragraph to read:].

The Contractor shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, property line and corner survey markers and bench marks. The Contractor at their cost, shall file a Corner Record referencing survey monuments subject to disturbance in the office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, property line and corner survey markers, or bench marks without the consent of the Engineer or the owner on Private Contracts.

[Add the following:].

When the contract does not include a pay item for the adjustment of monuments to finished grade and unless otherwise provided for in the specifications, full compensation for said adjusting shall be included in the price bid for other items of work and no additional compensation will be allowed therefor.

The contractor shall be responsible for the replacement of any survey benchmark, monument or property line and corner survey marker that is destroyed as a result of their operations.

A survey benchmark is defined as any permanent point used by the National Geodetic Survey (NGS), National Oceanic and Atmospheric Administration (NOAA), California Department of Transportation (Caltrans), Orange County Surveyors (OCS), City of Huntington Beach Public Works Department, or by any other public agency to establish or perpetuate a vertical datum; said point is typically a 3 3/4" aluminum disk with said agency's stamping. Datum information for public viewing is on file at said agency.

A survey monument is defined as any permanent point as shown on file at the NGS, NOAA, Caltrans, OCS, City of Huntington Beach Public Works Department or any other public agency; said point being used to establish or perpetuate horizontal control. These points include but are not limited to centerline street monuments or accessories to said centerline street monuments (i.e. tie points), property corners or accessories to said corners, or monuments established in connection with the Orange County Geodetic Control Network or accessories to said monuments.

These points shall be tied out and replaced by a licensed Land Surveyor or a licensed Civil Engineer authorized to practice land surveying pursuant to sections 8700 to 8806 of the Business

and Professions code of the State of California (Land Surveyors Act). The Corner Records produced from said tie-out and replacement survey shall be furnished to the City of Huntington Beach Public Works Department as well as filed with the office of the County Surveyor indicating responsible charge (stamped), within 60 days of the final survey.

2-9.2 Survey Service

[Replace the first paragraph with the following]

Except for private contracts, the Contractor will be responsible for the accuracy of surveying adequate for construction, however the task of surveying itself shall be performed under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor.

[Replace the second and third paragraphs with the following paragraph:].

All construction surveying will be performed by or under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor.

Monument preservation surveying necessary to complete the work shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor. The AGENCY reserves the right to direct additional construction survey to be performed when it feels it is required to adequately construct the work.

All costs to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing monuments or accessories to monuments or costs associated with the preparation or filing of Corner Records pursuant to sections 8700 to 8806 of the Business and Professions Code shall be included in the bid item for survey monument preservation.

Payment for survey monument preservation shall be per the contract lump sum bid price and no additional compensation will be allowed therefor. When the contract does not include a pay item for monument preservation and unless otherwise provided in the specifications, full compensation for all monument preservation required to complete the work shall be included in the price bid for other items of work and no additional compensation will be allowed therefor.

2-10 AUTHORITY OF BOARD AND THE ENGINEER

[Add the following].

The Contractor shall give at least 24 hours advance notice when he or his subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

2-11 INSPECTION

[Delete the second sentence and add the following.]

If the Contractor elects to work under this contract more than 8 hrs./day or more than 40 hrs./week, Saturday, Sunday, or AGENCY holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay **Special Inspection Fees** which will be charged at the following rates:

4 hrs. or less/day - \$465.00

4 hrs. to 8 hrs./day - \$880.00

Holidays

4 hrs. or less/day - \$ 565.00

4 hrs. to 8 hrs./day - \$1,125.00

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 24 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements will be waived.

[Add the following Subsections].

2-12 BID ITEMS

No separate payment will be made for compliance with the Specifications. All costs shall be included in the prices named in the Bid Schedule for various appurtenant items of work.

Each respective bid item as shown on the proposal form shall comply with the respective section of Standard Specifications, its supplements, and any other publication as specified. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

2-13 PLANS

The location of the work, its general nature and extent, and specific details of the various features are shown on the plans.

Any conflict or contradiction among the requirements on the drawings shall be brought to the attention of the City Engineer. The City Engineer shall have total discretionary power to establish the intent of the plans and his decision will be final in accordance with the General Provisions, Part I, of the Standard Specifications.

2-14 BUSINESS LICENSE

The Contractor shall obtain a City Business License and pay all costs involved with obtaining it.

**SECTION 3
CHANGES IN WORK**

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.3 Markup.

[Delete Subsection in total and replace with the following:].

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

- 1) Labor 20
- 2) Materials15
- 3) Equipment Rental15
- 4) Other Items and Expenditures15

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

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

**SECTION 4
CONTROL OF MATERIALS**

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Maintenance Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Maintenance Bond, that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount

shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Maintenance Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Maintenance Bond within 10 working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Maintenance Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

4-1.4 Test of Materials

[Replace the third sentence of the first paragraph with the following:].

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of initial testing of material and workmanship which are required by 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.

4-1.6 Trade Names or Equals

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

SECTION 5 UTILITIES

5-1 LOCATION

[Replace the first sentence of the last paragraph with the following:].

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate.

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work.

5-4 RELOCATION

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

SECTION 6 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10 working days after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The time within which the Work must be completed by the Contractor is fixed at Twenty (20) working days, including pipe delivery, starting from and after the date in the Notice to Proceed with the Work, issued by the AGENCY to the Contractor, exclusive of maintenance periods.

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. 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 either a requested or emergency 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. The service fees will be deducted from any amounts due the Contractor.

Parking prohibitions on all roadways, where parking is currently permitted, shall be confined to the hours between 7:00 AM and 5:00 PM.

The following roadways are considered to be arterials for purposes of this project:

- Garfield Avenue (Major Arterial)

6-9 LIQUIDATED DAMAGES

[Amend the liquidated damage amount to read:].

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$1,000.

Execution of the Contract shall constitute agreement by the Agency and the Contractor that \$1,000 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. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

[Add the following:].

A noise level limit of 95 dbl. at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Contractor shall comply with the California Air Resource Board's regulations for off-road diesel vehicles, including but not limited to its idling policies.

7-2 LABOR

7-2.2 Laws

[Add the following:].

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

[Delete the entire subsection and replace with the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's Resolution Number 2008-63 and any amendments thereto, contained in Appendix E of these Special Provisions and incorporated herein as if fully set forth.

Except as provided in Section 6-10 of the Greenbook, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

The cost of this insurance shall be included in the Contractor's Bid.

7-5 PERMITS

[Delete the entire subsection and replace with the following:].

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The contractor is responsible to manage the construction site in accordance with the city's National Pollutant Discharge Elimination System (NPDES) Permit and Municipal Code Chapter 14.25 - Stormwater and Urban Runoff Management ordinance. The purpose of the NPDES permit and ordinance is the improvement of water quality through the control of pollutants. Without exception, discharges of stormwater from a construction site into the storm drain system (gutter) or a receiving waterbody are prohibited if the discharge contains pollutants that have not been reduced to the maximum extent practicable through the implementation of BMPs. It is the contractor's responsibility to implement a combination of BMPs to control erosion and sediment transport, and pollutants from materials and waste management storage and activities.

The **CONTRACTOR** shall comply with the Santa Ana Regional Water Quality Control Board Order No. R8-2009-0030 NPDES NO. CAS618030. The **CONTRACTOR** shall be responsible for the submission of required filing information to the City of Huntington Beach at least 20 working days prior to the start of any de-watering activities that are covered under the NPDES Permit. The **CONTRACTOR** shall be responsible for the implementation of all field activities

associated with NPDES Permit compliance, including the implementation of all BMPS and the monitoring and sampling requirements. The sampling results shall be presented to the City of Huntington Beach within one week after samples are collected for reporting to the Regional Water Quality Control Board.

The Contractor shall be responsible for complying with all requirements of Caltrans Standard Specifications Section 7-1.01G, "Water Pollution," and the "Caltrans Storm Water Quality Handbook, Construction Contractor's Guide and Specifications," effective November 2000 and subsequent revisions, for development and implementation of the Water Pollution Control Program (WPCP).

Full compensation for obtaining and conforming with the requirements of this section shall be included in other items of work and no additional compensation will be made therefore. No separate or additional compensation will be made for AGENCY permit and inspections, nor permits, licenses, inspections, certificates, or authorizations required by any other governing body or entity.

7-8 WORK SITE MAINTENANCE

7-8.1 General

[The first paragraph is amended to read:].

City of Huntington Beach Municipal Code Section 8.21.020 specifies that the collection of refuse and recyclable waste material shall be performed exclusively by the City Refuse Collector. The City of Huntington Beach has granted exclusive franchise for solid waste removal to Rainbow Disposal Co., Inc. Rainbow Disposal (714-847-3581) is the only refuse hauling company authorized to provide trash bins, drop-off boxes, and roll-off containers for construction and demolition disposal in Huntington Beach.

The construction companies that generate construction and demolition waste and have their own manpower and equipment to safely convey it to a permitted and approved landfill or recycling site and all hazardous waste are excluded from this provision. Any such companies providing their own manpower and equipment for construction and demolition waste removal must clearly mark the equipment used in Huntington Beach with their company name and telephone number.

[The second paragraph is amended to read:].

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

7-8.5.3 Spill Prevention and Emergency Response Plan

[Add the following:].

Secondary containment shall be provided with portable toilets.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Delete the second paragraph and substitute with the following:].

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

[Delete the last paragraph and substitute the following:].

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

[Add the following:].

All traffic control shall be in accordance with the latest edition of the following documentation: **Caltrans Manual on Uniform Traffic Control Devices (MUTCD); Sign Specifications, Standard Plans, Standard Specifications; American Public Works Association Southern California Chapter – Work Area Traffic Control Handbook.**

Traffic and Access to private/commercial properties and residential tracts shall be maintained at all times during construction. Provide temporary access ramps during construction to affected properties and tracts by providing trench plating or temporary AC.

Within 30 calendar days after notification of award, the Contractor shall submit, for review and approval by the Engineer, a Traffic Control Plan. The Traffic Control Plan shall be signed and stamped by a civil engineer familiar with the preparation of traffic control plans and licensed by the State of California. The plans shall incorporate, as a minimum, the following requirements of Section 7-10.3.

Upon approval of the Traffic Control Plan by the City of Huntington Beach, the contractor must submit the plan to the City of Fountain Valley for approval. Upon approval of the traffic control plan, approval of the Contractor's schedule by the City and execution of the Contract documents by both parties, the City will issue a Notice to Proceed specifying the Contract start date (first day of work).

Full compensation for conforming to this requirement shall be included in the lump sum price bid for Construction Traffic Control Plan and no additional compensation will be allowed therefor.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

Prior to the start of construction, the Contractor shall inform the AGENCY's Police and Fire departments of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency.

POLICE DEPARTMENT: *Watch Commander @ (714) 960-8809*

FIRE DEPARTMENT: *Battalion Chief/Development @ (714) 536-5411*

ORANGE COUNTY TRANSPORTATION AUTHORITY: *Operations Division Stops and Zones, Mr. Bill Batory @ (714) 560-5912*

Information signs shall be required on all arterial streets one week prior to beginning of roadway construction projects.

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.

Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

Prior to the beginning of work, the Contractor shall execute the provided construction traffic control plan prepared per current AGENCY guidelines to safely prosecute the construction work involved with a minimum of inconvenience to the motoring public.

Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the California Vehicle Code, the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", and the State of California Department of Transportation Standard Plans and the current Work Area Traffic Control Handbook (a.k.a the WATCH Manual).

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36" X 36" in size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

7-10.3 Street Closures, Detours, Barricades

[Add the following:].

Construction Traffic Control Plans shall be prepared in accordance with the AGENCY's latest Traffic Control Plan Preparation Guidelines and shall be reviewed and approved by the Engineer. The Contractor shall submit the plans to the Engineer for approval or correction at least 10 working days before approved plans will be required for commencing the work.

The Construction Traffic Control Plans (CTCP) shall be prepared under the supervision of a registered professional Civil Engineer licensed to practice in the State of California. Each sheet of the CTCP shall have the name, address, and telephone number of the engineer or engineering firm that prepared the CTCP, and the professional engineer's stamp and expiration date, and the professional engineer's signature and signature date.

Approval of the plans by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. This traffic control plan shall provide pedestrian access throughout the construction area. The appropriate signing, barricades, etc., shall be included on the plan. This pedestrian access shall comply with the accessibility requirements contained within the American with Disabilities Act (ADA).

The contractor shall install a barricade mounted 18" x 36" C42 sign "SIDEWALK CLOSED CROSS HERE" at the nearest crossings leading to the closure when the sidewalk width is reduced to less than 36" or at the discretion of the Engineer.

The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

Full compensation for Construction Traffic Control Plan and furnishing Traffic Control shall be paid for on a lump sum bid price under bid items, "Construction Traffic Control Plan" and "Construction Traffic Control" and no additional compensation will be allowed therefor.

Street closures will not be allowed except as permitted by the Engineer. The following minimum lane requirements shall be provided at all times, subject to time of day restrictions as established by Section 6-7.2.

Garfield Avenue: Garfield Avenue may be reduced to one through lane in each direction for a maximum duration of 30 consecutive callendar days. Left turn access from eastbound Garfield Avenue to Persimmon Street and Mt. Castile Circle may be prohibited during working hours. On Garfield Avenue west of Mt. Castile Circle, the eastbound left turn lane shall be delineated through the use of construction grade striping tape, while the conflicting existing striping shall be covered utilizing black construction grade striping tape. No sandblasting or painting over of existing striping shall be permitted.

7-10.5 Protection of the Public

[Add Subsection in total and replace with the following:].

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, which would result from interruption or contamination of public water supply, interruption of other public service, or 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, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

7-12 Advertising

[Delete first paragraph and replace with the following:].

Solar changeable message boards shall be furnished by the contractor on either side of arterial highway projects. The placement of these signs will be determined by City Staff at the pre-construction meeting, and shall be placed at this location prior to the start of work.

Doorknob notification of residents and business owners directly affected by construction and the posting of "No Parking" notification signs shall occur a minimum of 48 hours prior to construction.

Full compensation for these items and placement thereof shall be included in the contract price for mobilization, and no other compensation will be allowed there for.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

[Delete the last paragraph and substitute with the following:].

Compensation for items of work not specifically identified in these Special Provisions shall include all labor, materials, tools, equipment, safety measures, and supervision required to complete the work to grades and dimensions shown on the Plans or staked in the field. There shall be no compensation except for the bid items specified in the Proposal. The cost of all work shown in the Plans and Specifications but not specifically identified as a bid item or described within a bid item shall be included in related bid items, and no additional compensation shall become due the Contractor by nature of compliance with the Plans and Specifications except as provided in Sections 3, "Changes in Work" of the Greenbook, as modified in these Special Provisions.

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

9-3.2 Partial & Final Payment

[Amend the first sentence of the first paragraph to read:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Add the following to the end of the section:].

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

9-3.4 Mobilization

[Add the following to the end of the section:].

Work under this item shall include the cost to secure bonds and insurance's, permits and licenses, maintenance of record plans, movement of personnel, equipment, materials and incidentals to and from the project sites, securing a temporary construction yard, maintaining the project in a safe, clean and orderly manner during construction and final cleanup of the work and staging sites, and demobilization.

Included in this item are any costs associated with construction activities required to conform to the general notes on the construction plans.

Payment for this item shall be made at the lump sum price indicated in the Bid Schedule and progress payments shall be made upon the judgment of the Engineer as percent complete.

PAYMENT ITEMS

ITEM NO. 1: Mobilization/Demobilization:

Refer to Subsection 9-3.4 of these Specifications. Lump Sum price bid for this item of work shall constitute full and complete payment for mobilization and demobilization, and including furnishing all labor, materials, equipment, and incidentals and no additional compensation will be allowed.

ITEM NO. 2: Construction Surveying and Monument Preservation:

Refer to Subsection 2-9 of these Specifications. Lump Sum price bid for this item of work shall constitute full and complete payment for the services of a Licensed Surveyor or Registered Civil Engineer authorized to perform surveys, furnishing all labor, materials, equipment, and incidentals and no additional compensation will be allowed.

ITEM NO. 3: Construction Traffic Control Plan:

The Contractor shall submit traffic control signed and stamped by a civil engineer familiar with the preparation of traffic control plans and licensed by the State of California in accordance with the Subsection 7-10.1 of these Specifications. The lump sum price bid for construction traffic control shall include full compensation for the preparation of traffic control plan including services of a Registered Civil Engineer.

ITEM NO. 4: Construction Traffic Control:

The Contractor shall implement traffic control in accordance with the Subsection 7-10.1 and Subsection 7-10.3 of these Specifications throughout the course of construction of the project. The lump sum price bid for construction traffic control shall include full compensation for furnishing all labor, materials, equipment, and incidentals and for setting up and removing all necessary traffic control devices.

ITEM NO. 5: Traffic Striping and Marking:

Refer to plans and Section 310 of these Specifications. Lump Sum price bid for this item of work shall constitute full and complete payment for striping, marking, signing and including furnishing all labor, materials, equipment, and incidentals and no additional compensation will be allowed therefor.

ITEM NO. 6: Burst in Place 12" Transite Pipe and Install 14" HDPE Pipe:

Refer to plans and Subsection 207-19 and Subsection 306-1.2 of these Specifications. The lump sum price bid for bursting in place shall include full compensation for furnishing all labor, materials, equipment, for pavement sawcutting and removal, excavation for pipe bursting insertion, receiving, and machine pits, bracing excavations, removing and disposing of interfering materials / transite pipe within the pits, PE pipe welding, installation of flanges with stainless steel back-up rings, construction of temporary blow-offs, hydrotesting, chlorination, dechlorination, flushing, testing, backfilling, including all incidentals and no additional compensation will be allowed therefor.

ITEM NO. 7: Construct 24" RCP Sleeve with Foam Insert:

Refer to Subsection 207-2.1 of these Specifications and plans. Unit price bid for construction of 24" RCP sleeve with foam insert shall include full compensation for furnishing all labor, materials, equipment, pavement sawcutting and removal, excavation, bracing excavations, removing and disposing of interfering materials / transite pipe within trench, plugging / unplugging weep-holes in OCFD channel, backfill, and no additional compensation will be allowed therefor.

ITEM NO. 8: Remove Existing Blow-Off Assemblies:

Refer to plans for removal of existing blow-off assemblies. Unit price bid for removal of blow-off assemblies shall include full compensation for furnishing all labor, materials, equipment, and no additional compensation will be allowed therefor.

- ITEM NO. 9: Furnish and Install 12” Flanged Flex Connector Assembly:
Refer to plans and Section 207-9.2 of these Specifications. Unit price bid to furnish and install 12” flanged flex connector shall include full compensation for furnishing all labor, materials, equipment, removing and disposing of interfering materials / transite pipe, 12” EBBA Iron Flanged Flex Connectors, 12” x 14” D.I. Flanged Reducers, thrust restraint, fittings, protective grease and wrapping, cathodic protection, including incidentals as depicted on the Finished Connection Detail on plans and no additional compensation will be allowed therefor.
- ITEM NO. 10: Abandon Existing Chlorine Taps at Main:
Refer to plans for the locations and Subsection 306-5 of these specifications for the abandonment of existing chlorine tap at main. Unit price bid for abandonment of existing chlorine tap at main shall include full compensation for furnishing all labor, materials, equipment, pavement sawcutting and removal, excavation, bracing excavations, backfill, and no additional compensation will be allowed therefor.
- ITEM NO. 11: Imported Trench Backfill and Compaction:
Refer to plans and Subsection 306-1.3 of these Specifications. Unit price bid for imported backfill and compaction if required by the City shall include full compensation for furnishing all labor, materials, equipment, trucking, placement, compaction, testing, and no additional compensation will be allowed therefor.
- ITEM NO. 12: Construct 10” A.C. Pavement:
Refer to plans and Section 203 and Sections 300 thru 302 of these Specifications. Unit price bid for A.C. pavement for excavated trenches and pit areas shall include full compensation for furnishing all labor, materials, equipment, trucking, milling operations, spreading, rolling, tack coat, raising all valve box lids or utilities to grade, compaction and testing and no additional compensation will be allowed therefor.
- ITEM NO. 13: Construct 12” Aggregate Base:
Refer to plans and Subsection 200-2 of these Specifications. Unit price bid for placement of aggregate base in excavated trenches and pit areas shall include full compensation for furnishing all labor, materials, equipment, trucking, placement, compaction, testing and no additional compensation will be allowed therefor.

PART 2 CONSTRUCTION MATERIALS

SECTION 200 ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.1 General

[Add the following:].

Aggregates shall conform to the provisions in Section 200-1 and shall be approved by the Engineer prior to use.

In accordance with the provisions of Section 20676 of the State of California Public Contract Code, it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon all subcontractors and suppliers under him, to obtain all construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials, including those used in other construction materials such as asphalt concrete and Portland cement concrete, from a supplier that is included on the most current Office of Mine Reclamation AB3098 List. Failure to identify the supplier and the mine may result in rejection of the submittal, and any work completed using materials from an unlisted mine will be SUBJECT TO REJECTION.

200-2 UNTREATED BASE MATERIALS

200-2.1 General

[Add the Following:].

Untreated base to be used for the base course under asphalt concrete pavement shall be crushed miscellaneous base.

Payment for Untreated Base will be made at the contract unit price per ton which shall include full compensation for furnishing all material required under untreated base in accordance with the plans and these special provisions and no additional compensation will be allowed therefor.

SECTION 201 CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.2 Materials.

201-1.2.4 Chemical Admixtures

[Delete Subsection in total and replace with the following:].

Admixtures will not be permitted.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General

[Delete the second paragraph and replace with the following:].

Asphalt Base Course shall be Type III-B2-PG 64-10. Asphalt Surface Course shall be Type III-C3-PG 64-10. Asphalt binder shall comply with the Performance Grade specifications of Section 203-1.

SECTION 207 PIPE

207-2 REINFORCED CONCRETE PIPE (RCP)

207-2.1 General

[Delete the second paragraph and replace with the following:].

Reinforced concrete pipe to be used for sleeving as indicated on plans shall be 24' diameter and minimum of 1500 D-load rating. Void space between RCP sleeve and pipe shall be filled with light weight compressible material specified on plans.

207-9 IRON PIPE AND FITTINGS

207-9.2 Ductile Iron Pipe for Water and Other Liquids

[Use City Standard 02510.1]

Hardware for all pipe, fittings, and couplings shall be SS316, stainless steel, and shall comply with ASTM F593 Grades G or H and ASTM F594 Grades G or H. All hardware fittings and couplings shall be coated with NO-OX-ID "A" Special grease and protective wrap, and also encased in polyethylene encasement per AWWA C105, latest revision.

207-9.2.3 Fittings

[Add the following:].

Flanged fittings shall be flanged and shall conform to AWWA C110.

FLEXIBLE EXPANSION COUPLING:

- A. Flexible expansion (FLEX-TEND, or approved equal) joints shall be installed in the locations indicated on the drawings and shall be manufactured of ductile iron conforming to the material requirements of ASTM A536 and ANSI/AWWA C153/A21.53. Foundry certification of material shall be readily available upon request.

- B. Each flexible expansion joint shall be pressure tested prior to shipment against its own restraint to a minimum of 350 psi (250 psi for flexible expansion joints 2 inch and 30 inches diameter and larger.) A minimum 2:1 safety factor, determined from the published pressure rating, shall apply. Factory Mutual Approval for the 3 inch through 12 inch sizes is required.
- C. Each flexible expansion joint shall consist of an expansion joint designed and cast as an integral part of a ball and socket type flexible joint, having a minimum per ball deflection of: 20°, 2" - 12"; 15°, 14" - 36"; 12°, 48" and 4-inches minimum expansion. Additional expansion sleeves shall be available and easily added or removed at the factory or in the field. Both standardized mechanical joint and flange end connections shall be available.
- D. All internal surfaces (wetted parts) shall be lined with a minimum of 15 mils of fusion bonded epoxy conforming to the applicable requirements of ANSI/AWWA C213. Sealing gaskets shall be constructed of EPDM. The coating and gaskets shall meet ANSI/NSF-61.
- E. Exterior surfaces shall be coated with a minimum of 6 mils of fusion bonded epoxy conforming to the applicable requirements of ANSI/AWWA C116/A21.16.
- F. Appropriately sized polyethylene sleeves, meeting ANSI/AWWA C105/A21.5, shall be included for direct buried applications.
- G. Manufacturer's certification of compliance to the above standards and requirements shall be readily available upon request. The purchaser (or owner) shall reserve the right to inspect the manufacturer's facility for compliance.

207-19 POLYETHYLENE (PE) SOLID WALL PIPE

207-19.1 General

[Replace with the following:].

- A. Pipe: Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material will meet the specifications of ASTM D3350-99 with a cell classification of PE:345464C. Pipe shall have a manufacturing standard of ASTM F714. Pipe shall be DR 11 (160psi WPR) unless otherwise specified on the plans. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material.
- B. Data Logger. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the quality control records.
- C. Electrofusion Fittings - Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99. Electrofusion Fittings shall have a manufacturing standard of ASTM F-1055. Fittings shall have at a minimum the same working pressure rating as the pipe unless otherwise specified on the plans.

- D. Flanged and Mechanical Joint Electrofusion Adapters - Flanged and Mechanical Joint Adapters shall be PE 3408 HDPE, Cell Classification of 345464C as determined by ASTM D-3350. Flanged and Mechanical Joint Adapters shall have a manufacturing standard of ASTM D-3261. Flanged fittings shall have at a minimum the same working pressure rating as the pipe, drilled in accordance with AWWA C110 / C207, and shall include Stainless Steel back-up rings.

PART 3 CONSTRUCTION METHODS

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General

[Delete Subsection in total and substitute with the following:].

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

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

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General

[Add the following:].

Unclassified excavation shall include excavating, removing, hauling and disposal of all material including asphalt concrete pavement to the subgrade elevations indicated on the plans as required to construct the new improvements.

Removal of asphalt concrete, aggregate base and native soil shall be made at the locations shown on the plans, or as specified in the field by the Engineer. Asphalt pavement shall be removed to clean straight lines by saw cutting.

The areas and quantities shown on the plans are given only for the Contractor's aid in planning the Work and preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedent over the areas shown on the plans. No guarantee is made that areas or quantities shown will equal the areas or quantities designated by the Engineer.

300-2.9 Payment

[Add the following:].

Unless directed otherwise by the Engineer, stockpiling of removal material will not be allowed in or around the project site.

Said payment shall also include full compensation for all required saw cutting of removal areas.

SECTION 302 ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT

302-1.1 General

[Add the following:].

The Contractor shall protect all existing facilities during the planing operation and repair or replace any damage facilities. These existing facilities shall include but not be limited to:

- A. Concrete curbs, gutters, driveways and sidewalks.
- B. Roadside signs.
- C. Trees and shrubs adjacent to the Work area.
- D. Utility lines, vaults, manholes, valves and signal detector loops.

302-1.2 Milling Machine

[Add the following:].

The planing machine shall plane without tearing or gouging the underlying surface, shall be adjustable as to crown and depth by tilting the drum axis, and shall be capable of cutting sharp straight longitudinal edge joints in the pavement.

The surface tolerance permitted as measured along a 10 foot straight edge shall be 3/8 inch laterally (except in crown areas) and 3/16 inch longitudinally. If in the judgment of the Engineer, the joint cut varies from a straight line or ravel excessively, he may require the longitudinal joint to be saw cut.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

[Add the following:].

Tarpaulins shall be used to cover all loads from plant to project.

Each layer of asphalt concrete shall not exceed 0.25 foot in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

Three-wheeled rollers shall not be permitted, and pneumatic rollers shall be used only on lower layers.

Initial breakdown compaction shall consist of a minimum of three coverages of layer of asphalt mixture. A pass shall be movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to insure compaction without displacement of material in accordance with good rolling practices, shall be considered to be part of the coverage being made and not part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started.

Prior to placement of asphalt concrete, a tack coat of SS1H emulsified asphalt shall be applied to all contract surfaces.

An asphalt leveling course shall be applied in depressed areas in accordance with the plans and/or as directed by the Engineer. An automatic leveling device shall be used on the paver unless omitted by the Engineer.

302-5.5 Distribution and Spreading

[Add the following:].

Prior to placing asphalt pavement overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be overlaid shall be cleaned by the Contractor to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the overlay and the pavement.

302-5.8 Manholes (and other structures)

[Delete Subsection in total and substitute with the following:].

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the water valve frame and cover shall be ¼ inches below the finish grade of the asphalt pavement.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the Engineer, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the AGENCY for utility cuts in pavement.

Any new concrete surface on the inside of an AGENCY sewer manhole shall be applied with a Zebron or Sancon coating or an approved equal.

Payment for sewer manhole coating and manhole adjusting will be included in the contract unit bid price for asphalt concrete pavement which shall constitute full compensation.

Payment for valve box adjusting will be included in the contract unit bid price for asphalt concrete pavement which shall constitute full compensation.

302-5.9 Measurement and Payment

[Amend the first paragraph to read:].

Asphalt concrete pavement will be paid for at the contract unit price per ton. Such price shall include removing existing raised pavement markers, preparation of subgrade, applying tack coat, and placement of asphalt concrete leveling course.

**SECTION 306
UNDERGROUND CONDUIT CONSTRUCTION**

306-1 OPEN TRENCH OPERATIONS

306-1.1 Trench Excavation.

306-1.1.1 General

[Replace the last sentence in the third paragraph and add the following:]

If groundwater is encountered, the Contractor shall dispose of it by any method acceptable to the Engineer. The trench shall be dewatered to a minimum depth of 12 inches below trench bottom. The cost for dewatering shall be included in the unit price for each item of work and no additional compensation will be allowed therefore.

[Add the following:]

Upon approval by the Engineer, when backfilling operation of an excavation in the travel way, whether transverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a nonskid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following shall apply:

1. Steel plate used for bridging must extend a minimum of twelve (12") inches (300 mm) beyond the edge of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequate to support the bridging and the traffic load. Contractor shall be responsible for determining whether shoring is necessary.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plate.

5. Bridging shall be secured against displacement by adjustable cleats, shims, or other devices.

Approaches plate and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled two (2") inches (53 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum of twelve (12") inches (300 mm) taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either fines of asphalt concrete mix, concrete slurry or equivalent slurry satisfactory to the Engineer.

The Contractor shall be responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specified, use of steel plate bridging at any given location should not exceed four (4) consecutive working days in any given week. Trench plates need to be set flush with pavement and secured in place as noted above for any durations over (4) days upon approval of the engineer. Backfilling of excavation shall be covered with a minimum of three (3") inches (78 mm) of temporary layer of cold asphalt concrete.

The following table shows the required minimal thickness of steel plate bridging for a given trench width:

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
1.0 foot (300 mm)	½ inch (13 mm)
1.5 foot (450 mm)	¾ inch (19 mm)
2.0 feet (600 mm)	7/8 inch (22 mm)
3.0 feet (900 mm)	1 inch (27 mm)
4.0 feet (1200 mm)	1 ¼ inch (35 mm)

For spans greater than four (4') feet (1200 mm), a structural design for the steel plate bridging shall be prepared by a registered civil engineer and approved by the Engineer. Steel plate bridging shall be designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. The Contractor shall maintain steel plates with a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The Contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.

Payment for steel plate bridging shall be included in the unit price for each item of work and no additional payment will be allowed therefore.

306-1.1.6 Bracing Excavations

[Add the following:].

Payment for trench shoring shall be included in the price bid for each item of work and shall include full payment for furnishing shop drawings, all labor and materials, and performing all work as specified to brace excavations or provide an equivalent method for protection of workers per Section 6707 of the California Labor Code, and in accordance with these Plans and Special Provisions and no other measurement or additional compensation will be allowed therefor.

306-1.2 Installation of Pipe

306-1.2.1.1 General

[Replace with the following:].

Pipe Bursting: Prior to commencement of the construction, the Contractor shall submit to the Engineer for approval a pipe bursting plan which shall minimally include precise pit locations, construction schedule, service line replacement, bursting distances and directions, and service outage and reinstatement schedule.

Pipe bursting shall be accomplished using the hydraulic static pull method. In general, the bursting operation shall be as follows:

- Post notices of service interruption and outages as indicated in the pipe-bursting plan.
- Isolate the existing system and excavate launch, bursting, service pipes, and RCP sleeves as indicated in the pipe-bursting plan.
- Construct placement service lines, and RCP sleeves.
- Set up the bursting equipment in the bursting pit and insert the bursting rods or cable through the host pipe.
- Connect the bursting head to the main and the bursting rods or cable in the launch pit.
- Burst the existing main.
- Install new service connection fittings and connect new service lines.
- Flush the new main then connect the new main to the existing system.

[Add the following subsections:].

306-1.2.1.1a Quality Assurance

Certification: Prior to commencement of the construction, the Contractor shall submit to the engineer evidence of competency and authority to perform pipe bursting. The qualifications shall at a minimum include the following:

1. The Contractor shall have a minimum of two (2) years of experience in the pipe bursting business and a record of at least 3000 feet of pipe bursting using the hydraulic static pull method and pre-chlorination. The contractor shall have experience in performing pre-chlorination per AWWAA standards on two or more projects within two (2) years.
2. The Contractor shall be trained by the pipe bursting equipment manufacturer in the use of the equipment for pipe bursting.
3. The Contractor shall be trained by the thermal fusion equipment manufacturer in the use of the equipment for thermal butt-fusion of high-density polyethylene (HDPE) pipe.

306-1.2.1.1b Field Joining of HDPE Pipe

Sections of polyethylene replacement pipe shall be assembled and joined on the job site above the ground. Jointing shall be accomplished by the electrofusion and butt-fusion method in strict conformance with the manufacturer's printed instructions. No open flame heating will be allowed. The Buttfusion method for pipe jointing shall be carried out in the field by certified operators with prior experience in fusing polyethylene pipe with similar equipment using proper jigs and tools per standard procedures outlined by the pipe manufacturer. These joints shall have a smooth, uniform; double rolled back bead made while applying the proper melt, pressure, and alignment. It shall be the sole responsibility of the Contractor to provide an acceptable butt-fusion joint. Contractor shall make all joints available for inspection before the insertion. The replacement pipe shall be joined on the site in appropriate working lengths near the insertion pit.

306-1.2.1.1c Measurement and Payment

Lump Sum price bid for this item of work shall constitute full and complete payment including field joining of pipes, installation of fittings and valves, all labor, materials, tools, equipment and incidentals necessary to provide for the complete replacement of existing pipe by the Pipe Bursting System and no other measurement or additional compensation will be allowed therefor.

306-5 ABANDONMENT OF CONDUITS AND STRUCTURES

[Use City standard 02224 and add the following:]

Where existing taps with valve boxes or chlorine injection taps are to be abandoned, remove the valve box, concrete ring, riser, PE and / or copper service pipe, corporation stop from saddle and plug with a CC brass plug. Grease and wrap the saddle per Subsection 207-9.2

The full compensation for abandoning existing taps includes furnishing labor, materials, equipment, disposal of items, testing, and shall be included in the unit price bid for abandon existing chlorine taps at main and no additional compensation will be allowed therefore.

SECTION 310 PAINTING

310-5 PAINTING VARIOUS SURFACES

310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings [Delete Subsection in total and substitute with the following].

All final street striping, pavement markers and signage shall be furnished and installed by the Contractor. The Contractor shall notify the AGENCY's Traffic Signs and Markings Maintenance section, at (714) 536-5428 a minimum of four working days prior to final pavement surfacing or patching to arrange for inspection.

Payment for final street striping, pavement markers and signage will be made at the contract lump sum price which shall include full compensation for furnishing all labor and materials required in

accordance with the Plans and these Special Provisions and no additional compensation will be allowed therefore.

All paint shall be applied in two coats with a minimum of seven days between the application of the first coat and the second coat.

Removal of Traffic Stripes, Pavement Markings, and Raised Pavement Markers:

Traffic stripes shall be removed before any change is made in the traffic pattern, and before painting new stripes, markings, and installing new RPMs.

Traffic stripes, pavement markings and raised pavement markers shall be removed to the fullest extent possible from the pavement by any method that does not damage the surface or texture of the pavement. Sand or other material deposited on the pavement or sidewalk as a result of removing traffic stripes and markings shall be removed as the work progresses. Accumulations of sand or other material which might interfere with drainage or might constitute a hazard to traffic will not be permitted.

Where sandblasting is used for the removal of traffic stripes and pavement markings or for removal of objectionably material, and such removal operation is being performed within ten feet of the traveled way, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations. Pavement surface shall be "Fog-Sealed" after striping removal.

Grinding shall not be permitted.

Contractor will not be required to use a vacuum attachment under the following conditions

1. When approved by AGENCY.
2. When the blasting sand will be confined by mechanical means to a small area.
3. When a sweeper (mechanical type) will immediately follow the blasting operation or when traffic can be safely routed around the sand until it is swept up.

Temporary Striping, Signing, Raised Pavement Markers:

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the AGENCY's Traffic Engineer for approval prior to placement.

Temporary centerline or median stripes for traffic control shall be placed at the completion of each days work to provide for night delineation for traffic separation.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

Pavement Delineations Standards

All pavement delineations shall conform to the standards of applicable portions of the current **Manual on Uniform Traffic Control Devices (MUTCD)**, **MUTCD 2006 California Supplement**, **Caltrans Standard Plans A20A-C and A24A-D**, and the **City of Huntington Beach Standard Plans**.

APPENDIX A

DOWNLOAD PUBLIC WORKS STANDARDS

http://www.huntingtonbeachca.gov/Government/Departments/Public_Works/Bids/

APPENDIX B

DOWNLOAD PLANS & SPECS

http://www.huntingtonbeachca.gov/Government/Departments/Public_Works/Bids/

APPENDIX C

DOWNLOAD DE MINIMUS PERMIT FROM REGIONAL WATER QUALITY CONTROL BOARD FOR DEWATERING OF GROUNDWATER

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2006/06_004_gen_wdr_amend05_041_insig_threat_01182006.pdf

APPENDIX D

SAMPLE CITY BUSINESS LICENSE APPLICATION

ABOUT BUSINESS LICENSES...

Welcome to the City of Huntington Beach business community. This information guide is intended as a summary of information you will need to know in order to operate a business in Huntington Beach. This guide is provided as a public service. It is not all-inclusive and any specific questions should be directed to Business License at (714) 536-5267. Clarification and definition can also be found in the Huntington Beach Municipal Code, Section V. A City of Huntington Beach business license is not a regulatory license, but is a tax to help pay for the public safety needs of the people of Huntington Beach.

Who Needs a Business License?

The City of Huntington Beach Municipal Code requires most businesses operating in Huntington Beach to pay an annual business license tax. Business Licenses are not transferable between owners; however, they may be transferred to a new location upon notification to Business License and approval by the City Planning Department. All businesses, trades, professions, callings, or occupations operating in the City need a Business License. These include but are not limited to:

- ✓ Any business in a commercial or industrial location.
- ✓ Persons who have a home office or use their home as the headquarters of their business.
- ✓ Businesses, which are located outside the city, but transact business in the city such as contractors, cleaners, repair people, gardening services, fumigators, telemarketers etc.
- ✓ Independent contractors such as doctors, real estate sales agents, hairdressers, janitorial contractors, and home party demonstrators.
- ✓ Apartment owners renting 3 or more units.
- ✓ Mobile Vendors who sell merchandise from their vehicles, such as ice cream trucks.
- ✓ Temporary businesses such as a one-day or weekend event in the city, or a short-term seasonal business.

How Do I Obtain a Business License?

You can obtain an application from City Hall, or download one from our website at www.surfcity-hb.org. Look under Business / Licenses, Permits, Codes / Business License. Complete the application and bring it to City Hall on the 1st floor, 2000 Main Street or mail it to Business License, P.O. Box 190, Huntington Beach, CA 92648. If you are in a commercial location in the city, you may need to fill out an application for a Certificate of Occupancy for the Planning Department, who can be reached at (714) 536-5271. Apply for this in person on the 3rd floor.

How Much Does It Cost?

The business license cost is based on a flat tax plus additional amounts if there are more than 3 employees, more than 1 business vehicle or coin operated machines. A typical business license starts at \$75 plus a non-refundable processing fee. Additional amounts added are as follows:

Additional Employees:	4 – 9	\$4.00 each
	10 – 52	\$3.00 each
	> 52	\$2.00 each
Additional vehicles:	Under 1 ton:	\$12.00 each
	1 to 3 tons:	\$35.00 each
	Over 3 tons:	\$46.00 each

Home-based businesses are required to pay a one-time fee for a Home Occupation Permit, in addition to their license.

Some business licenses are calculated differently, such as apartment rental, hotels, carnivals, special events, vending machines, out of town contractors, pool halls. Call (714) 536-5267 for information on these types of licenses or to find out the cost of your license.

How Long Does It Take to Apply?

A business license may be issued at City Hall while you wait. Your application must be complete and include all necessary documents. You may need to bring the following: Certificate of Occupancy or receipt showing payment; Seller's Permit showing a Huntington Beach location; Health Permit. The application may also be mailed to City Hall. Be sure to complete all relevant items on the application.

What Other Things May I Need?

- **Certificate of Occupancy** – required by the Planning Dept. for businesses in a commercial or industrial location. Call (714) 536-5271 or pick up an application from City Hall.
- **Conditional Use Permit** – required by the Planning Dept. for some businesses such as live entertainment, dance schools, internet cafes and alcohol sales. Call (714) 536-5271.
- **Certified Unified Program Agency (CUPA)** – required by the Fire Dept. if you handle or store hazardous material or waste. Call (714) 536-5676.
- **Fictitious Name (dba)** – must be filed if you choose a business name that does not include your own last name. Contact the County Clerk's office at (714) 834-2889, go online at www.oc.ca.gov/recorder or contact your local newspaper office.
- **Seller's Permit (Resale #)** – required by the State Board of Equalization if you sell merchandise. Call (714) 558-4059 or visit www.boe.ca.gov.
- **Health Permit** – required by the County Health Dept. for food handling, permanent make-up, tattooing or body piercing. Call (714) 433-6000.
- **Federal Tax ID #** – required if you have employees, are incorporated, or have a registered partnership. Call (800) 829-1040 or visit www.irs.gov.
- **Worker's Compensation Insurance** – required if you have employees. Contact your local insurance agent, state fund or visit www.dir.ca.gov/dwc.
- **Liquor License** – required by the State Dept. of Alcoholic Beverage Control if you sell or serve alcohol. Contact (714) 558-4101 or visit www.abc.ca.gov.
- **Special Permits** – required by the Police Dept. for certain types of business activities, such as firearm dealers, pawnbrokers, psychic reading, massage, soliciting for donations, live entertainment, and bingo. Call (714) 536-5267 or the Police Dept. at (714) 536-5991 for more information.

Frequently Asked Questions:

What if I Don't Obtain a License?

Conducting business in the city without a license can result in penalties, Notices of Violation and Administrative Citations. It is a misdemeanor to violate the City Business License ordinances.

Do I Need to Display My Business License?

Yes, all business licenses must be posted in public view at the fixed location of the business. If no fixed location in the city, the responsible party must carry the business license with them while conducting business in Huntington Beach.

How Often Do I Need to Renew It?

Business licenses are renewed annually. A courtesy notice is mailed approx. 4 weeks before the due date. However, you are responsible for renewing your license whether or not the renewal notice is received. If the payment is received more than 30 days past the due date, a 10% per month penalty is charged. Notices of Violation and Administrative Citations may also be issued.

I am Moving to a New Location in the City.

Please notify us of your new address, phone number, and any other changes to your business. After compliance with any applicable city requirements, your business license may be transferred to the new location for a small processing fee. If you are moving to a new commercial location, you will need to apply for a new Certificate of Occupancy. Call (714) 536-5271.

What if I Stop Doing Business or Move Away?

Let us know in writing if you want your license cancelled, otherwise you will continue to receive renewal notices and late penalties. No refunds are given when the business ceases.

Can I Transfer My License to Someone Else?

Business Licenses are not transferable from one owner to another. The new owner must apply for a business license in their name.

Where Do I Find You?

We are located at 2000 Main St on the corner of Yorktown and Main, in the Civic Center on the 1st floor. Enter the Administration Building and follow the signs to Business License.

Who Else Can Help Me Get Started?

 How To Do Business in the City of Huntington Beach - a guide to permits: www.hbbiz.com.

 U.S. Small Business Administration – provides financial assistance programs, guide to resources and workshops. (714) 550-7420 or www.sba.gov.

 S.C.O.R.E Service Corps of Retired Executives. Workshops and counselors for small businesses. Call (714) 550-7369 or visit www.score.org.

 California Permit Assistance Center - information on local, state & federal permits. (714) 834-2840 or www.calgold.ca.gov.

 Small Business Corner - helpful information about taxes from the IRS. Visit their website at www.irs.gov.

 Small Business Development Center - provides help to small businesses through 1-on-1 counseling, workshops and education seminars. Call (800) 303-6600 or visit www.commerce.ca.gov.

Additional Telephone Numbers:

Better Business Bureau.....(714) 985-8915
Building Permits.....(714) 536-5241
Chamber of Commerce.....(714) 536-8888
Community Services Dept.....(714) 536-5486
Consumer Affairs Dept.....(800) 344-9940
Contractors State License Board... (800) 321-2752
Employment Development Dept.....(888) 745-3886
Franchise Tax Board.....(800) 852-5711
Library (Central).....(714) 842-4481
Office of Secretary of State.....(213) 897-3062
Sign Permits.....(714) 536-5271
State Compensation Ins. Fund.....(714) 565-5000
Zoning Department.....(714) 536-5271

How to Obtain a Business License

in Huntington Beach



City of Huntington Beach
Shari L. Freidenrich, City Treasurer
Business License

2000 Main Street
1st Floor
Huntington Beach
CA 92648

Phone: (714) 536-5267
Fax: (714) 374-1603

Hours: 8:00 am – 5:00 pm
Monday to Friday

www.surfcity-hb.org



CITY OF HUNTINGTON BEACH

FINANCE DEPARTMENT – BUSINESS LICENSE

P. O. Box 190 - 2000 Main Street, Huntington Beach, CA 92648-2702

Phone (714) 536-5267 – Fax (714) 536-5934 – www.surfcity-hb.org

APPLICATION FOR BUSINESS LICENSE

BUSINESS DETAILS: Applications must be typed, or legibly hand printed in blue or black ink									
Name of Business (DBA)									
Name of Corporation (attach list of officers)									
Owner(s) or Principal(s)						Title			
						Title			
Contact Person						Title			
Business Address									
Mailing Address									
Web Site			E-mail Address			Business Phone		Fax	
Type of Ownership: <input type="checkbox"/> Sole Proprietor		Social Security #		Type of Ownership: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		Federal Tax ID #		State Tax ID #	
Date Business Started in Huntington Beach			# Employees (include self per latest tax filing):		Full-time	Part-time (FTE)	SIC #		
Detailed Description of Business Activity									
Located in a BID? <input type="checkbox"/> Yes <input type="checkbox"/> No	BID Zone <input type="checkbox"/> 1 <input type="checkbox"/> 2	Area (sq ft)		BID Type		Discharge into Stormdrain? <input type="checkbox"/> Yes <input type="checkbox"/> No		NPDES Permit #	
Description of Products Sold				Do you collect sales tax? <input type="checkbox"/> Yes <input type="checkbox"/> No		Seller's Permit (Resale #)			
Business Vehicles Used in the City? <input type="checkbox"/> Yes <input type="checkbox"/> No How Many?		Under 1 ton	1-3 tons	Over 3 tons	License Plate #		License Plate #		
<input type="checkbox"/> General Contractor	Contractor's Lic #	Classes		Type of Job		Project Address (# street)			
<input type="checkbox"/> Sub Contractor									
Burglar Alarm System? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, permit is required. Call (714) 960-8805			Alarm Permit #		Health Permit #		ABC License #		CUPA#
State License (# / Type / Exp. Date)				Live Entertainment? <input type="checkbox"/> Yes <input type="checkbox"/> No		Sale of Adult Only Items? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Coin Operated Machines? <input type="checkbox"/> Yes <input type="checkbox"/> No	# Vending		# Amusement		# Service		# Music	# Bulk	
Vending Company's Name/Address/Phone									
# Apt/Motel/Rooming House/Office Units			#Trailer Spaces		Date of Purchase		Mobile Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete section on back of form		
<p>I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers Compensation. (Please check appropriate box)</p> <p><input type="checkbox"/> Certificate of Workers Compensation Insurance <input type="checkbox"/> Certificate of Self-Insurance of Workers Compensation</p> <p><input type="checkbox"/> I certify that in the performance of work for which this license is issued I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California. Note: If after signing the certificate, you hire any employee, you become subject to the workers' compensation provisions of the California Labor Code and you must immediately comply with the provisions of Section 3700 or your license immediately becomes revoked.</p>									
I hereby declare under penalty of perjury that the information and statements on this application are true and correct.									
Signature: _____					Title: _____				
Printed Name: _____					Date: _____				
Total Due:									

SUPPLEMENTARY INFORMATION REQUIRED: (NON-PUBLIC INFORMATION)				
Owner or Principal			Title	
Residence Address				
City	State	Zip	Home Phone	
Date of Birth	Social Security #		Drivers License	
Signature			Date	
Partner's Name or Secondary Principal (If applicable)			Title	
Residence Address				
City	State	Zip	Home Phone	
Date of Birth	Social Security #		Drivers License	
Signature			Date	
ALTERNATIVE CONTACT IN CASE OF EMERGENCY:				
Name		Title	Phone	

MOBILE VENDORS ONLY – SUPPLEMENTARY INFORMATION:				
Products Sold		Overnight Location of Vehicle		
Registered Owner of Vehicle		Description of Logo (may attach photo)		
Make of Vehicle	Year	Color	Serial #	Engine #
Previous License? <input type="checkbox"/> Yes <input type="checkbox"/> No	City where previous license obtained		Date	
Has license/franchise previously been revoked/suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No	Reason for Suspension if Yes		Year	
Please attach list of drivers/vendors; copy of liability insurance; photo of vehicle.				

IMPORTANT INFORMATION:
Please notify the Business License Office of any changes to the business, including business name, location, owners, partners, business type or activity. If the business license is not updated accordingly, it may no longer be valid and the business owner may then be liable for penalties and administrative citations.
If the business moves to another commercial location, a Certificate of Occupancy for the new location must be applied for with the Planning Department. Call (714) 536-5271 for application.
As an applicant for a business license as a sole proprietor, you are required to provide your Social Security number as part of the application. Pursuant to Section 405(c)(2)(C)(i) of Title 42 of the United States Code, the City is permitted to require disclosure of the Social Security number for tax purposes. Disclosure of this information is mandatory. However, while disclosure is required in order for the City to properly administer the business license tax program, the Social Security number is not public record, and will not be disclosed to any members of the public.

OFFICE USE ONLY:					
Certificate of Occupancy CD T	Date Filed	Bus License #	Drivers Lic	Receipt	TOTAL DUE: _____ (Includes non-refundable processing fee)

NOTES:

APPENDIX E

INSURANCE AND INDEMNITY REQUIREMENTS

**CONTRACTOR'S SWORN STATEMENT AND WARRANTY
REGARDING CONTINUING INSURANCE OBLIGATIONS**

FROM: _____ **PROJECT:** _____
(Contractor Name) _____

(Street Address) _____

(City, State and Zip)

TO: CITY OF HUNTINGTON BEACH

DECLARATION

Attached hereto is a true and correct copy of the current Certificate of Insurance and Additional Insured Endorsement CG 2010 1185, which Certificate complies with the insurance requirements of the Contract by and between the City of Huntington Beach ("City") and the above-named Contractor ("Contractor") for the above-described project ("Project").

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

Signed on _____, 20__ at _____
(Date) (City, State)

(Signature of Individual Who is Making Declaration)

WARRANTY

Contractor hereby warrants and agrees to maintain Products and Completed Operations Insurance in compliance with the insurance requirements of the Contract for the Project. Said insurance shall be maintained through and until the expiration of all Warranties provided by Contractor. Said insurance shall contain Additional Insured Endorsement CG 2010 1185, naming City as an additional insured. Contractor shall supply to City, on at least an annual basis, a Certificate of Insurance and the aforementioned Endorsement evidencing continued coverage which meets the Contract requirements.

Signed on _____, 20__ at _____
(Date) (City, State)

CONTRACTOR:

Name: _____

By _____

Name: _____

Title: _____

277621.2

This form to be turned in with Payment Bond

RESOLUTION NO. 2008-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON BEACH REVISING AND RESTATING THE
CITY'S INSURANCE AND INDEMNITY REQUIREMENTS

WHEREAS, there are persons and organizations who are engaged in various activities in the City, thereby subjecting the City to substantial risk of liability for damage to property and injury to persons; and,

The City desires to establish insurance and indemnification requirements; and, in appropriate cases, a procedure for the waiver thereof; and,

The City desires to establish internal staff responsibility for the administration of the insurance required by this Resolution and delineate the authority to make adjustments to requirements based upon unique and unusual circumstances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntington Beach that effective on the date of adoption of this Resolution, the insurance coverage and indemnity requirements shall be as follows:

SECTION I. DEFINITIONS AND FORMS REQUIRED

A. Definitions:

1. "Contractors" are any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.
2. "Design Professionals" are professional services contractors who contract with the City and/or provide architectural and/or engineering services to the City.
3. "Licensees/Lessees" are any persons or entities who contract with the City for the use of public property.
4. "Permittees" are any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.
5. "Professional Services" are as defined by Huntington Beach Municipal Code section 3.03.
6. "Vendors" are any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.

B. Indemnity and Insurance Coverage Requirements Defined

1. General Liability: Combined single limit bodily injury, personal injury and property damage: Minimum limits of \$1,000,000 per occurrence.

- a. Coverage must include completed operations liability and unlimited blanket contractual liability and, where products are furnished, products liability.
 - b. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000 or an increased coverage as memorialized in the terms and conditions agreed to by the parties and the policy holder shall submit written notice of any known depletion of limits to City attached to the proof of insurance.
 - c. Claims made policies are not acceptable, except that claims made insurance for pollution liability shall be acceptable.
 - d. All deductibles in excess of \$5,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - e. The City, its, officers, elected or appointed officials, employees, agents and volunteers are to be covered as additional insureds by separate attached endorsement(s) approved by the City Attorney as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor; or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees.
 - f. For any claims related to the project, the contractor's insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the contractor's insurance and shall not contribute with it.
 - g. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its agents, officers and employees.
 - h. The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers Compensation and-Employers' Liability: In accordance with the applicable state statutes with limits in the case of workers' compensation and employers' liability in amounts not less than the State statutory limits.

Alternatively, a signed declaration of non-employee status shall be filed. A certificate or consent to self-insure issued by the California Director of Industrial Relations is also acceptable.

3. Professional Liability Insurance: Coverage must be provided at a minimum of \$1,000,000 per occurrence and in the aggregate. All deductibles in excess of \$10,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - a. Claims made policies are acceptable if the policy further provides that:
 1. The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements).
 2. The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
 3. If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.
 4. The reporting of circumstances or incidents that might give rise to future claims.
4. Automobile Liability Coverage must be provided at a minimum of \$1,000,000 per occurrence.
 - a. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000 and the policy holder shall submit written notice of any known depletion of limits to City attached to the proof of insurance.
 - b. All deductibles in excess of \$1,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - c. The City, its officers, elected or appointed officials, employees, agents and volunteers are to be covered as additional insureds by separate attached endorsement(s). The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees.
 - d. For any claims related to the project, the contractor's insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the contractor's insurance and shall not contribute with it.

C. Certificate of Insurance Requirements Defined

1. Form. Evidence of insurance coverage and limits as required by the City shall be furnished to the City as a certificate holder on the "Acord" or similar form approved by the City Attorney. (See samples attached herein as Exhibit "A").
 - a. The description of work to be performed, the City department involved in the performance, and the City staff contact person must be clearly identified on the "Acord" or similar form evidencing insurance coverage.
 - b. All forms of insurance shall identify the City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers as an additional insured by separate attached endorsement with respect to general liability and automobile liability coverages.
 - c. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
2. Approval of Certificate Insurance certificates must be approved by the City Attorney prior to commencement of any performance under a contract or issuance of any permit, as authorized by the City Charter.
3. Acceptability of Insurers Insurance must be placed with insurer with a Best's rating of no less than A: VII and insurer must be a California admitted carrier.

SECTION II INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. INSURANCE

1. Contractors and Permittees must meet the requirements as set forth in Exhibit "B" incorporated by reference and attached herein. Permittees who do not use vehicles or equipment in connection with the permit, shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit I attached hereto and incorporated by this reference.
2. Professional Services providers must meet the requirements as set forth in Exhibit "C" incorporated by reference and attached hereto.
3. Licensees/Lesseees must meet the requirements as set forth in Exhibit "D" incorporated by reference and attached hereto.
4. Vendors
 - a. Vendors supplying goods including delivery, service and/or installation must meet the requirements of Exhibit "B".

- b. Vendors supplying goods only without delivery, service and/or installation are required to provide products liability coverage only.
5. The insurance requirements of persons or organizations not identified herein shall be as designated by the agreement. All certificates of insurance designated must conform to the requirements of this Resolution.
6. Exceptions.
- a. Public entities are exempt from the requirements of this resolution. Any insurance and indemnity requirements of a public entity shall be pursuant to Section II(A)(5).
 - b. Persons providing judicial or quasi-judicial services as independent contractors, such as judges, arbitrators, hearing officers, expert witnesses, and court reporters shall be exempt from all insurance coverage requirements. Any insurance and indemnity requirements shall be pursuant to Section II(A)(5).
 - c. Each person making application for a permit for private property construction, alteration, improvement, demolition, or repair of any building or structure shall sign a declaration under penalty of perjury verifying workers' compensation coverage or exemption from coverage, as required by Section 19825 of the Health and Safety Code and, at the time of permit issuance, contractors shall show their valid workers' compensation insurance certificate.
 - d. Persons contracting with the City under subdivision agreements are exempt from providing evidence of workers' compensation.
 - e. Oil operators as regulated by Huntington Beach Municipal Code Section 15.16 and pipeline franchises as regulated by Huntington Beach Municipal Code Section 3.44 are exempt from the requirements of this resolution.
 - f. Taxicabs/Vehicles-for-hire as regulated by Huntington Beach Municipal Code Section 5.50 are exempt from the requirements of this resolution.
 - g. Trucking companies, including those regulated under Huntington Beach Municipal Code Section 10.32, are exempt from the minimum insurance requirements of this resolution but must submit proof of workers' compensation insurance and general liability insurance in accordance with the requirements of the Public Utilities Commission (PUC) regulations which include: 1) the general liability insurance requirements are \$600,000 combined single limit or \$250,000 bodily injury or death of one person and \$500,000 protection against total liability for bodily injury or death of more than one person from any one accident. 2) this is subject to the same \$250,000 limitation for each person and \$100,000 protection for accidental damage or destruction of property other than property being transported. 3) the City of Huntington Beach must be

named as certificate holder but does not need to be named as additional insured.

7. Indemnity

- a. Contractors and Permittees shall be required to indemnify City, pursuant to the indemnity provision attached hereto and incorporated herein by this reference as Exhibit "E".
- b. All design professionals shall be required to indemnify City pursuant to the indemnity provision attached hereto and incorporated herein by this reference as Exhibit "F".
- c. All other persons or organizations, including but not limited to professional service providers other than Design Professionals as defined by this Resolution, shall be required to indemnify City, pursuant to the indemnity provision attached hereto and incorporated by reference as Exhibit "G".

SECTION III. WAIVER OR MODIFICATION PROCEDURE

A. Waivers or Modification Request Form.

A department Request for Waiver or Modification, Exhibit "H" attached, shall be completed and forwarded to the Risk Manager for all requests for waiver or modifications of the minimum indemnification and insurance requirements. Claim history, financial statements and scope of work must be submitted as attachments with any request for waiver.

B. Waiver or Modification Authority.

The Risk Manager and the City Attorney may approve any waiver or modification of the insurance and indemnification requirements, including requests for indemnification of third parties. A denial may be appealed to the City Administrator.

C. Waiver Criteria.

The criteria to evaluate any requests for waiver shall include the following:

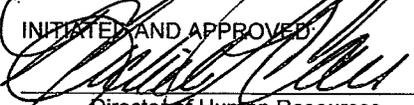
- a. The type of waiver or modification requested;
- b. The reason for the waiver or modification;
- c. The nature of the scope of work;
- d. The cost of the contract;
- e. The liability exposure of the City;
- f. The cost and availability of the coverage requested;
- g. The claim history of the requesting party;
- h. The past experience of the City with the requesting party; and
- i. The past experience of the City with other contracting parties of a similar nature.

SECTION IV. Resolution 2007-03 and all other resolutions in conflict herewith are hereby repealed.

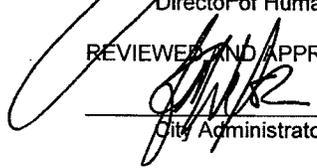
PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting held 6th day of October 2008.



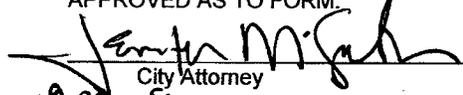
Mayor

INITIATED AND APPROVED:


Director of Human Resources

REVIEWED AND APPROVED:


City Administrator

APPROVED AS TO FORM:


City Attorney
9.24.08

Attachments

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit G
- Exhibit H
- Exhibit I

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / ADD'L LTR / ISSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

SPECIMEN COPY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

EXHIBIT A-2 of 4

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR
CONTRACTORS (Form B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name of Person or Organization: **THE CITY OF HUNTINGTON BEACH**
2000 Main Street
Huntington Beach, CA 92648

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you

RE: ALL OPERATIONS OF THE NAMED INSURED FOR THE CERTIFICATE HOLDER.

City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers

CG 20 10 11 85

Copyright. Insurance Services Office, Inc., 1984

EXHIBIT A-3 of 4

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

CITY OF HUNTINGTON BEACH
RISK MANAGEMENT
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

POLICY NUMBER
CERTIFICATE EXPIRES

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ³⁰days' advance written notice to the employer.

We will also give you ³⁰days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Tom Hansen
AUTHORIZED REPRESENTATIVE

K. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07/01/00 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

EXHIBIT A-4 of 4

THIS DOCUMENT HAS A BLUE PATTERNED BACKGROUND.

SCIF 10262 (REV.)

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS, AND PERMITTEES

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City Council Resolution _____ requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII:

1. General Liability: \$1,000,000 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. "Claims made" designation is only acceptable for professional or pollution liability insurance.

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact.)

2. Workers' Compensation and Employer's Liability: State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence. If you have no employees, you must sign a Declaration of Non-employee Status form available from the City. In lieu of a certificate of insurance, a certificate of consent to self-insure issued by the California Director of Industrial Relations is also acceptable.
3. Automobile liability of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact).

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

***PLEASE FORWARD THIS NOTICE TO YOUR INSURANCE AGENT.
FOR ASSISTANCE, PLEASE CONTACT RISK MANAGEMENT.***

EXHIBIT C

**INSURANCE REQUIREMENTS PROFESSIONAL
SERVICE CONTRACTORS**

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City Council Resolution No. _____ requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII :

Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

EXHIBIT D

INSURANCE REQUIREMENTS FOR LESSEES/LICENSEES

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City requires submittal of certificates of insurance pursuant to the form set forth in Resolution No. _____ evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII:

1. General Liability: \$1,000,000 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. "Claims made" designation is only acceptable for professional or pollution liability insurance.

For general liability certificate holder, the City of Huntington Beach, its elected or appointed officials, agents, officers, employees, and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact).

2. Workers Compensation and Employer's Liability: State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence. If you have no employees, you must sign a Declaration of Non-employee Status form available from the City. In lieu of a certificate of insurance, a certificate of consent to self-insure issued by the California Director of Industrial Relations is also acceptable.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

***PLEASE FORWARD THIS NOTICE TO YOUR INSURANCE AGENT,
FOR ASSISTANCE, PLEASE CONTACT RISK MANAGEMENT***

EXHIBIT E

TO RESOLUTION NO. _____

CONTRACTOR'S INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

EXHIBIT F

TO RESOLUTION NO. _____

INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, demands, and defense costs (including without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligence, recklessness or willful misconduct related to performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense, and the CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the CONSULTANT.

EXHIBIT G

TO RESOLUTION NO. _____

INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense and the CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by the CONSULTANT.



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

1. Requested by: _____
2. Date: _____
3. Name of contractor/permittee: _____
4. Description of work to be performed: _____
5. Value and length of contract: _____
6. Waiver/modification request: _____
7. Reason for request and why it should be granted: _____
8. Identify the risks to the City in approving this waiver/modification: _____

_____ Department Head Signature

_____ Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1.	Risk Management	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____	_____
			Signature	Date
2.	City Attorney's Office	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____	_____
			Signature	Date
3.	City Administrator's Office	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____	_____
			Signature	Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services.

EXHIBIT H



CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648

DECLARATION OF PERMITTEE

I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) for which this permit is granted.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or event(s) if any vehicle(s) is used.

Signature of Permittee _____

Print name _____

Company name (if applicable) _____

Date signed _____

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **regular** meeting thereof held on **October 6, 2008** by the following vote:

AYES: Hansen, Hardy, Bohr, Cook, Coerper, Carchio
NOES: None
ABSENT: Green
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California

APPENDIX F

BOND FORM

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Huntington Beach (hereinafter referred to as "City") has awarded to _____

(name and address of Contractor)

(hereinafter referred to as "Principal"), a contract ("Contract") for the work described as follows:

(project title)

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW THEREFORE, we, the undersigned Principal, and _____

(name and address of Surety)

(a duly admitted surety insurer under the laws of the State of California and hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto City in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code ("Claimants") for all labor, materials or services used or reasonably required for use in performance of the work described in the Contract, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant, or prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 or 1815 of the Labor Code, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work or labor performed under the Contract, Surety will pay for the same, in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall be null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns. In case any action is brought upon this bond, Surety further agrees to pay all court costs and a reasonable attorney's fee in an amount fixed by the court.

Surety stipulates and agrees, for value received, that no change, extension of time, alteration, addition or modification to the terms of the Contract, or any contract document or any work to be performed thereunder, whether made after notice or not, shall in any way affect, impair or release the obligations of Surety under this bond. Surety hereby waives notice of any such change,

Bond No. _____

extension of time, alteration, addition, or modification to the terms of the Contract, the contract documents or the work thereunder. Surety also waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, each party represents and warrants that this instrument has been duly executed by Principal and Surety, on the date set forth below, that the name of each corporate party being affixed hereto is such party's proper legal name and that the individuals signing this instrument have been duly authorized pursuant to the authority of its governing body. Surety, by execution of this bond, waives any defense which Surety has or may have by reason of any failure of the Principal to execute or properly execute this bond.

Dated: _____

ATTEST

(Corporate Seal)

(Principal Name)

By: _____
Name: _____
Its: _____

ATTEST

(Corporate Seal)

(Surety Name)

By: _____
Name: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

() _____
(Area Code & Telephone Number of Surety)

APPROVED AS TO FORM:
CITY OF HUNTINGTON BEACH

By: Jennifer McGrath
Jennifer McGrath
City Attorney
5/15/06

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.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Huntington Beach (hereinafter referred to as "City") has, by written agreement dated _____, 20____, entered into a contract with _____

(name and address of Contractor)

(hereinafter referred to as "Principal"), for performance of the work described as follows:

(Project Title)

WHEREAS, said contract, and all documents referenced therein (hereinafter collectively "Contract"), are incorporated herein by this reference made a part hereof as though set forth herein in full.

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond guaranteeing the prompt, full and faithful performance of said Contract.

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

(name and address of Surety)

(a duly admitted surety insurer under the laws of the State of California and hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto City in the penal sum of

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly, fully and faithfully perform each and all of the covenants, obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said contract may be altered, amended or modified from time to time; and if the Principal shall indemnify and save harmless City and all of City's officers, agents and employees (hereinafter collectively referred to as "Obligees") from any and all losses, liability and damages, claims, judgments, stop notices, fees and costs of every description, whether imposed by law or in equity, which may be incurred by the Obligees by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all alterations, amendments and modifications thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be and shall remain in full force and effect.

Surety stipulates and agrees, for value received, that no adjustment of the time or price in the Contract or any alteration, change, deletion, addition or other modification to the Contract, or the work to be performed thereunder, shall in any way affect, limit, restrict, impair or release the obligations of the Surety under this Bond. Surety waives notice of any adjustment of contract time or contract price, and

any other alteration, change, deletion, addition or other modification to the Contract, or the work to be performed thereunder, and agrees to automatically adjust the penal sum of this Bond to reflect such adjustments, alterations, changes, deletions, additions or other modifications. Surety agrees to provide written confirmation of such adjustments in the penal sum to City on not less than a quarterly basis. Surety also waives the provisions of Civil Code §§ 2845 and 2849.

The obligations of this Bond shall survive the completion of the work described in the Contract as to all obligations and liabilities of the Principal which survive completion of the work.

IN WITNESS WHEREOF, each party represents and warrants that this instrument has been duly executed by Principal and Surety, on the date set forth below, that the name of each corporate party being affixed hereto is such party's proper legal name and that the individuals signing this instrument have been duly authorized pursuant to the authority of its governing body. Surety, by execution of this bond, waives any defense which Surety has or may have by reason of any failure of the Principal to execute or properly execute this bond.

Dated: _____

ATTEST

(Corporate Seal)

(Principal Name)

By: _____
Name: _____
Title: _____

ATTEST

(Corporate Seal)

(Surety Name)

By: _____
Name: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

() _____
(Area Code & Telephone Number of Surety)

APPROVED AS TO FORM:

CITY OF HUNTINGTON BEACH

By: Jennifer McGrath
Jennifer McGrath
City Attorney
5/15/06

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.

APPENDIX G

SENATE BILL 1563



COUNTY OF ORANGE
PUBLIC FACILITIES & RESOURCES DEPARTMENT

300 N. Flower Street
Santa Ana, CA
P.O. Box 4048
Santa Ana, CA 92702-4048
Telephone: (714) 834-2300
Fax: (714) 834-5188

November 20, 2000

To: City Engineers ^{Bill}
Surveying, Engineering and Title Companies

Subject: Subdivision Mapping Procedures and New Legislation, Effective January 1, 2001

This past year has brought about important changes to existing legislation and the procedures that surveyors and engineers use to provide surveying services.

Enclosed is a letter from Gary Cowan, Assistant Tax Collector, clarifying the County's Subdivision Map Tax Bonding Procedure. Please note that "Parcel/Tract maps need to be recorded by December 31 deadline. Title Companies must submit their maps two weeks prior to this date."

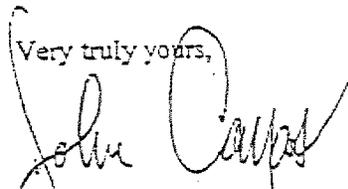
Also enclosed is a memorandum from Christopher Dargan, Deputy County Counsel, on the execution of corporate documents. It is based on a recently issued California Supreme Court ruling clarifying the rules applicable to the execution of documents by corporations. This includes corporate signatures on subdivision maps and is already in force in Orange County.

Senate Bill 1563 is the most significant surveying and mapping legislation that becomes effective January 1, 2001. Major changes/additions include the following:

- Requirements to take the LSIT Exam.
- Deletion of a portion of Section 8761 of the Professional Land Surveyors Act that mandates specific requirements on every map and plat issued by a Licensed Land Surveyor or Civil Engineer.
- Section 8771 of the Professional Land Surveyors Act (Monument Preservation) has been revised and expanded to include easements and resurfacing of street monumentation requirements. This section also requires pre and post construction corner records, effective in this office, January 1, 2001.
- This bill also includes, a 10 day, requirement to the preparer of the subdivision map by the County Recorder on subdivision maps and a 10 day notification to the preparer of records of surveys or corner records by the County Surveyor.

I have enclosed Senate Bill 1563 for your review. Please feel free to discuss procedural changes with my staff or me.

Very truly yours,


John Canas
County Surveyor

Attachments: Tax Bond Letter, Gary Cowan, 7/6/2000
"Execution of Corporate Documents", memorandum, Christopher Dargan, 7/19/2000
Senate Bill 1563

Cc: Vicki Wilson
Ken R. Smith

Senate Bill No. 1363

CHAPTER 673

An act to amend Sections 8741, 8761, 8762, 8771, and 8773.2 of the Business and Professions Code, and to amend Section 66466 of the Government Code, relating to land surveyors.

[Approved by Governor September 24, 2000. Filed with Secretary of State September 26, 2000.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1363, Leslie. Real property.

(1) Existing law, with respect to licensure under the Professional Land Surveyors' Act, authorizes the Board of Professional Engineers and Land Surveyors to prescribe by regulation reasonable educational or experience requirements but not to exceed 2 years of postsecondary education in land surveying for admission to the first division of the licensure examination.

This bill would require the board to prescribe by regulation reasonable educational or experience requirements to include 2 years of postsecondary education in land surveying, 2 years experience in land surveying, or a combination of one year of postsecondary education and one year of experience in land surveying for admission to the first division of the examination.

(2) Existing law requires every map or plat issued by a licensed land surveyor or registered civil engineer to show the bearing and length of lines, scale of map and north arrow, the name and legal designation of the property depicted, and the date or time period of the preparation of the map or plat.

This bill would delete the requirement that these items be included on each map or plat issued by a licensed land surveyor or registered civil engineer.

(3) Existing law requires the perpetuation by specified means of the location of monuments that control the location of boundaries and improvements or that provide survey control when a highway, right-of-way, or easement is improved, constructed, reconstructed, or relocated.

This bill would additionally impose this requirement when a highway, right-of-way, or easement is maintained or resurfaced and would specify that it applies only if the monument could be destroyed, damaged, covered, or otherwise obliterated as a result of these activities.

(4) Existing law provides for the filing of a record of survey, after the making of a field survey with the county surveyor, and the record of survey to thereafter be filed with the county recorder.

This bill would require the county recorder to provide the preparer of the map with the filing data, as defined, within 10 days of the filing if a postage-paid, self-addressed envelope or postcard was submitted by the preparer. The bill would also require the county surveyor to provide the preparer of a corner record with applicable filing data, as defined, within 20 days of a final filing if a postage-paid, self-addressed envelope or postcard was submitted by the preparer and the county surveyor's office does not maintain an electronic data base of filed corner records that is accessible to the public. The bill would also make certain clarifying changes in the act, and conforming changes in provisions of the Subdivision Map Act, as specified. The bill would impose a state-mandated local program because it requires local officials to provide a higher level of service.

(5) This bill would incorporate additional changes in Sections 8761 and 8771 of the Business and Professions Code proposed by SB 1863, to become operative only if both bills are enacted and become operative on or before January 1, 2001, and this bill is enacted last.

(6) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 8741 of the Business and Professions Code is amended to read:

8741. (a) The first division of the examination shall test the applicant's fundamental knowledge of surveying, mathematics, and basic science. The board shall prescribe by regulation reasonable educational or experience requirements including two years of postsecondary education in land surveying, two years of experience in land surveying, or a combination of one year of postsecondary education and one year of experience in land surveying for admission to the first division of the examination. Applicants who have passed the engineer-in-training examination, or who hold professional engineer registration, are exempt from this division of the examination.

The second division of the examination shall test the applicant's ability to apply his or her knowledge and experience and to assume responsible charge in the professional practice of land surveying.

(b) The applicant for the second division examination shall have successfully passed the first division examination, or shall be exempt therefrom. The applicant shall be thoroughly familiar with (1) the procedure and rules governing the survey of public lands as set forth in "Manual of Surveying Instructions," published by the Bureau of

Land Management, Department of the Interior, Washington, D.C. and (2) the principles of real property relating to boundaries and conveyancing.

(c) The board may by rule provide for a waiver of the first division of the examination for applicants whose education and experience qualifications substantially exceed the requirements of Section 8742.

(d) The board may by rule provide for a waiver of the second division of the examination and the assignment to a special examination for those applicants whose educational qualifications are equal to, and whose experience qualifications substantially exceed, those qualifications established under subdivision (c). The special examination may be either written or oral, or a combination of both.

SEC. 2. Section 8761 of the Business and Professions Code is amended to read:

8761. Any licensed land surveyor or registered civil engineer may practice land surveying and prepare maps, plats, reports, descriptions, or other documentary evidence in connection with that practice. All maps, plats, reports, descriptions, or other documents issued by the licensed land surveyor or registered civil engineer shall be signed by the surveyor or engineer to indicate the surveyor's or engineer's responsibility for them. In addition to the signature, the map, plat, report, description, or other document shall bear the seal or stamp of the licensee or registrant and the expiration date of the license or registration. If the map, plat, report, description, or other document has multiple pages or sheets, the signature, seal or stamp, and expiration date of the license or registration need only appear on the originals of the map or plat and on the title sheet of the report, description, or other document.

It is unlawful for any person to sign, stamp, seal, or approve any map, plat, report, description, or other document unless the person is authorized to practice land surveying.

SEC. 2.5. Section 8761 of the Business and Professions Code is amended to read:

8761. Any licensed land surveyor or registered civil engineer may practice land surveying and prepare maps, plats, reports, descriptions, or other documentary evidence in connection with that practice. All maps, plats, reports, descriptions, or other documents issued by the licensed land surveyor or registered civil engineer shall be signed by the surveyor or engineer to indicate the surveyor's or engineer's responsibility for them. In addition to the signature, the map, plat, report, description, or other document shall bear the seal or stamp of the licensee or registrant and the expiration date of the license or registration. If the map, plat, report, description, or other document has multiple pages or sheets, the signature, seal or stamp, and expiration date of the license or registration need only appear on the originals of the map or plat and on the title sheet of the report, description, or other document.

It is unlawful for any person to sign, stamp, seal, or approve any map, plat, report, description, or other document unless the person is authorized to practice land surveying.

It is unlawful for any person to stamp or seal any map, plat, report, description, or other document with the seal after the certificate of the licensee that is named on the seal has expired or has been suspended or revoked, unless the certificate has been renewed or reissued.

SEC. 3. Section 8762 of the Business and Professions Code is amended to read:

8762. After making a field survey in conformity with the practice of land surveying, the surveyor or civil engineer may file with the county surveyor in the county in which the survey was made, a record of the survey.

After making a field survey in conformity with the practice of land surveying, the licensed land surveyor or registered civil engineer shall file with the county surveyor in the county in which the field survey was made a record of the survey relating to land boundaries or property lines, if the field survey discloses any of the following:

(a) Material evidence or physical change, which in whole or in part does not appear on any subdivision map, official map, or record of survey previously recorded or properly filed in the office of the county recorder or county surveying department, or map or survey record maintained by the Bureau of Land Management of the United States.

(b) A material discrepancy with the information contained in any subdivision map, official map, or record of survey previously recorded or filed in the office of the county recorder or the county surveying department, or any map or survey record maintained by the Bureau of Land Management of the United States. For purposes of this subdivision, a "material discrepancy" is limited to a material discrepancy in the position of points or lines, or in dimensions.

(c) Evidence that, by reasonable analysis, might result in materially alternate positions of lines or points, shown on any subdivision map, official map, or record of survey previously recorded or filed in the office of the county recorder or the county surveying department, or any map or survey record maintained by the Bureau of Land Management of the United States.

(d) The establishment of one or more points or lines not shown on any subdivision map, official map, or record of survey, the positions of which are not ascertainable from an inspection of the subdivision map, official map, or record of survey.

(e) The points or lines set during the performance of a field survey of any parcel described in any deed or other instrument of title recorded in the county recorder's office are not shown on any subdivision map, official map, or record of survey.

The record of survey required to be filed pursuant to this section shall be filed within 90 days after the setting of boundary monuments during the performance of a field survey or within 90 days after completion of a field survey, whichever occurs first.

If the 90-day time limit contained in this section cannot be complied with for reasons beyond the control of the licensed land surveyor or registered civil engineer, the 90-day time period shall be extended until the time at which the reasons for delay are eliminated. If the licensed land surveyor or registered civil engineer cannot comply with the 90-day time limit, he or she shall, prior to the expiration of the 90-day time limit, provide the county surveyor with a letter stating that he or she is unable to comply. The letter shall provide an estimate of the date for completion of the record of survey, the reasons for the delay, and a general statement as to the location of the survey, including the assessor's parcel number or numbers.

The licensed land surveyor or registered civil engineer shall not initially be required to provide specific details of the survey. However, if other surveys at the same location are performed by others which may affect or be affected by the survey, the licensed land surveyor or registered civil engineer shall then provide information requested by the county surveyor without unreasonable delay.

Any record of survey filed with the county surveyor shall, after being examined by him or her, be filed with the county recorder. The county recorder shall provide the preparer of the map with the filing date within 10 days of the filing of the map.

SEC. 4. Section 8771 of the Business and Professions Code is amended to read:

8771. (a) Monuments set shall be sufficient in number and durability and efficiently placed so as not to be readily disturbed, to assure, together with monuments already existing, the perpetuation or facile reestablishment of any point or line of the survey.

(b) When monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated, and a corner record or record of survey of the references shall be filed with the county surveyor. They shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location if any monument could be destroyed, damaged, covered, or otherwise obliterated, and a corner record or record of survey filed with the county surveyor prior to the recording of a certificate of completion.

for the project. Sufficient controlling monuments shall be retained or replaced in their original positions to enable property, right-of-way and easement lines, property corners, and subdivision and tract boundaries to be reestablished without devious surveys necessarily originating on monuments differing from those that currently control the area. It shall be the responsibility of the governmental agency or others performing construction work to provide for the monumentation required by this section. It shall be the duty of every land surveyor or civil engineer to cooperate with the governmental agency in matters of maps, field notes, and other pertinent records. Monuments set to mark the limiting lines of highways, roads, streets or right-of-way or easement lines shall not be deemed adequate for this purpose unless specifically noted on the corner record or record of survey of the improvement works with direct ties in bearing or azimuth and distance between these and other monuments of record.

(c) The decision to file the required corner record or a record of survey shall be at the election of the licensed land surveyor or registered civil engineer submitting the document.

SEC. 4.5. Section 3771 of the Business and Professions Code is amended to read:

3771. (a) Monuments set shall be sufficient in number and durability and efficiently placed so as not to be readily disturbed, to assure, together with monuments already existing, the perpetuation or facile reestablishment of any point or line of the survey.

(b) When monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated, and a corner record or record of survey of the references shall be filed with the county surveyor. They shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location if any monument could be destroyed, damaged, covered, or otherwise obliterated, and a corner record or record of survey filed with the county surveyor prior to the recording of a certificate of completion for the project. Sufficient controlling monuments shall be retained or replaced in their original positions to enable property, right-of-way and easement lines, property corners, and subdivision and tract boundaries to be reestablished without devious surveys necessarily originating on monuments differing from those that currently control the area. It shall be the responsibility of the governmental agency or others performing construction work to provide for the monumentation required by this section. It shall be the duty of every

land surveyor or civil engineer to cooperate with the governmental agency in matters of maps, field notes, and other pertinent records. Monuments set to mark the limiting lines of highways, roads, streets or right-of-way or easement lines shall not be deemed adequate for this purpose unless specifically noted on the corner record or record of survey of the improvement works with direct ties in bearing or azimuth and distance between these and other monuments of record.

(c) The decision to file either the required corner record or a record of survey pursuant to subdivision (b) shall be at the election of the licensed land surveyor or registered civil engineer submitting the document.

SEC. 5. Section 8773.2 of the Business and Professions Code is amended to read:

8773.2. (a) A "corner record" submitted to the county surveyor or engineer shall be examined by him or her for compliance with subdivision (d) of Section 8765 and Sections 8773, 8773.1, and 8773.4, endorsed with a statement of his or her examination, and filed with the county surveyor or returned to the submitting party within 20 working days after receipt.

(b) In the event the submitted "corner record" fails to comply with the examination criteria of subdivision (a), the county surveyor or engineer shall return it to the person who submitted it together with a written statement of the changes necessary to make it conform to the requirements of subdivision (a). The licensed land surveyor or registered civil engineer submitting the corner record may then make the changes in compliance with subdivision (a) and resubmit the corner record for filing. The county surveyor or engineer shall file the corner record within 10 working days after receipt of the resubmission.

(c) If the matters appearing on the corner record cannot be agreed upon by the licensed land surveyor or the registered civil engineer and the county surveyor within 10 working days after the licensed land surveyor or registered civil engineer resubmits and requests the corner record be filed without further change, an explanation of the differences shall be noted on the corner record and it shall be submitted to and filed by the county surveyor. When the county surveyor places an explanatory note on a corner record, the county surveyor shall transmit a copy of the filed corner record within 10 working days of the filing to the licensed land surveyor or registered civil engineer who submitted the corner record.

(d) The corner record filed with the county surveyor of any county shall be securely fastened by him or her into a suitable book provided for that purpose.

(e) A charge for examining, indexing, and filing the corner record may be collected by the county surveyor, not to exceed the amount required for the recording of a deed.

(f) If the preparer of the corner record provides a postage-paid, self-addressed envelope or postcard with the filing of the corner record, the county surveyor shall provide the preparer of the corner record with the filing data within 20 days of final filing. For the purposes of this subdivision, "filing data" includes the date, book or volume, and the page at which the corner record is filed by the county surveyor. This subdivision shall not apply to a county surveyor's office that maintains an electronic data base of filed corner records that is accessible to the public by reference to the preparer's license number.

SEC. 6. Section 66466 of the Government Code is amended to read:

66466. (a) The county recorder shall have not more than 10 days within which to examine a final or parcel map and either accept or reject it for filing.

(b) If the county recorder rejects a final or parcel map for filing, the county recorder shall, within 10 days thereafter, mail notice to the subdivider and the city engineer if the map is within a city, or the county surveyor if the map is within the unincorporated area, that the map has been rejected for filing, giving the reasons therefor, and that the map is being returned to the city clerk if the map is within a city, or to the clerk of the board if the map is within the unincorporated area, for action by the legislative body. Upon receipt of the map, the clerk shall place the map on the agenda of the next regular meeting of the legislative body and the legislative body shall, within 15 days thereafter, rescind its approval of the map and return the map to the subdivider unless the subdivider presents evidence that the basis for the rejection by the county recorder has been removed. The subdivider may consent to a continuance of the matter; however, the prior approval of the legislative body shall be deemed rescinded during any period of continuance. If a map is returned to the county recorder, the county recorder shall have a new 10-day period to examine the map and either accept or reject it for filing.

(c) If the county recorder accepts the map for filing, the acceptance shall be certified on the face thereof. The map shall be securely fastened in a book of subdivision maps, in a book of parcel maps, or in a book of cities and towns which shall be kept for that purpose, or in any other manner as will assure that the maps will be kept together. The map shall become a part of the official records of the county recorder upon its acceptance by the county recorder for filing. If the preparer of the map provides a postage-paid, self-addressed envelope or postcard with the filing of the map, the county recorder shall provide the preparer of the map with the filing data within 10 days of the filing of the map. For the purposes of this subdivision, "filing data" includes the date, book or volume, and the page at which the map is filed by the county recorder.

(d) The fee for filing and indexing the map is as prescribed in Section 27372 of the Government Code.

(e) The original map shall be stored for safekeeping in a reproducible condition. The county recorder may maintain for public reference a set of counter maps that are prints of the original maps and produce the original maps for comparison upon demand.

(f) Upon the filing of any map, including amended maps and certificates of correction for recordation pursuant to this section or any record of survey pursuant to the Professional Land Surveyors' Act (Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code), the surveyor or engineer who prepared the document shall transmit a copy of the document, including all recording information, to the county surveyor, who shall maintain an index, by geographic location, of the documents. The county surveyor may charge a fee not to exceed the fee charged for recording the document, for purposes of financing the costs of maintaining the index of the documents.

The requirements of this subdivision shall not apply to any county that requires a document filed pursuant to this section to be transmitted to the county surveyor and requires that official to maintain an index of those documents.

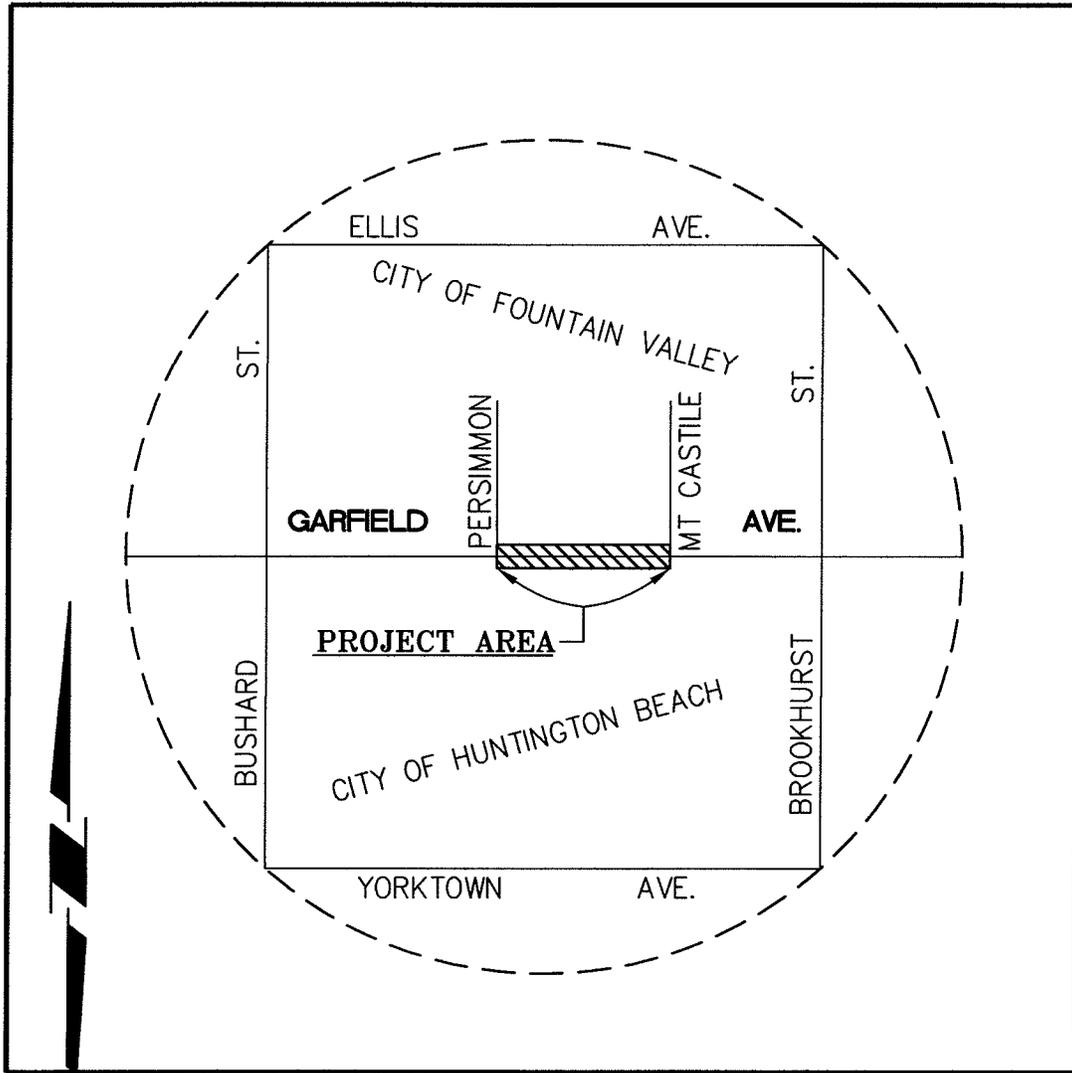
SEC. 7. Section 2.5 of this bill incorporates amendments to Section 8761 of the Business and Professions Code proposed by both this bill and SB 1863. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2001, (2) each bill amends Section 8761 of the Business and Professions Code, and (3) this bill is enacted after SB 1863, in which case Section 2 of this bill shall not become operative.

SEC. 8. Section 4.5 of this bill incorporates amendments to Section 8771 of the Business and Professions Code proposed by both this bill and SB 1863. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2001, (2) each bill amends Section 8771 of the Business and Professions Code, and (3) this bill is enacted after SB 1863, in which case Section 4 of this bill shall not become operative.

SEC. 9. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

APPENDIX H

LOCATION MAP



LOCATION MAP
N.T.S.

APPENDIX I

INFORMATION PHOTOGRAPHS

INFORMATIONAL PHOTOS
Garfield Avenue at Fountain Valley Channel (D05)



On north east side of channel looking south



On south / west side of channel looking north



South of Mt. Castile looking west



At Mt. Castile looking west

INFORMATIONAL PHOTOS
Garfield Avenue at Fountain Valley Channel (D05)



Weep hole in channel (north side)



Bottom of channel (north side)



At Persimmon looking east



On channel looking east

APPENDIX J

PERMITS

COUNTY PROPERTY PERMIT

2010-00309

Verma, Amit 10:16:24 AM
INSPECTION PHONE

714-955-0213

ENCROACHMENT PERMIT

COUNTY OF ORANGE

OC Public Works

County Property Permits

Main Office: 300 North Flower Street,
Santa Ana, California 92703-5001

or P.O. Box 4048, Santa Ana, California 92702-4048

(714) 834-3474 or (714) 834-5529

Fax: (714) 835-7425

Permit No: **2010-00309**

Effective Date: **8/10/2010**

12:00 AM

Expiration Date: **2/9/2011**

12:00 AM

Inspection office shall be notified at least
TWO (2) WORK DAYS PRIOR to
commencing permitted use. FAILURE
TO OBTAIN INSPECTION SHALL
VOID THIS PERMIT

PERMITTEE

City of Huntington Beach
2000 Main Street

Huntington Beach, CA 92705
714-536-5431

Contact Person Paul Whitely
Telephone No. 714-375-8444

FACILITY

Type	Facility Name	Number
	FOUNTAIN VALLEY CHANNEL	D05

PERMITTED USE:

User of County property is hereby authorized as follows, subject to provisions attached hereto:

Temporary access to place sandbags within a portion of Orange County Flood Control District's Fountain Valley Channel (D05) right-of-way, per attached plans and provisions, and to the satisfaction of County inspection personnel.

PERMITTED USE NOT EFFECTIVE UNTIL APPROVED BY ASSIGNED INSPECTOR.

*ALL PLAN CHECK, COMPACTION TESTING, AND INSPECTION FEES SHALL BE INVOICED.**

THIS PERMIT IS NOT VALID UNTIL THE PERMITTEE FIRST OBTAINS A RIDER TO THIS PERMIT TO ADD THE SELECTED CONTRACTOR AND THE CONTRACTOR SUBMITS A VALID CERTIFICATE OF LIABILITY INSURANCE THAT MEETS COUNTY INSURANCE REQUIREMENTS.

CEQA Code 1

SWPPP: No

LOCATION OF WORK:

Fountain Valley Channel (D05) at Garfiled Ave. between Mt Castile Dr and Persimmon Cir

Dimension/Type: temp sandbagging

Thomas Brother: 858; D4

Area: Huntington Beach

CONSIDERATION:

Types	PWO#	TUF Deposit	Surety	Penalty	Total	Total Fees: 0.00
FU	ERU2782	0.00 (2087)	0.00 (2091)	0.00	0.00	

PERMITTEE'S ACCEPTANCE:

SIGNATURE ON FILE

COUNTY APPROVAL:



Uribe, Carolyn

8/5/2010

PERMIT AND APPROVED PLANS SHALL BE MAINTAINED ON JOB SITE. PERMITTEE SHALL COMPLY WITH REGULATIONS PRINTED ON REVERSE SIDE OF PERMIT AND ATTACHMENTS. ALL UNDERGROUND WORK REQUIRES PRIOR 'UNDERGROUND SERVICE ALERT' COMPLIANCE. THIS PERMIT IS NON-TRANSFERABLE.

Note: Surety will not be refunded until Final Inspection is performed and submitted to County Property Permits.

**Orange County Flood Control District
Right-of-Way Encroachment Permit
Special Provision Attachment
2010-00309**

By acceptance of this permit, permittee agrees to the following:

1. All Orange County Flood Control District (hereinafter "District") improvements disturbed, damaged, vandalized or removed as a result of Permittee's activities within, upon, under or over District Right-of-Way (ROW) shall be repaired, restored or replaced at Permittee's expense in conformance with Orange County Public Works (hereinafter "OC Public Works") Standard Plans and to the satisfaction of the Director of OC Public Works or his designee (hereinafter "Director") within sixty (60) calendar days of the issuance of written notice by Director. If Permittee fails to repair, restore or replace District's improvements within 60 calendar days, Director may, in his sole and absolute discretion, cause the repair, restoration or replacement of District's improvements to be completed by District personnel or outside contractors and Permittee shall be solely responsible for these cost and expenses. Permittee agrees that in an emergency situation which threatens the public's health, safety or welfare as determined by Director in his sole absolute discretion, Director shall be permitted to cause the repair, replacement or restoration of District's improvements without prior notice to and Permittee shall be solely responsible for the cost of such repair, restoration or replacement in accordance with the procedures described above.
2. Permittee agrees that if any of Permittee's improvements are disturbed, damaged or removed by District during the course of District's operating, maintaining, repairing, improving, restoring, or enlarging District's improvements within, upon, over or under District's ROW Permittee shall be responsible for replacing, repairing, restoring or removing Permittee's improvements to the satisfaction of Director solely at Permittee's expense within sixty (60) calendar days of receiving written notice from Director.
3. Permittee's activities within District ROW allowed by this permit shall be performed during the NON-STORM-SEASON (May 1st through September 30th). No work shall be performed between October 1st and April 30th without prior authorization and approval obtained from the assigned County inspector.
4. Permittee, its assigns or successors shall be solely responsible for the operation, maintenance, repair and/or replacement of Permittee's improvements within District ROW.
5. Permittee agrees that it shall indemnify, defend with counsel approved in writing by District, and hold District, the County of Orange, their elected and appointed officials, officers employees agents and contractors (hereinafter "District/County Indemnities") harmless from any and all liability for injury or damage to third persons or property arising from Permittee's activities and/or improvements placed within, upon, under or

over District's ROW unless such injury or damage is caused by the gross negligence or willful misconduct of District, County or the District/County Indemnities.

6. Permittee shall maintain 90% relative compaction within District ROW.
7. Permittee shall not allow any non-District motorized vehicles to operate within District ROW. This permit does not authorize the use of motorized vehicles.
8. Permittee shall ensure that all laws and regulations are enforced and obeyed during event by Permittee and all participants.
9. Any chain link fencing including gates that are damaged during the approved permit activities are to be restored, repaired or replaced by Permittee to satisfaction of Director and in compliance with OC Public Works Standard Plan 600-1-OC.
10. If at anytime, District intends to modify, enlarge, reconstruct, repair and/or replace District facilities, Permittee agrees to remove and/or relocate interfering portions of Permittee's improvements within sixty (60) calendar days of the date of District's written notification to Permittee. Upon receipt of written notification from District, Permittee shall obtain an encroachment permit from District covering Permittee's plans to remove and relocate Permittee's interfering improvements. District agrees to expedite review of Permittee's encroachment permit application. Permittee shall be responsible for all financial charges associated with satisfying this permit special provision. If Permittee fails to remove its interfering improvements within the time period required, Director, in his sole and absolute discretion, may cause the removal of Permittee's interfering improvement to be completed by District staff or by outside contractor. Permittee agrees that it shall be solely responsible for the cost of such removal and shall reimburse District for all of its cost and expenses within sixty (60) calendar days of the mailing of an invoice by Director.
11. Nothing in this Permit is intended nor shall anything in this permit be construed to transfer to District or its successors and assigns or to relieve Permittee or their successors and assigns or predecessors in title of any responsibility or liability Permittee now has, has had, or comes to have with respect to human health or the environment, including, but not limited to responsibility or liability related to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation other provision of the law). Furthermore, District may exercise its right under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from Permittee or any others who are ultimately determined to have responsibility for said toxic or hazardous materials.
12. Permittee's use of District ROW which includes material deliveries shall be coordinated with the assigned inspector. **NO VEHICULAR ACCESS WITHIN DISTRICT ROW IS APPROVED EXCEPT FOR MAKING CONSTRUCTION MATERIAL DELIVERIES. ANY VIOLATION OF THIS PROVISION SHALL VOID PERMIT.**

13. No construction materials are to be stored in a way that impedes and/or interferes with bikeway use, channel inspection or maintenance operations.
14. **PERMITTEE ACKNOWLEDGES THAT IT SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE REGULATORY PERMIT AGREEMENTS AND SATISFYING ALL RESOURCE AGENCY REQUIREMENTS. FURTHERMORE PERMITTEE ACKNOWLEDGES THAT NEITHER THE COUNTY OF ORANGE NOR THE DISTRICT SHALL BE CO-NAMED IN ANY REGULATORY PERMIT AGREEMENTS OR OBLIGATED TO SATISFY ANY OF THE TERMS, CONDITIONS, PROVISIONS MITIGATION, OR MONITORING REQUIRED BY THE RESOURCE AGENCIES VIA THE REGULATORY PERMIT AGREEMENTS. PERMITTEE SHALL PROVIDE OC PUBLIC WORKS/OC PLANNING/COUNTY PROPERTY PERMITS WITH COPIES OF ALL REGULATORY PERMIT AGREEMENTS AND CONDITIONS AND MAINTAIN COPIES AT THE JOB SITE FOR INSPECTION PURPOSES.**
15. Permittee shall provide emergency access to Police, Fire and District personnel during permit period.
16. Permittee shall be required to yield the right-of-way to recreational users in cases where the District access road is also designated as a bikeway or riding/hiking trail. In such cases, the Permittee shall drive vehicles off to the right side of the access road/bikeway/trail improvement, stop, and allow the recreational users to pass by prior to commencing to the Permittee's desired location.
17. Any violation of the permit provision by Permittee and/or assigned contractor shall be adequate cause for immediate revocation of the permit by District.
18. Permittee shall comply with the requirements of State, County, and City Water Quality Ordinances and shall implement Best Management Practices (BMP's) to prevent all materials, including debris associated with the proposed project, from entering into the channel and/or District maintained areas.
19. Permittee is responsible for the construction, operation and maintenance of the proposed improvements within OCFCD right-of-way/easement.
20. Due to the scope of this project it is likely that dewatering or diversion will be required. If pumping groundwater into the channel is necessary, then the Permittee will be required to follow the California RWQCB - Santa Ana Region MS4 NPDES Municipal Permit requirements. PRIOR to the start of the dewatering operation the Permittee will be required to submit a site specific dewatering/diversion plan to the assigned inspector for approval.
21. The following requirements shall apply for approval to work in OCFCD R/W during the "storm season" (October 1 to April 30):

- a. The contractor shall be advised that if either dewatering or diversion is necessitated the Permittee may be required to obtain a DeMinimis Permit from the governing Regional Water Quality Control Board (RWQCB), Santa Ana or San Diego. If the project entails either action, the Permittee will have to provide proof of coverage to the assigned Inspector.
 - b. Any temporary, in-channel flow diversion (pumped or gravity flow) or discharge from dewatering shall be contained in a pipe/flume. In the event of dewatering, a desilting basin is required in at least one location.
 - c. Clear water diversions and dewatering operations shall be constructed in accordance with policies and guidelines outlined in the Caltrans Storm Water Quality Handbook, The Construction Site Best Management Practices Manual (BMP fact sheets, NS-2 and NS-5) or the California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook — Construction (BMP fact sheets, NS-2 and NS-5).
 - d. Any diversion/dewatering system chosen shall relieve seepage pressure, drain the channel invert, and keep the subgrade free from water.
 - e. The Contractor/Permittee shall submit a diversion/dewatering plan to County for review and acceptance prior to any construction.
22. Permittee or an authorized representative agrees to meet with the assigned Permit and Plan Review Specialist, OC Public Works /O&M/Engineering or their designated alternate, onsite to discuss the details and provisions of the County Property Permit.
Mr. Gary Palmer, Permit and Plan Review Specialist
OC Public Works/O&M/Engineering
(714) 955-0213
2301 Glassell Street
Orange, CA 92865
23. As required the Permittee may request to interlock with the Orange County Flood Control District's lock at the designated access gates. All unauthorized locks will be removed by the assigned inspector or their designated alternate.
24. Permittee agrees that only one lock per gate will be allowed to be interlocked on the designated District access gates for the use of all the authorized representatives of the Permittee who will be performing the activities in conformance with the approved permit provisions

Signature:  _____

Date: 8/10/10

Print Name: PAUL WHITELEY

STANDARD PROVISIONS
TO BE ATTACHED TO AND MADE A PART OF PERMIT NO. 2010-00309

1. Permits issued by this Department are pursuant to the authority vested by the Board of Supervisors for the County of Orange, Orange County Flood Control District, any one or all of which are hereinafter referred to as County.
2. Permittee agrees to save County, its agencies, districts, etc., including its officers, agents or employees, harmless from any and all penalties, liabilities or loss resulting from claims or court actions, arising directly out of any damage or injury to persons or property by reason of the acts or omissions of Permittee, its agents, employees or independent contractors in exercising any of the privileges herein granted or in consequence thereof.

The Permittee shall file a written accident report with the County of Orange for any property damage, death or injuries on project site within 48 hours after such incident occurs. The accident report shall include, but is not limited to, the following information, if available: time and date, location, nature of accident, names of people injured, description of property damage, police report number, and description of job site condition at the time of accident.

Failure to file an accident report shall be considered a violation of the permit provisions and may cause revocation of this permit.

Accident report shall be filed with the Inspection section assigned to the project. Contact can be made at the following telephone numbers:

Permits Inspection (714) 567-7804
1152 E. Fruit Street
Santa Ana, CA 92702

Operations Inspection (714) 955-0213
2301 Glassell
Orange, Ca 92865

3. Should any damage or injury to County works occur during initial use and/or as a result of this permitted use, either through the acts of agents, servants, or employees of Permittee or by any independent contractor of Permittee in the exercise of the rights herein granted, Permittee shall immediately, upon the written demand of County, restore such works to the condition of same on the date of the occurrence of said damage or injury at Permittee's cost or expense. The question as to whether or not any such damage or injury has been caused to the works shall be determined by the Director of OC Public Works (OCPW) and his determination shall be final. In the event repair by County is necessary, Permittee shall pay County the cost of such repairs.
4. County reserves the right unto itself to perform any work, upon any portion or all of the area covered by this permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that County reserves unto itself the rights of ingress over all or any portion of the subject area.
5. Neither this permit nor any of the rights herein granted shall be assigned without the prior written approval of the County.
6. By acceptance of this permit, Permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory governing agencies including, but not limited to, zoning regulations, applicable ordinances and laws, etc., of the County of Orange, the State of California, or others having regulatory control over the use granted herein.
7. A copy of this permit and approved plans, if applicable, shall be maintained at the site of work and be shown to any authorized representative of the County or other regulatory governing agency upon request.
8. No access or work shall be performed within County rights of way without the full knowledge of County's inspector, who shall be given not less than two work days' advance notice of the initiation of permitted use. Failure of Permittee to obtain inspection shall void this permit and necessitate reapplication by Permittee.
9. This permit may be immediately revoked for reasons in the best interest of the County, including violation of permit provisions or other applicable rules and regulations or for the creation of a nuisance upon notice given by the Director of OC Public Works or authorized representative. In the event of such revocation, Permittee shall immediately cease all operations and restore County right of way as directed by County's inspector.
10. Any construction performed within County properties shall be in accordance with OC Public Works (OCPW) Standard Plans and established criteria. Any deviation must be specifically detailed and highlighted on plans in a manner meeting the approval of County Property Permits.

No uses other than that as stated on this permit shall be exercised. Public right of way shall not be used for administrative operations or

B. Backfill material shall be subject to OCPW inspector's approval prior to placement. OCPW inspector may require 2-sack cement slurry backfill. PERMANENT A.C. PATCH shall be placed within thirty (30) working days after completion of backfilling operations.

21. **COMPACTION:** All backfill replaced in excavation within road right of way shall be compacted until relative compaction is NOT LESS than ninety percent (90%), as determined by the Relative Compaction Test as specified in the OC Public Works (OCPW) Department Standard Plans. PMB (aggregate base) shall be compacted to a relative compaction of NOT LESS than ninety-five percent (95%).

After completion of backfill and compaction operations and before permanent paving is replaced, contractor shall call for compaction tests to be performed and shall provide for test holes at locations and as directed by the inspector. In lieu of test holes as specified above, contractor may elect to call for compaction tests in successive lifts of backfill not to exceed two (2) feet vertically in time each lift of backfill is placed and compacted.

22. **REPLACING ENTIRE DRIVING AND/OR BIKE LANE:** If surfacing or pavement within driving lanes of a highway, as shown on the Master Plan of Arterial Highways or within a bikeway, is removed or damaged by Permittee's operation, existing surfacing or pavement for width of the driving or bike lane and for the length of the damaged surfacing shall be removed and replaced to a distance of not less than one hundred (100) feet. Such removal and replacement shall be to the satisfaction of the Director.
23. **OIL-MIXED SHOULDERS:** Improved oil-mixed shoulders are to be remixed to minimum depth of four (4) inches with an approved oil-mixing machine using approximately ½ gallon to 2½ gallons of SC 800 per square yard as determined by the Director. In lieu of the former, the entire width of the shoulder may be removed to a minimum depth of two (2) inches and replaced with a minimum of two (2) inches of AC.
24. **CONCRETE SIDEWALK OR CURB:** All concrete sidewalks or curbs shall be saw-cut to the nearest control joint and replaced in conformance with applicable provisions of the OC Public Works (OCPW) Department Standard Plans and Standard Specifications for Public Works Construction. Sidewalk removal and replacement shall be to the satisfaction of the Inspector.
25. **CARE OF DRAINAGE:** If the work herein contemplated shall interfere with established drainage, ample provision shall be made by the Permittee to provide for it, as may be required by the Director.

All roadside drainage ditches shall be restored to original grades, and inlet and outlet ends of all culverts shall be left free and clear.

26. **COMPLIANCE WITH TERMS OF PERMIT:** Permittee shall not make or cause to be made any excavation, or construct, place upon, maintain, or leave any obstruction or impediment to travel, or pile or place any material in or upon any highway, under the surface of any highway, at any location or in any manner other than that described in application as approved by the Director, or contrary to terms of permit or of any provision of the Ordinance hereinbefore referenced.

Permittee agrees that if installation of any nature or kind placed in the excavation, fill or obstruction, for which permit is issued, which shall at any time in the future interfere with use, repair, improvements, widening or change of grade of highway, Permittee or his successors or assigns, with ten (10) days after receipt of written notice from the Director to do so, at his own expense, either remove such installation or relocate to a site which may be designated by the Director.

Permittee hereby agrees to do all work and otherwise comply with provisions of Orange County Codified Ordinances Title 6, Section 6-1-1, et seq., as amended, terms and conditions of this permit, and all applicable rules and regulations of the County of Orange. All work shall be performed in accordance with provisions of this Ordinance and of all applicable laws, rules and regulations of Orange County and to the satisfaction of the Director.

After work has been completed, all debris and excess material from excavation and backfill operations shall be removed from right of way and the roadway left in a neat and orderly condition. All approaches to private driveways and intersecting highways and streets shall be kept open to traffic at all times. Excess materials which adhere to roadway surfacing, as a result of construction operations, shall be removed by approved methods to the satisfaction of the Director.

TRAFFIC

27. **ARTERIAL HIGHWAY TRAFFIC LANES:** Two-way traffic shall be maintained at all times. At no time between the hours of 7:00 a.m. and 8:30 a.m. and between the hours of 4:00 p.m. and 6:00 p.m., Monday through Friday (excluding legal holidays), shall there be any obstruction of an arterial highway traffic lane. Said restriction shall apply to vehicles, equipment, material, traffic control devices, excavation, stockpile or any other form of obstruction. Any exceptions must be approved specifically by a traffic control plan and by County-designated Supervising Construction Inspector.
28. **PROTECTION OF TRAVELING PUBLIC:** Permittee shall take adequate precautions for protection of the traveling public. Barricades, flashing amber lights and warning signs, together with flagmen, where necessary, shall be placed and maintained in accordance with the

**COUNTY OF ORANGE
COUNTY PROPERTY PERMITS
P.O. BOX 4048
SANTA ANA, CA 92702-4048**

LETTER OF AUTHORIZATION

In order to protect your interests, it is the policy of this agency to limit the issuance of permits for encroachments onto County-owned properties to those parties responsible for the construction, operation, or possible future removal or modification of such encroachments.

All such permit requests are to be executed by the permittee or an authorized representative of the permittee. Delegation of signature authorization in no way absolves the permittee of the ultimate responsibilities pursuant to the permit.

The person(s) indicated below are authorized to:

- Execute (sign); take delivery; request, and/or
- Take necessary action in my behalf, pertinent to obtaining permits from the Orange County Public Facilities & OC Public Works/Real Property/County Property Permits.

Permits in the name of _____
(Name of Company) and/or (Property Owner)

Location of work: _____

In our/my behalf, the following person(s) are authorized to act, as indicated above:

_____, (Printed Name of Authorized Person)	_____ (Title and/or Name of Company)
_____,	_____
_____,	_____

PERSON GIVING AUTHORIZATION: _____
(Printed Name)

(Signed Name)

Title: _____
(Company Officer and/or (Property Owner)

Authorization Expires: _____
(Date)

**COUNTY OF ORANGE
INSURANCE REQUIREMENTS
PERMITTEES**

Permittees shall be required to provide the County of Orange with verification of General Liability insurance with a combined single limit per occurrence minimum amount of One Million Dollars (\$1,000,000) for bodily injury and property damage. This general liability insurance shall be obtained from an insurance company licensed to do business in the State of California (throughout the United States), and shall be rated A-; VIII or better by **ambest.com**. The insurance certificate as well as an Additional Insured Primary Endorsement shall name the County of Orange, and Orange County Flood Control District as additional insured, and shall state that such insurance shall be primary and non-contributing with any insurance maintained by the County of Orange and Orange County Flood Control District. The insurance certificate or an endorsement must give the County of Orange thirty (30) days written notice prior to cancellation of coverage (see No. 3 below).

=====

Certificate of Insurance and Endorsement:

1. The certificate holder shall be County of Orange, County Property Permits, P.O. Box 4048, Santa Ana, CA 92702-4048.
2. Additional insured shall be specifically spelled out in the "Special Items" section of the certificate as well as on the Additional Insured Primary Endorsement. For events or work within County Roads, County Flood Control areas, the additional insured shall be: **COUNTY OF ORANGE**, and **ORANGE COUNTY FLOOD CONTROL DISTRICT**.

NAMING THE COUNTY OF ORANGE, ORANGE, and ORANGE COUNTY FLOOD CONTROL DISTRICT. AS ADDITIONAL INSURED ON THE CERTIFICATE ONLY IS NOT ACCEPTABLE AND YOUR INSURANCE WILL BE REJECTED. THERE ARE ABSOLUTELY NO EXCEPTIONS TO THIS POLICY.

3. The certificate shall state that the County will be given at least THIRTY (30) DAYS ADVANCE NOTICE for cancellation of the policy. Either a 30 day notice of cancellation endorsement shall accompany the certificate of insurance, or the preprinted ACORD form cancellation clause must be edited as follows:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

4. The certificate shall show the name of the insured, the expiration date of the policy, the coverage provided, the limits of insurance, declare any deductible or self insured retentions (SIR), and specify the name of the insurance company providing coverage. In addition, it shall be an original certificate and have a "blue ink" signature. The County will accept a faxed certificate and endorsement FROM THE INSURANCE AGENT/BROKER; however, this MUST be followed up with a "wet signature" copy by mail or messenger from the insurance agent/broker.

Attached you will find a sample of an Additional Insured Primary Endorsement and an Additional Insured Endorsement. The endorsements must be signed by the Insurance agent/broker. If the Additional Insured Primary Endorsement cannot be used by your agent/broker, this wording may be added to the Additional Insured Endorsement:

"It is agreed that any insurance maintained by the County of Orange and Orange County Flood Control District, shall apply in excess of, and not contribute with, insurance provided by this policy".

Should you require any further clarification or desire additional information, please contact County Property Permits at (714) 834-3474 or (714) 834-3432

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

Insurance agent's name and address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Phone #

Fax #

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

INSURED

Insured's name And address

Phone #

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	ABC 123456	01/01/2001	01/01/2002	GENERAL AGGREGATE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	CBA 654321	01/01/2001	01/01/2002	STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

COUNTY OF ORANGE, AND ORANGE COUNTY FLOOD CONTROL DISTRICT ARE NAMED ADDITIONAL INSURED. Add Primary Insurance Wording.

CERTIFICATE HOLDER

COUNTY OF ORANGE
 COUNTY PROPERTY PERMITS
 P.O BOX 4048
 SANTA ANA, CA 92702-4048

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

*POLICY NUMBER: _____ CL246

*INSURED COMPANY NAME: _____ (11-85)

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 Person or Organization:

County of Orange, and Orange County Flood Control District, as Additional Insured.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

“It is agreed that any insurance maintained by the County of Orange, and Orange County Flood Control District will apply in excess of, and not contribute with, insurance provided by this policy.”

Insurance Agents Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED PRIMARY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that any person or organization described below is an additional insured, but only with respect to liability arising out of operations performed for the additional insured by or on behalf of the named insured. The insurance afforded to such additional insured is primary and shall not contribute in any way with any other insurance which such additional insured may have.

All other endorsements, provisions, conditions, and exclusions of this insurance shall remain unchanged and apply to the additional insured described below.

ADDITIONAL INSURED	TYPE OF OPERATION	PROJECT LOCATION
--------------------	-------------------	------------------

County of Orange and County Flood Control District		
--	--	--

PER CERTIFICATE ATTACHED

INSURED: _____

AGENT: _____ AGENT'S SIGNATURE: _____

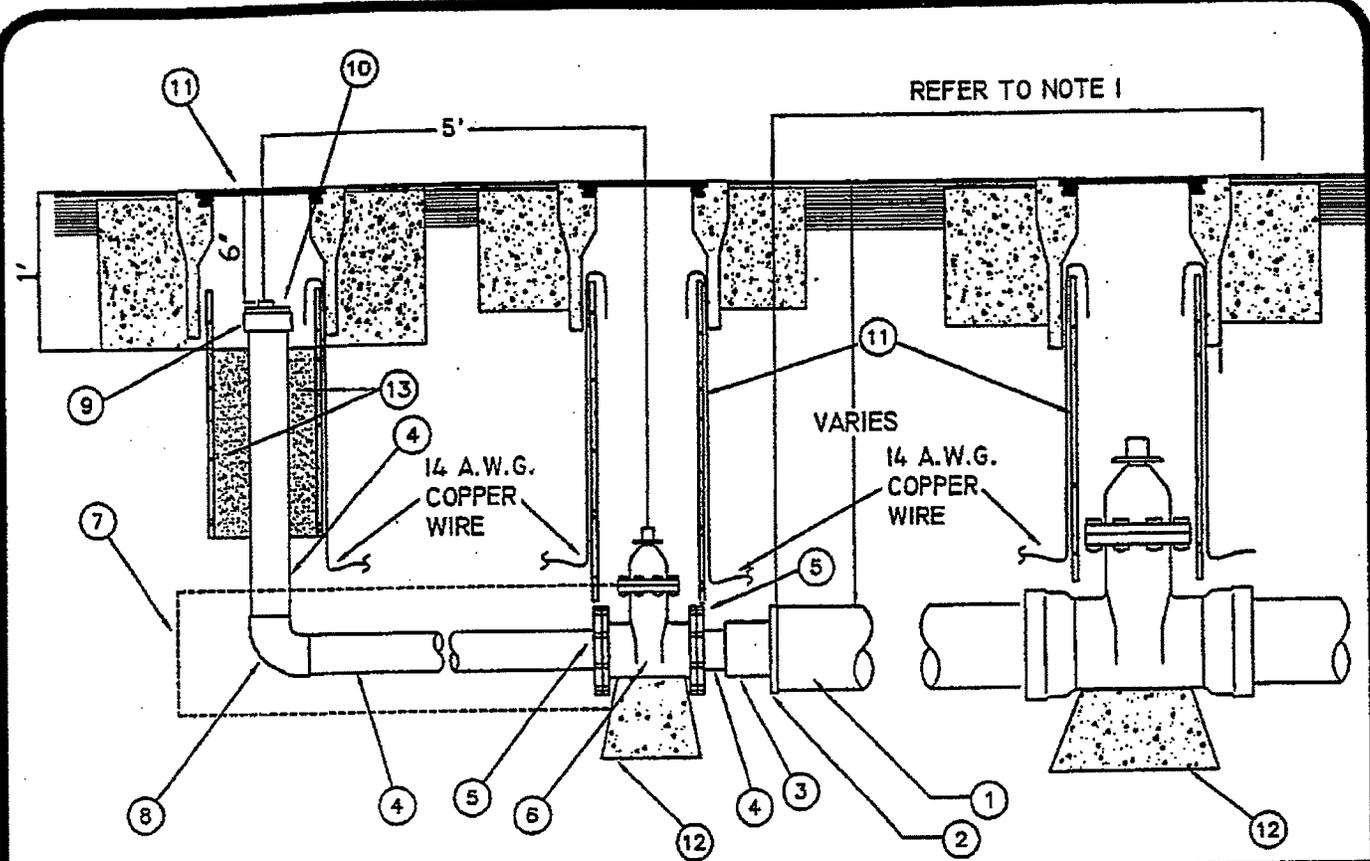
POLICY NO.: _____

APPENDIX P

AGENCY STANDARD PLANS

Standard Plans provided within this appendix are purely for the Contractors convenience. It is the Contractors responsibility to construct this Project in accordance with the Standard Plans referenced within the Project Plans or Specifications, even if a Standard Plan is inadvertently absent from this appendix. Complete Public Works Standards can be download at City website, refer to Appendix A and B.

City of HB	Sign	Project Construction Sign
City of HB	Standard Plan 608	4" Blow-off Assembly
City of HB	Standard Plan 612	Valve Box Assembly
City of HB	Standard Plan 612A	Valve Stem Extension
City of HB	Standard Plan 614	Thrust Blocks
City of HB	Standard Plan 630 CP	Electrothermal Weld Detail and Buried Pipe Joint Bonding Detail
City of HB	Standard Plan 631 CP	Cathodic Test Station Box and Rubber Gasket Joint Bonding Detail
City of HB	Standard Plan 632 CP	Gate Valve Bonding Detail & High Potential Magnesium Anodes
City of HB	Standard Plan 633 CP	Cable Trench & Buried Wire Splice
City of HB	Standard Plan 643 CP	Buried Insulation Flange detail and Test Station
City of HB	Standard Plan 635 CP	Sacrificial Anode Test Station Wiring Diagram
City of HB	Standard Plan 636 CP	Cathodic Protection for Ductile Iron Fittings (6-18-Inch in Diameter)
City of HB	Standard Plan 637 CP	Cathodic Protection for Ductile Iron, 6-12-Inch Pipe with Anode Test Station
City of HB	Standard Plan 638 CP	Buried Insulating Flange Test Station Wiring Diagram & Two Wire Test Station
City of HB	Spec 02510.1	Ductile Iron Pipe
City of HB	Spec 02515.1	Connections to Existing Pipelines
City of HB	Spec 02516	Disinfection of Water Distribution
City of HB	Spec 02517	Pressure Testing of Pipelines



GENERAL NOTES

1.) IF WATER MAIN IS TO BE CONTINUED IN THE FUTURE AND GATE VALVE IS IN LOCATION PRESCRIBED BY STD. PLAN 600 GATE VALVE SHALL BE SAME SIZE AS WATER MAIN EXTEND WATER MAIN A MINIMUM OF 10' BEYOND GATE VALVE (I.E. ELIMINATE 4" G.V.) THEN CONNECT 4" P.V.C. DIRECTLY TO TAP PLUG ADD THRUST BLOCK PER STD. PLAN 614 TO TAPPED PLUG. 2.) ALL PLASTIC CONNECTIONS SHALL BE SOLVENT WELDED (NSF APPROVED). 3.) DO NOT CONNECT SERVICES DOWNSTREAM OF G.V. OR TO 4" P.V.C. 4.) ALL NUTS & BOLTS SHALL BE 316 GRADE STAINLESS STEEL. 5.) A.R. - AS REQUIRED. 6.) REFER TO GEN. NOTES STD. PLAN 100.

ITEM	DESCRIPTION	SPECIFICATION	QTY
①	P.V.C. PIPE—SIZE PER PLAN	02510.9	AR
②	TAPPED PLUG—SIZE PER PLAN X 4" OUTLET	02510.1	1
③	4" P.V.C. SCH 80 SLIP X MPT OR FPT ADAPTER	02530.9	1
④	4" P.V.C. SCH 80	02530.9	AR
⑤	4" P.V.C. SCH 80 SLIP FLANGE	02530.9	2
⑥	4" R/W VALVE FLANGE ENDS	02530.9	1
⑦	CONCRETE ENCASEMENT	03300	
⑧	4" P.V.C. SCH 80 SLIP 90 ELBOW	02530.9	1
⑨	4" P.V.C. SCH 80 SLIP/FPT ADAPTER	02530.9	1
⑩	4" P.V.C. SCH 80 THREADED PLUG	02530.9	1
⑪	VALVE BOX—PER STD 612	02085.9	3
⑫	THRUST BLOCK—PER STD. PLAN 614	03300	AR
⑬	COMPACTED PEA GRAVEL	02060	AR

APPROVED:

R. R. Blalock
CITY ENGINEER

DATE: 6/23/99

CITY OF HUNTINGTON BEACH

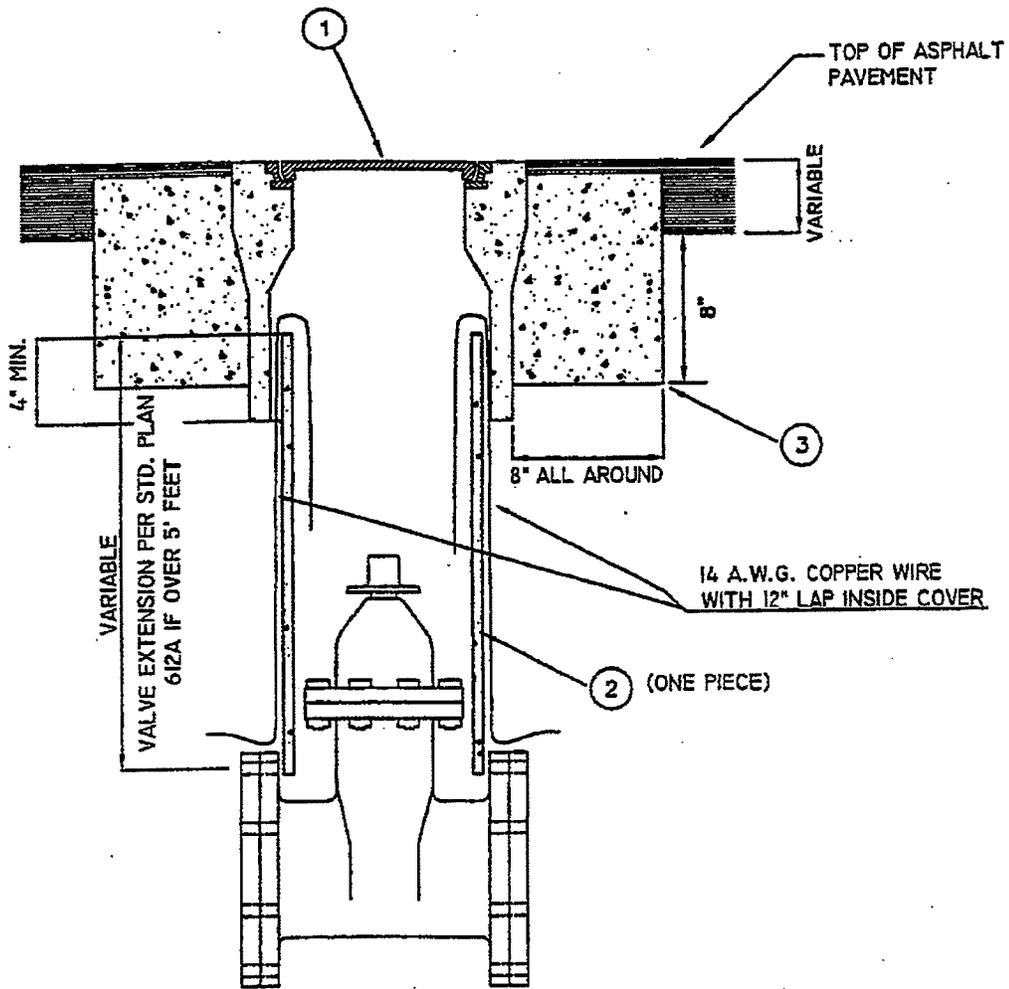
DEPARTMENT OF PUBLIC WORKS



4" BLOW-OFF ASSEMBLY

STANDARD PLAN

608



GENERAL NOTES

- 1.) TOP OF VALVE BOX SHALL BE FLUSH WITH TOP OF PAVEMENT
- 2.) REFER TO GENERAL NOTES ON PUBLIC WORKS STD PLAN 100.
- 3.) RADIO LOCATION TAPE OR COPPER WIRE SHALL BE SECURELY TAPED TO THE INSIDE OF THE VALVE BOX.

ITEM	DESCRIPTION	SPECIFICATION	QTY
①	VALVE BOX COVER, MARKED "WATER"	02085.9	1
②	8" P.V.C. SCH 100	02530.9	AR
③	CONCRETE COLLAR	03300	1

APPROVED:

Richard L. [Signature]
CITY ENGINEER

CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS

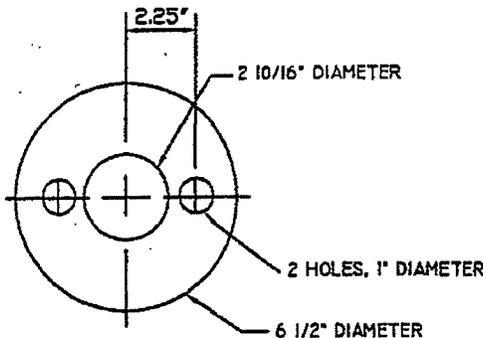
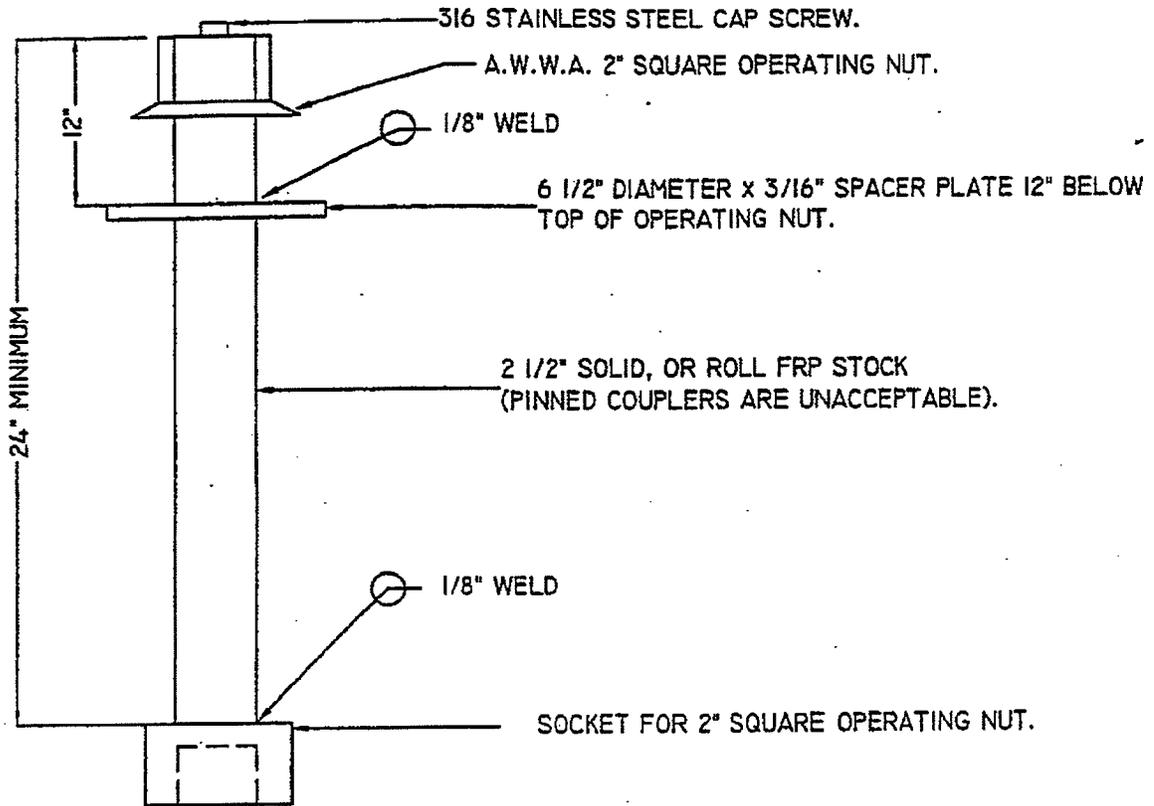


STANDARD PLAN

VALVE BOX ASSEMBLY

612

DATE: 6/23/99



SPACER PLATE PLAN

GENERAL NOTES

1. PROVIDE VALVE STEM EXTENSIONS WHEN DEPTH TO OPERATING NUT EXCEEDS 48" (FABRICATE EXTENSION TO FIELD MEASUREMENT - SEE NOTE 2).
2. NO VALVE STEM EXTENSION SHALL BE LESS THAN 2 FEET IN LENGTH. TERMINATE EXTENSION 24" TO 36" FROM FINISHED GRADE.
3. PROVIDE ADDITIONAL SPACER PLATE WHEN DISTANCE TO BOTTOM SOCKET EXCEEDS 5 FEET.
4. ALL EXTERNAL SURFACES SHALL BE HOT DIPPED GALVANIZED

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[Signature]
CITY ENGINEER

CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS

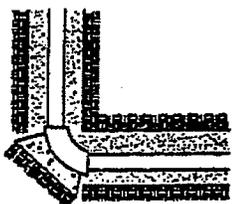


STANDARD PLAN

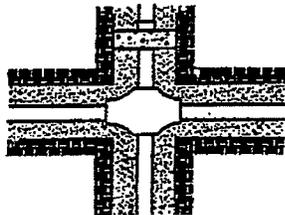
VALVE STEM EXTENSION

612A

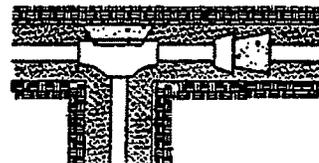
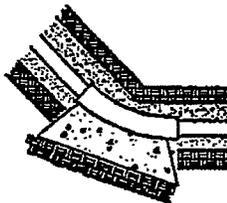
DATE: 6/23/99



90 DEGREE BEND



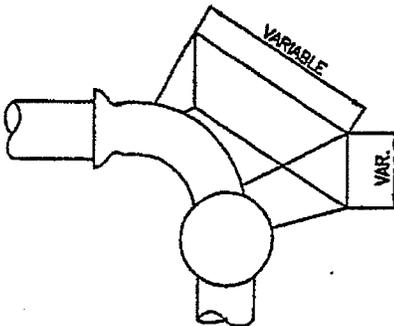
REDUCER



TEE AND PLUG

BEARING AREA SQUARE FEET

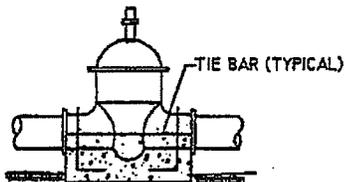
PIPE DIAMETER	TEES, PLUGS & REDUCERS	90° BEND	45° BENDS	22 1/2° BENDS
4 & 6	4	5	3	2
8	7	9	5	3
12	15	22	12	6
14	20	29	16	8
16	27	38	20	10



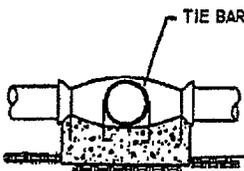
1. BEARING AREAS DESIGNED FOR MAXIMUM OF 1500 PSF SOIL BEARING CAPACITY.
2. BEARING AREAS SHALL BE INCREASED AT THE OPTION OF CITY ENGINEER IF SOIL BEARING PRESSURE IS LESS THAN 1500 PSF.
3. CONCRETE SHALL BE PER SPECIFICATION 03300.
4. REFER TO GENERAL NOTES STANDARD PLAN 100.
5. BEARING AREAS OF BLOCK IN LINE OF RESULTANT THRUST SHALL BE AGAINST UNDISTURBED EARTH.
6. TIE BARS SHALL BE 1/2" EPOXY COATED REBAR (PER ASTM 767 AND D3963) OR STAINLESS STEEL (WHEN EXPOSED) WITH ACI HOOKED ENDS.
7. MINIMUM CONCRETE THICKNESS = 12 INCHES.

THRUST BLOCKS FOR VALVES, CROSSES AND VERTICAL THRUST

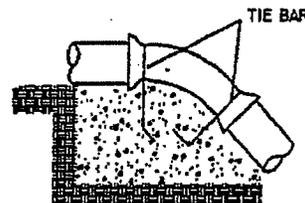
VALVES



CROSS



VERTICAL THRUST



THRUST BLOCKS FOR VALVES, CROSSES AND VERTICAL THRUST

PIPE DIAMETER	THRUST BLOCK REQUIRED
4"	21 CUBIC FEET
6"	1 CUBIC YARD
8"	2 CUBIC YARDS
12"	6 CUBIC YARDS
14"	9 CUBIC YARDS
16"	11 CUBIC YARDS

APPROVED:

Richard B. [Signature]
CITY ENGINEER

CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS



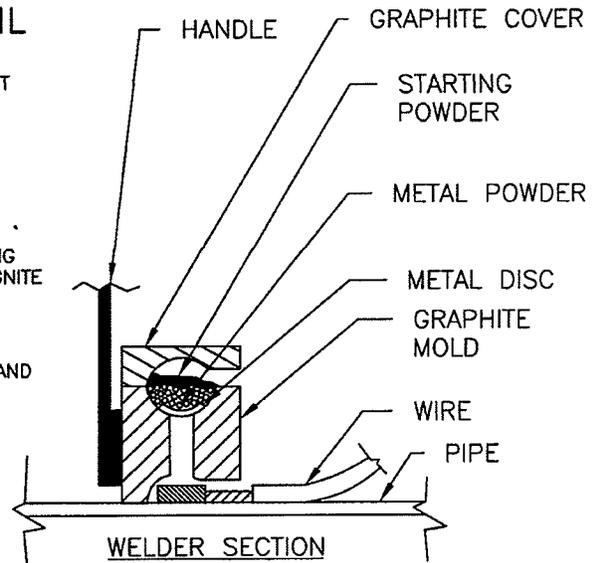
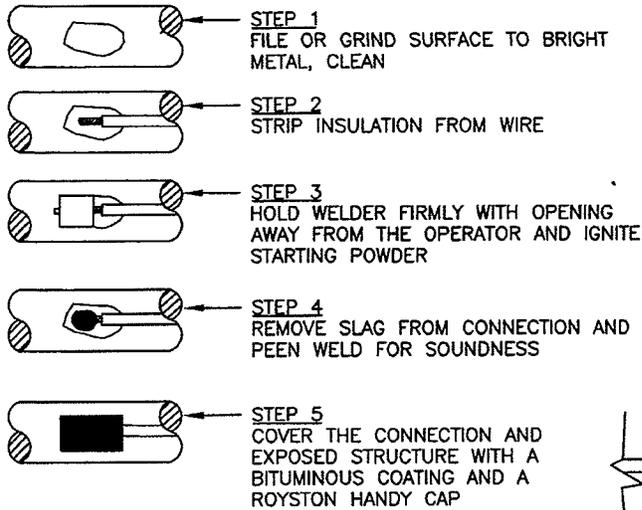
STANDARD PLAN

THRUST BLOCKS

614

DATE: 6/23/99

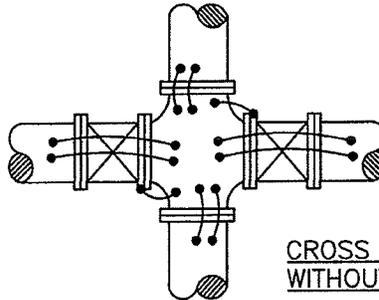
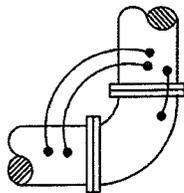
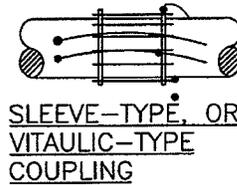
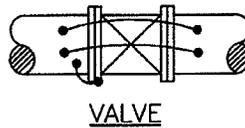
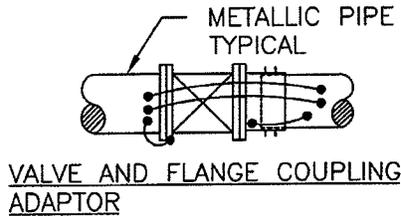
EXOTHERMIC WELD DETAIL



NOTES

1. WELDER SHOWN IS FOR HORIZONTAL SURFACES ONLY. FOR VERTICAL SURFACES A SIDE WELDER IS REQUIRED.
2. ALL WIRE WELDS SHALL BE A MINIMUM OF 3-INCHES APART.
3. STANDARD WELD CARTRIDGES SHALL BE USED FOR STEEL SURFACES. FOR DUCTILE IRON THE WELD METAL SHALL BE XF-19 ALLOY OR EQUIVALENT. USE APPROPRIATELY SIZED CHARGES AND MOLDS FOR THE WIRE GAGE AND POSITION.
4. EXTEND ROYBOND 747 COATING 3-INCH ONTO EXISTING PIPE COATING OR AROUND WELD AREA.
5. USED COPPER SLEEVES AS RECOMMENDED BY THE EXOTHERMIC WELD MANUFACTURED FOR THE WIRE TO BE WELDED.
6. USE THE APPROPRIATE WELD MOLDS FOR HORIZONTAL AND VERTICAL APPLICATION. THIS DETAIL ILLUSTRATES THE USE OF A HORIZONTAL WELD CONFIGURATION.

BURIED PIPE JOINT BONDING DETAIL



NOTES

1. BOND WIRE SHALL BE NO. 6 AWG STRANDED HMWPE WIRE INSULATION UNLESS OTHER WISE SPECIFIED.
2. ALL WIRE WELDS SHALL BE A MINIMUM OF 3-INCHES APART.
3. BOND WIRE SHALL LAY FLAT WITH SLACK AGAINST THE PIPE, OR FITTING WITHOUT BRIDGING OVER FLANGES, COUPLINGS OR JOINTS.
4. FOR PIPE DIAMETERS 20-INCHES OR LESS, TWO BOND CABLES ARE REQUIRED. FOR PIPE DIAMETERS LARGER THAN 20-INCHES, THREE BOND CABLES ARE REQUIRED.
5. DO NOT BOND ACROSS INSULATING FLANGES OR ELECTRICAL ISOLATION DEVICES.
6. REFER TO STANDARD PLAN 632 FOR DETAILS FOR CONTINUITY BONDING TO A VALVE.

APPROVED:

[Signature]
ACTING CITY ENGINEER

DATE: 01/28/08

CITY OF HUNTINGTON BEACH

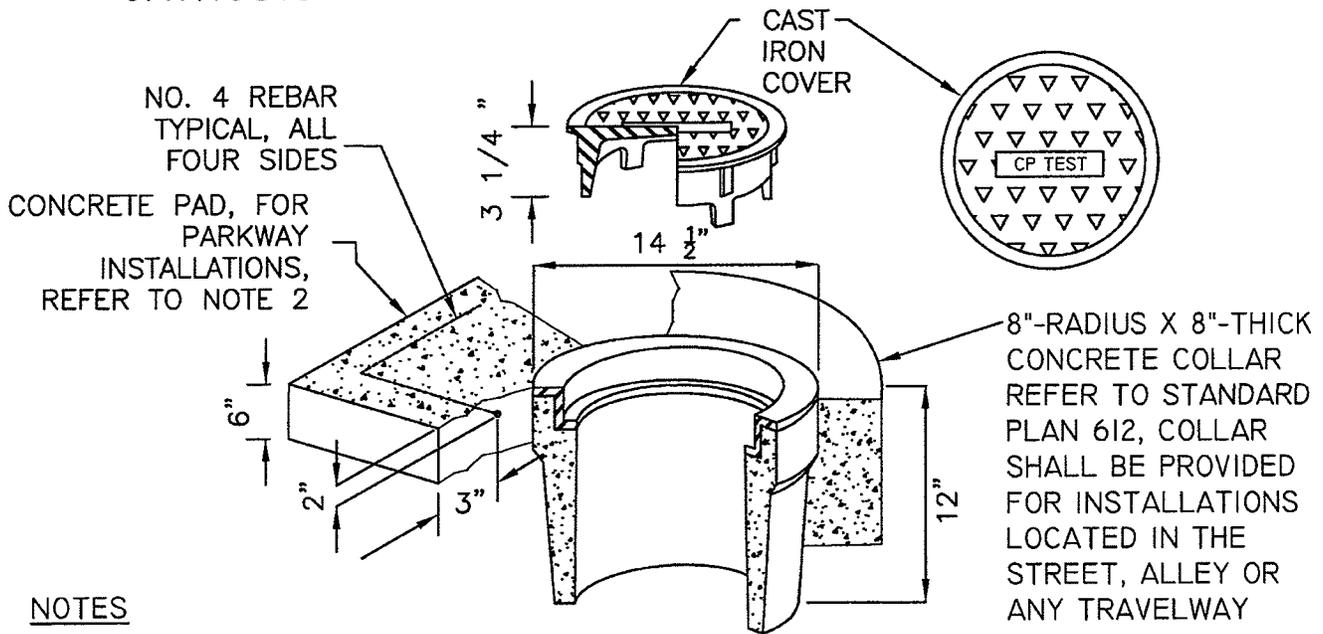
DEPARTMENT OF PUBLIC WORKS



EXOTHERMIC WELD DETAIL AND
BURIED PIPE JOINT BONDING DETAIL

STANDARD PLAN
630 CP

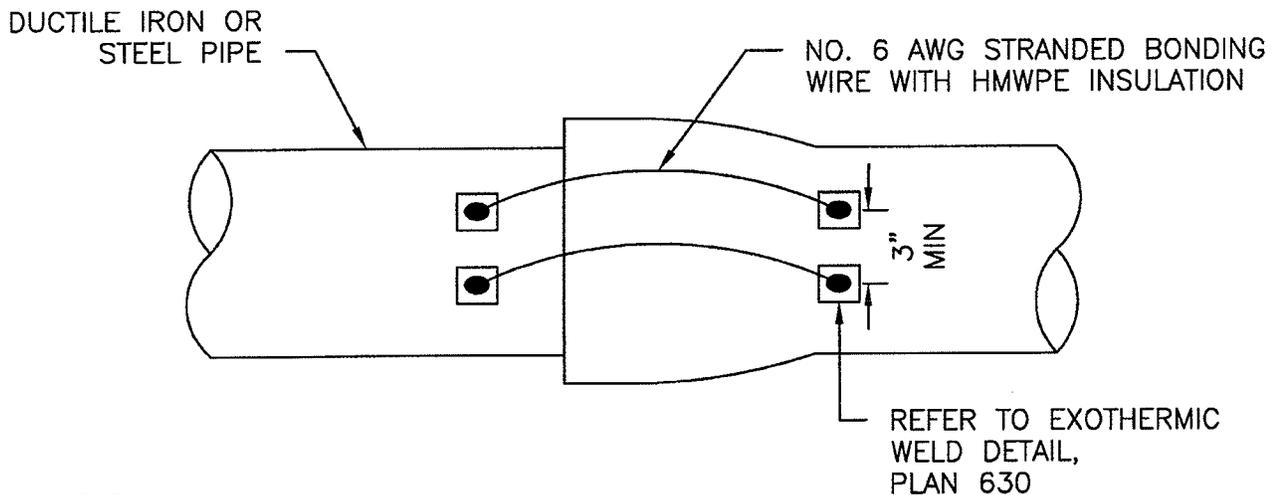
CATHODIC TEST STATION BOX



NOTES

1. TEST BOX IS TO BE LOCATED BEHIND THE CURB, OFF THE PAVED ROADWAY OR AS SHOWN ON THE APPROVED PLANS. DO NOT PLACE IN PARKING SPACES, DRIVEWAYS OR SIDEWALKS.
2. PROVIDE 24" X 24" X 6" THICK REINFORCED CONCRETE PAD AROUND TEST BOX AT UNPAVED SITES.
3. CATHODIC PROTECTION TEST BOX SHALL BE H-20 TRAFFIC RATED, CHRISTY G-5 OR EQUAL.
4. BODY WEIGHT SHALL BE 54 LB MINIMUM. COVER WEIGHT SHALL BE 12 LB MINIMUM.

RUBBER GASKET JOINT BONDING DETAIL



NOTES

1. BOND WIRE SHALL BE NO. 6 AWG STRANDED HMWPE WIRE INSULATION UNLESS OTHERWISE SPECIFIED.
2. ALL WIRE WELDS SHALL BE A MINIMUM OF 3-INCHES APART.
3. BOND WIRE SHALL LAY FLAT WITH SLACK AGAINST THE PIPE, OR FITTING WITHOUT BRIDGING OVER FLANGES COUPLINGS OR JOINTS.
4. DO NOT PLACE EXOTHERMIC WELD ON THE BELL OF THE PIPE.
5. A MINIMUM OF TWO BOND WIRES ARE REQUIRED FOR PIPE DIAMETER OF 20 INCHES OR LESS. FOR PIPE DIAMETERS LARGER THAN 20 INCHES THREE CABLES ARE REQUIRED.

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[Signature]
ACTING CITY ENGINEER

DATE: 01/28/08

CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS



CATHODIC TEST STATION BOX AND
RUBBER GASKET JOINT BONDING DETAIL

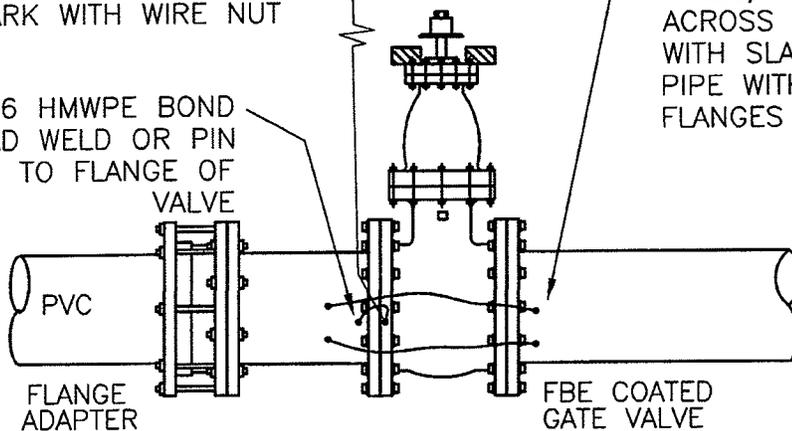
STANDARD PLAN
631 CP

GATE VALVE BONDING DETAIL

GROUND WIRE, NO. 12 AWG STRANDED COPPER WIRE W/ THHN-THWN INSULATION AND 12-INCHES OF LAP INSIDE VALVE RISER, MARK WITH WIRE NUT

2- NO. 6 HMWPE BOND WIRE, CAD WELD OR PIN BRAZE WIRE TO FLANGE OF VALVE

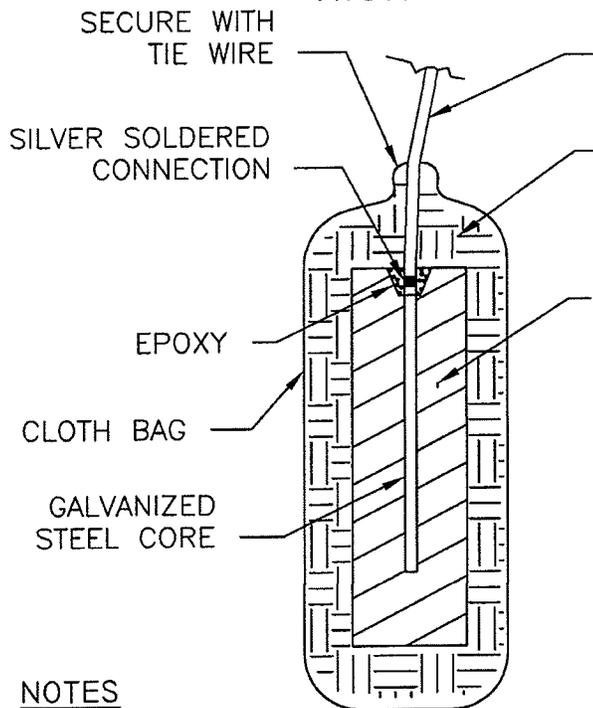
2- NO.6 HMWPE BOND WIRES, WIRES SHALL BOND ACROSS THE VALVE, LAY FLAT WITH SLACK AGAINST THE PIPE WITHOUT BRIDGING OVER FLANGES OR JOINTS



NOTES:

1. ALUMINO-THERMIC WELDS SHALL BE MINIMUM OF 3-INCHES APART.
2. APPLY NO-OX-ID "A SPECIAL WW" GREASE AND WRAP TO ALL BURIED, NON-EPOXY COATED SURFACES I.E. FLANGES, COUPLINGS, ETC.
3. CARE SHALL BE TAKEN TO INSURE THAT THE INTERIOR LINING OF THE VALVE OR THE GASKET SHALL NOT BE DAMAGED BY CAD WELDING OF BONDING WIRES. VALVES WITH DAMAGED LINING SHALL BE IMMEDIATELY REMOVED FROM THE CONSTRUCTION SITE.
4. REFER TO PLAN 636 FOR CATHODIC PROTECTION DETAILS FOR DUCTILE IRON FITTINGS.

HIGH POTENTIAL MAGNESIUM ANODES



ANODE LEAD WIRE, NO. 12 AWG STRANDED COPPER WIRE WITH RED THHN-THWN INSULATION
 BACKFILL COMPOSITION
 75% GYPSUM
 20% BENTONITE
 5% SODIUM SULFATE

HIGH POTENTIAL CAST MAGNESIUM INGOT
 INGOT SIZE: 17D3, 3.5" X 4" X 25"

CHEMICAL COMPOSITION PER ASTM B843

<u>ELEMENT</u>	<u>CONTENT %</u>
Al	0.01
Mn	0.50 TO 1.30
Cu	0.02 MAX
Ni	0.001 MAX
Fe	0.03 MAX
Si	0.05 MAX
OTHER	0.05 MAX TOTAL
Mg	REMAINDER

NOTES

1. ALL WIRE SHALL BE CASED IN SCHEDULE 40 PVC PER PLAN 633.
2. CONNECT THE PIPE LEAD WIRES TO SEPARATE TERMINALS IN THE ANODE TEST STATION.
3. DO NOT LIFT OR HANDLE THE ANODE WITH THE ANODE LEAD WIRE.

APPROVED:

[Signature]
 ACTING CITY ENGINEER

CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS

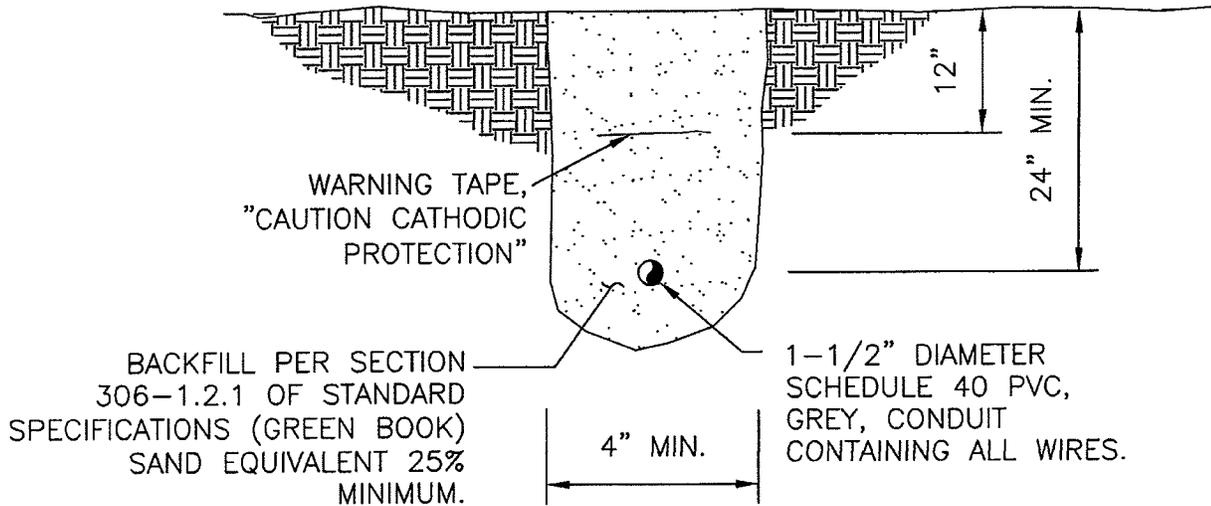


DATE: 01/28/08

GATE VALVE BONDING DETAIL &
 HIGH POTENTIAL MAGNESIUM ANODES

STANDARD PLAN
 632 CP

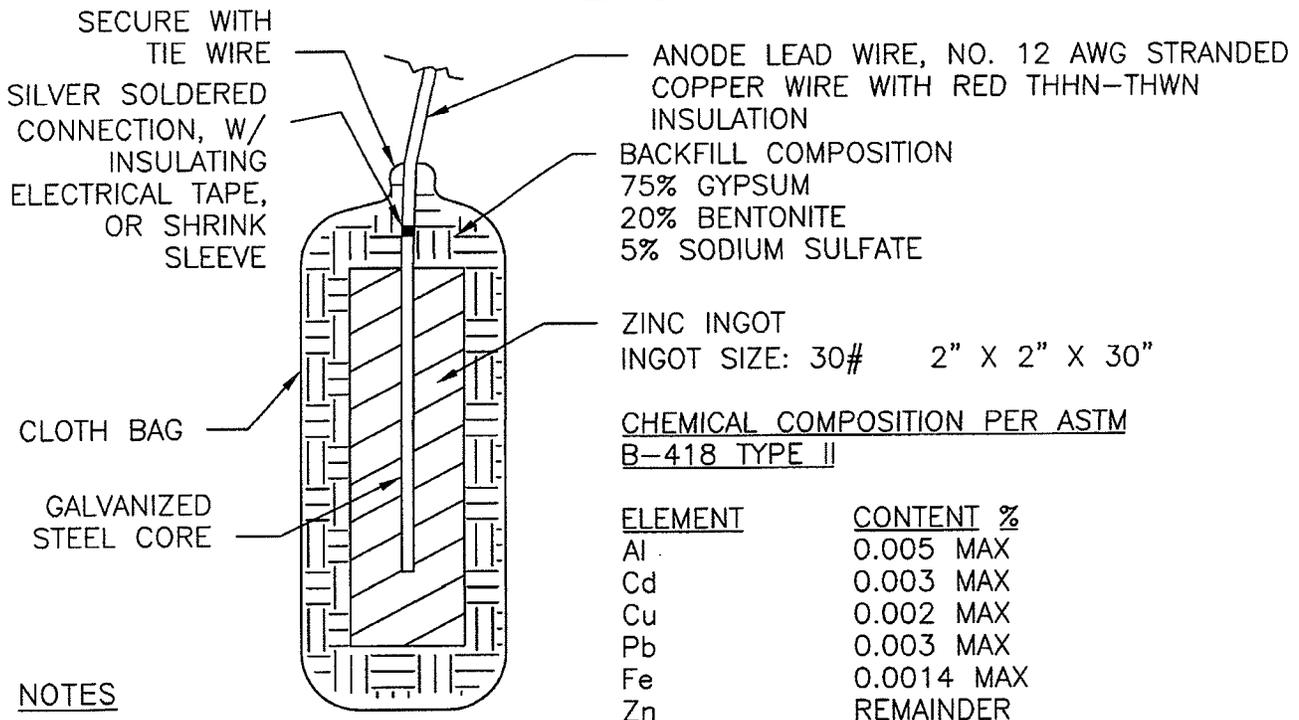
BURIED CABLE TRENCH



NOTES

1. ALL WIRE SHALL BE CASED IN SCHEDULE 40 PVC, GREY CONDUIT.
2. CONNECT THE PIPE LEAD WIRES TO SEPARATE TERMINALS IN THE ANODE TEST STATION.
3. PROVIDE PVC SWEEP 90° BEND AT THE TEST STATION END.

ZINC ANODE



NOTES

1. ALL WIRE SHALL BE CASED IN SCHEDULE 40 PVC PER PLAN 633.
2. CONNECT THE PIPE LEAD WIRES TO SEPARATE TERMINALS IN THE ANODE TEST STATION.
3. DO NOT LIFT OR HANDLE THE ANODE WITH THE ANODE LEAD WIRE

APPROVED:

[Signature]
ACTING CITY ENGINEER

CITY OF HUNTINGTON BEACH

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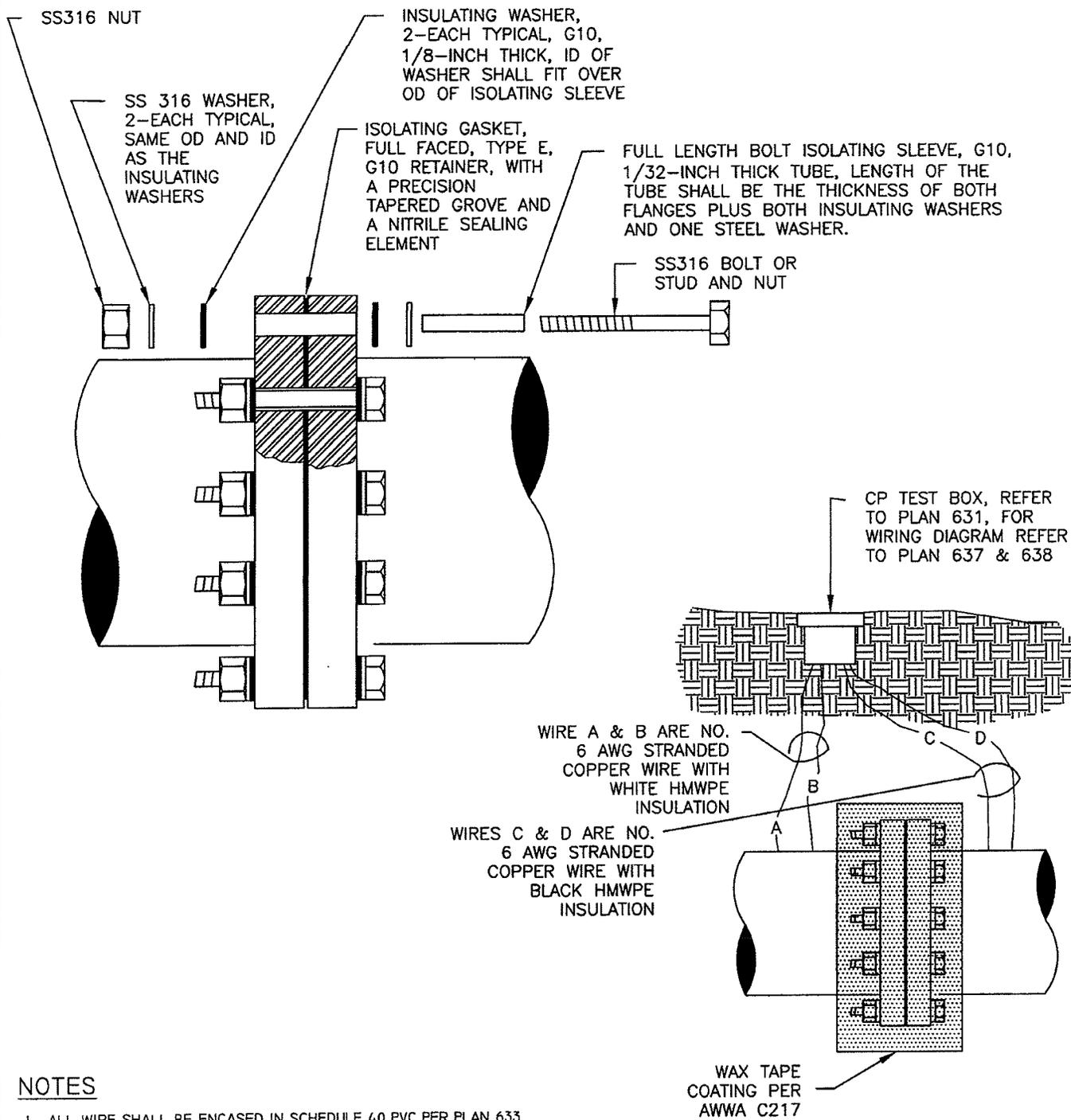


STANDARD PLAN

CABLE TRENCH & BURIED WIRE SPLICE

633 CP

DATE: 01/28/08



NOTES

1. ALL WIRE SHALL BE ENCASED IN SCHEDULE 40 PVC PER PLAN 633.
2. CONNECT THE PIPE LEAD WIRES TO SEPARATE TERMINALS IN THE TEST STATION.
3. DO NOT COAT OR SPRAY INSULATING COMPONENTS WITH GREASE.
4. COAT FLANGES AND HARDWARE WITH WAX TAPE IN ACCORDANCE WITH AWWA C217, EXTEND THE WAX TAPE A MINIMUM OF 6 INCHES ONTO PIPE CYLINDER IN EACH DIRECTION. THE COATING SHALL BE 70 MIL MINIMUM OVER SMOOTH SURFACES AND 140 MIL MINIMUM OVER IRREGULAR OR SHARP SURFACES.
5. ALL WIRE SHALL BE PERPENDICULAR TO THE MAIN AND TERMINATE AT THE CP TEST BOX.

APPROVED:

[Signature]
ACTING CITY ENGINEER

DATE: 01/28/08

CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS



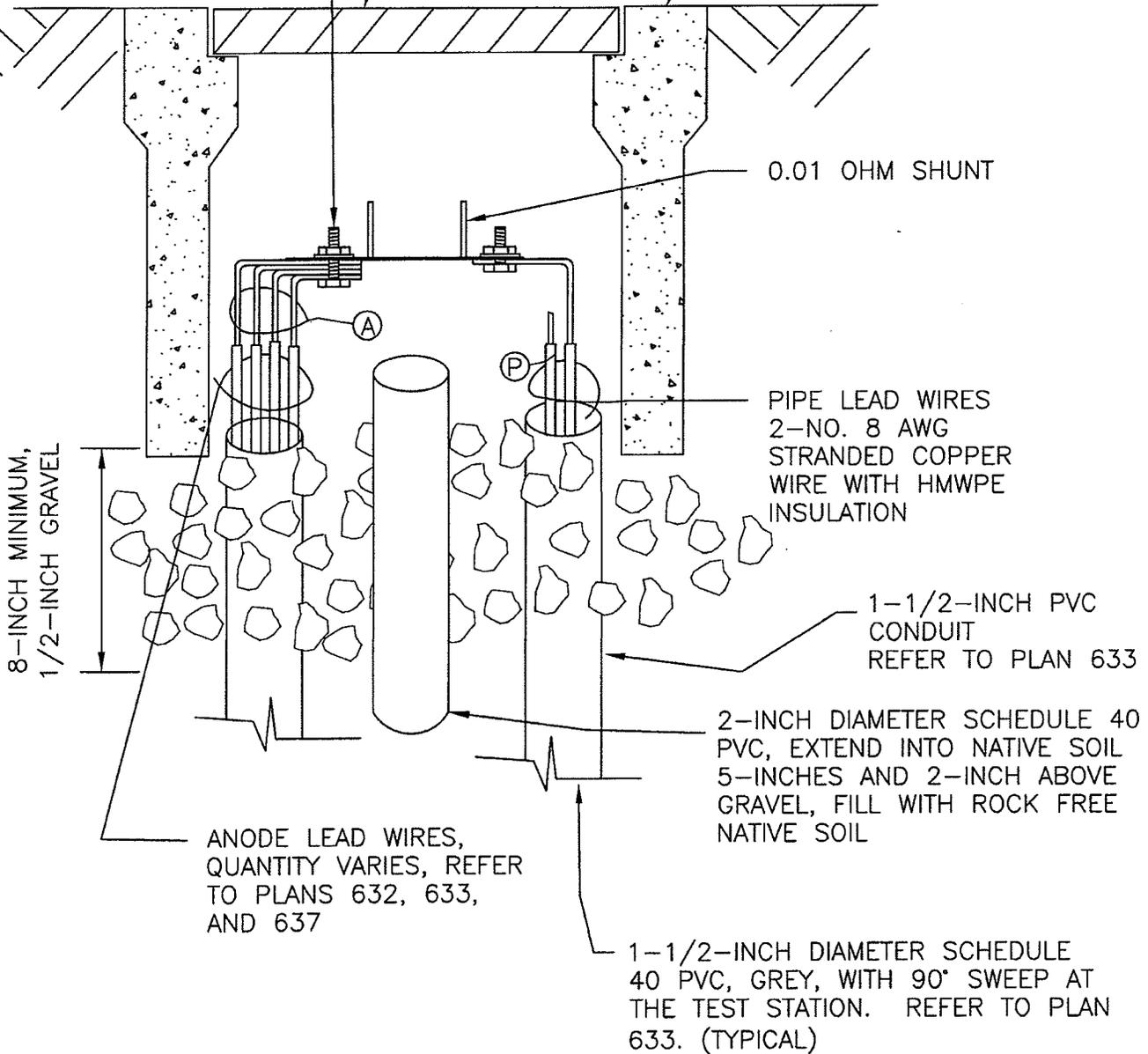
BURIED INSULATING FLANGE DETAIL
AND TEST STATION

STANDARD PLAN
634 CP

ALL WIRES SHALL
TERMINATE IN A
FLUSH FINK TEST
STATION WITHIN THE
CONCRETE BOX

CAST IRON COVER
MARKED "CP TEST"

CONCRETE BOX CHRISTY
(H-20) OR APPROVED
EQUAL



NOTES

1. SACRIFICIAL ANODE TEST STATION IS NOT REQUIRED FOR STAND ALONE FITTINGS AND APPURTENANCES.
2. ALL WIRES SHALL BE ENCASED IN SCHEDULE 40 PVC PER PLAN 633.
3. ALL WIRES SHALL BE ABLE TO EXTEND 18-INCHES ABOVE GRADE. WIRE SHALL BE BUNDLED IN THE TEST STATION BOX.

APPROVED:

[Signature]
ACTING CITY ENGINEER

DATE: 01/28/08

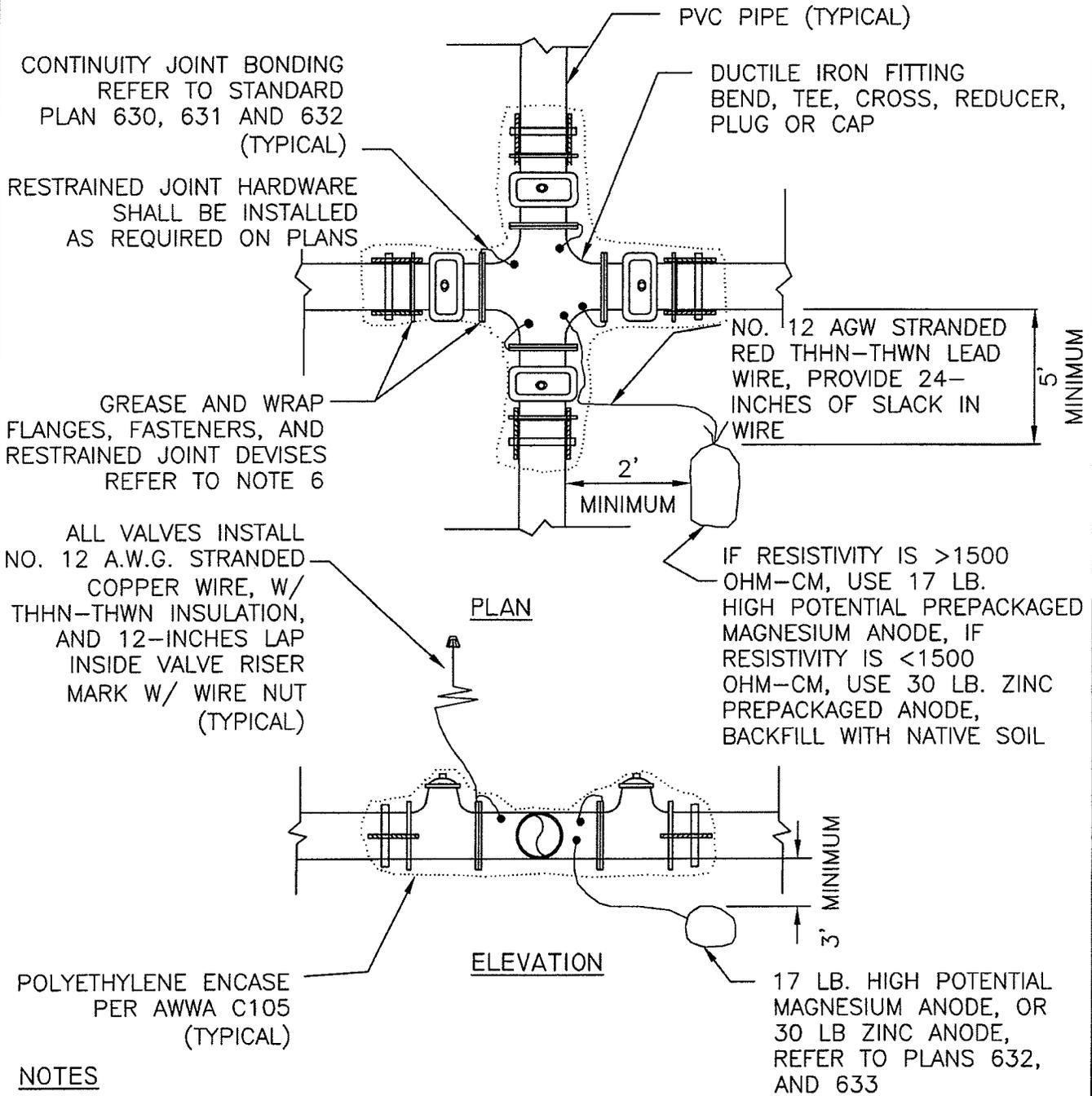
CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS



SACRIFICIAL ANODE TEST STATION
WIRING DIAGRAM

STANDARD PLAN
635 CP



NOTES

1. CP TEST STATION IS NOT REQUIRED FOR STAND ALONE FITTINGS AND APPURTENANCES.
2. PROVIDE CONTINUITY JOINT BONDING FOR ALL CONTINUOUS SECTIONS OF DUCTILE IRON FITTINGS AND APPURTENANCES.
3. EXOTHERMIC WELD ANODE LEAD WIRE TO THE FITTING, PER STANDARD PLAN 630.
4. COVER ALL EXOTHERMIC WELDS WITH ROYBOND 747 AND A ROYSTON HANDY CAP.
5. ALL NUTS, BOLTS, AND WASHERS SHALL BE GRADE 316 STAINLESS STEEL.
6. APPLY NO-OX-ID "A SPECIAL WW" GREASE AND PROTECTIVE WRAP ON ALL BURIED FITTINGS.
7. FITTINGS, VALVES, AND RESTRAINED JOINT DEVICES, SHALL BE ENCASED IN POLYETHYLENE PER AWWA C105.
8. EXOTHERMIC WELDS SHALL NOT DAMAGE LININGS OF PIPE, FITTINGS, OR APPURTENANCES. PRODUCT WITH DAMAGED LINING SHALL BE REMOVED FROM THE JOB SITE.

APPROVED:

 ACTING CITY ENGINEER

CITY OF HUNTINGTON BEACH
 DEPARTMENT OF PUBLIC WORKS

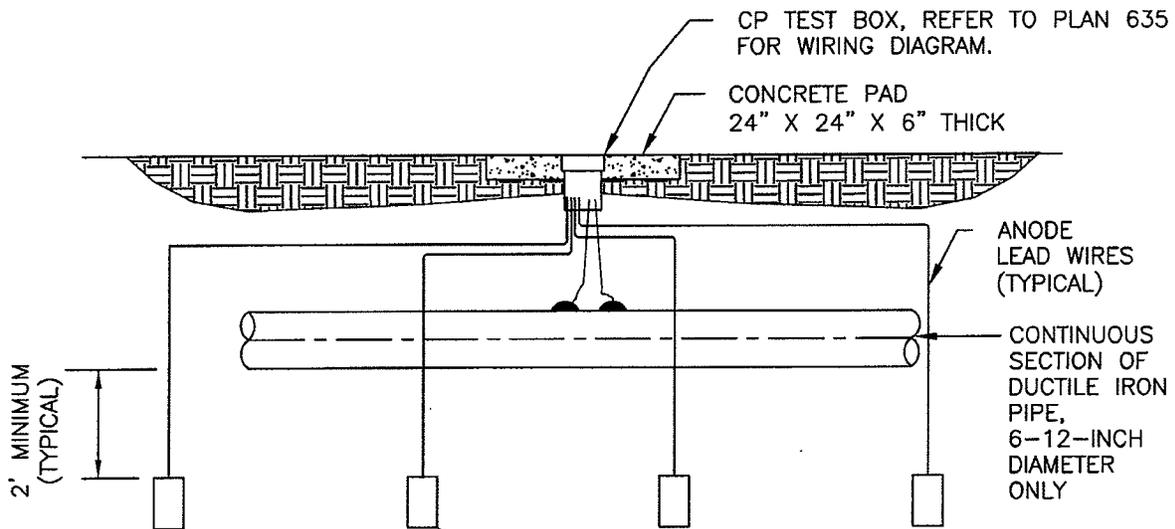
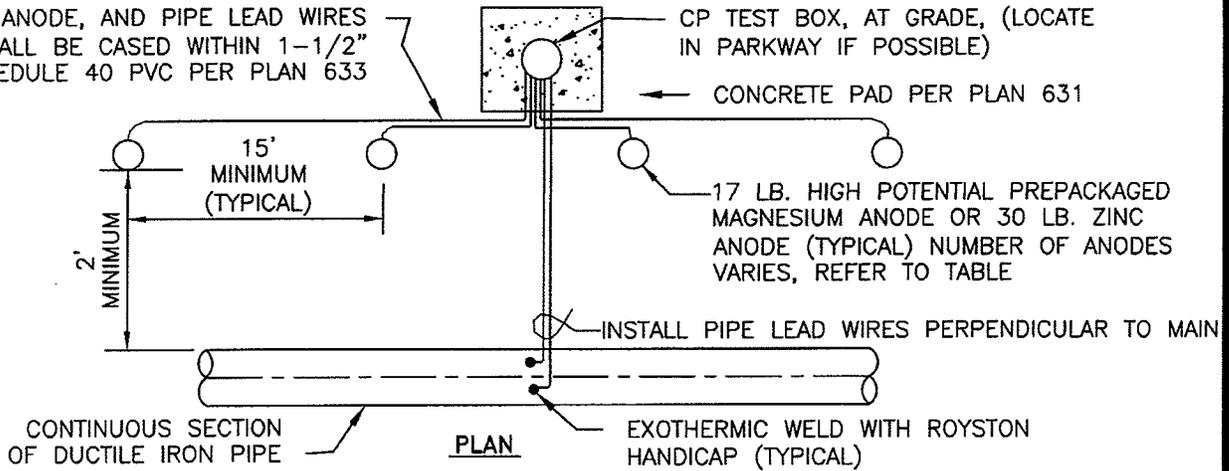


CATHODIC PROTECTION FOR DUCTILE IRON FITTINGS (6-18-INCH IN DIAMETER)

STANDARD PLAN
636 CP

DATE: 01/28/08

ANODE, AND PIPE LEAD WIRES SHALL BE CASED WITHIN 1-1/2" SCHEDULE 40 PVC PER PLAN 633



IF RESISTIVITY IS >1500 OHM-CM, USE 17 LB. Mg ANODE, IF RESISTIVITY IS <1500 OHM-CM USE 30 LB. Zn ANODE, REFER TO PLANS 632, AND 633. IF RESISTIVITY DATA IS NOT AVAILABLE, USE A 30 LB. Zn ANODE.

NOTES

1. CP TEST STATION IS NOT REQUIRED FOR STAND ALONE FITTINGS AND APPURTENANCES OR FOR PIPE LENGTHS LESS THAN 50 FEET. REFER TO PLAN 636.
2. PROVIDE CONTINUITY JOINT BONDING FOR ALL CONTINUOUS SECTIONS OF DUCTILE IRON PIPE, FITTINGS, AND APPURTENANCES. REFER TO PLANS 630 AND 631
3. ALL WIRE SHALL BE ENCASED IN SCHEDULE 40 PVC PER PLAN 633.
4. COVER ALL EXOTHERMIC WELDS WITH ROYBOND 747 AND A ROYSTON HANDY CAP.
5. ALL NUTS, BOLTS, AND WASHERS SHALL BE GRADE 316 STAINLESS STEEL.
6. APPLY NO-OX-ID "A SPECIAL WW" GREASE AND PROTECTIVE WRAP ON ALL BURIED FITTINGS.
7. FITTINGS, VALVES, AND RESTRAINED JOINT DEVICES, SHALL BE ENCASED IN POLYETHYLENE PER AWWA C105.
8. FOR PIPE SIZES GREATER THAN 12-INCH DIAMETER, OR LENGTHS GREATER THAN 250 FT THE CATHODIC PROTECTION SYSTEM SHALL BE CUSTOM DESIGNED.

LENGTH OF PIPE 6-12-INCH PIPE	NUMBER OF Mg ANODES OR Zn ANODES
20-50 FEET	USE PLAN 636
51-100 FEET	2
101-150 FEET	3
151-200 FEET	4
201-250 FEET	5

APPROVED:

[Signature]
ACTING CITY ENGINEER

CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS

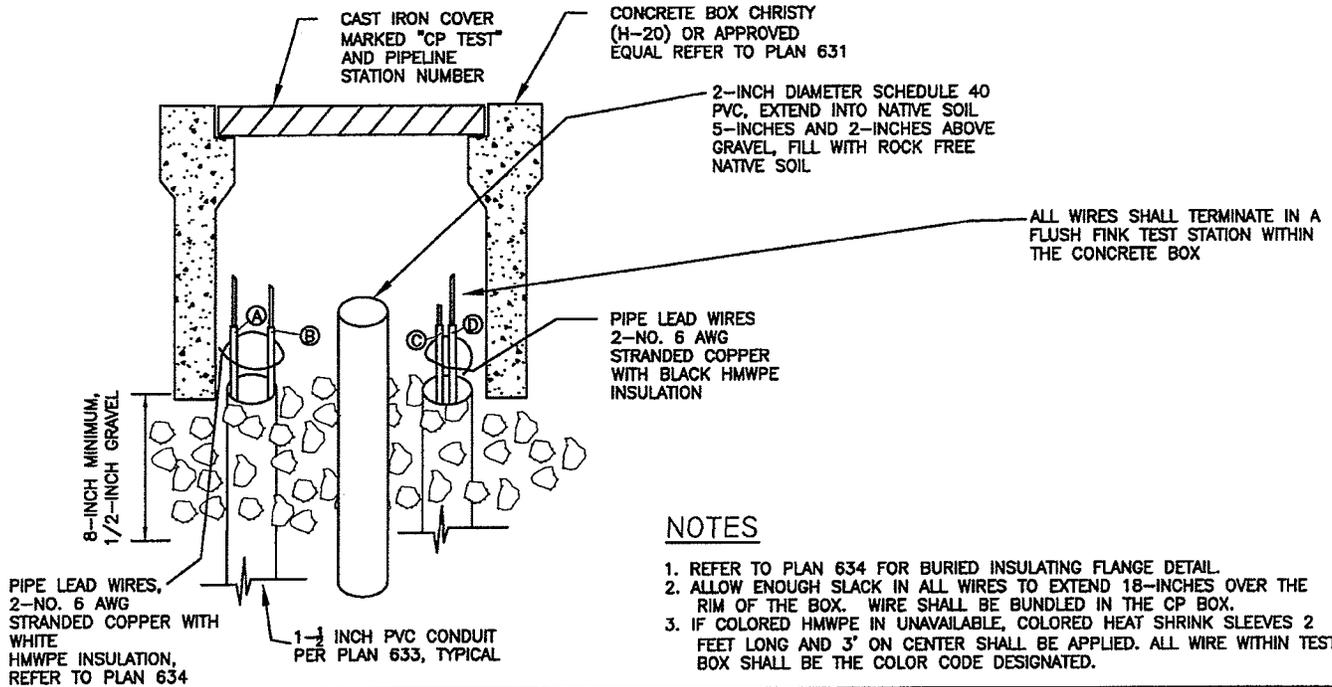


CATHODIC PROTECTION FOR DUCTILE IRON,
6-12-INCH PIPE WITH ANODE TEST STATION

STANDARD PLAN
637 CP

DATE: 01/28/08

BURIED INSULATING FLANGE TEST STATION WIRING DIAGRAM



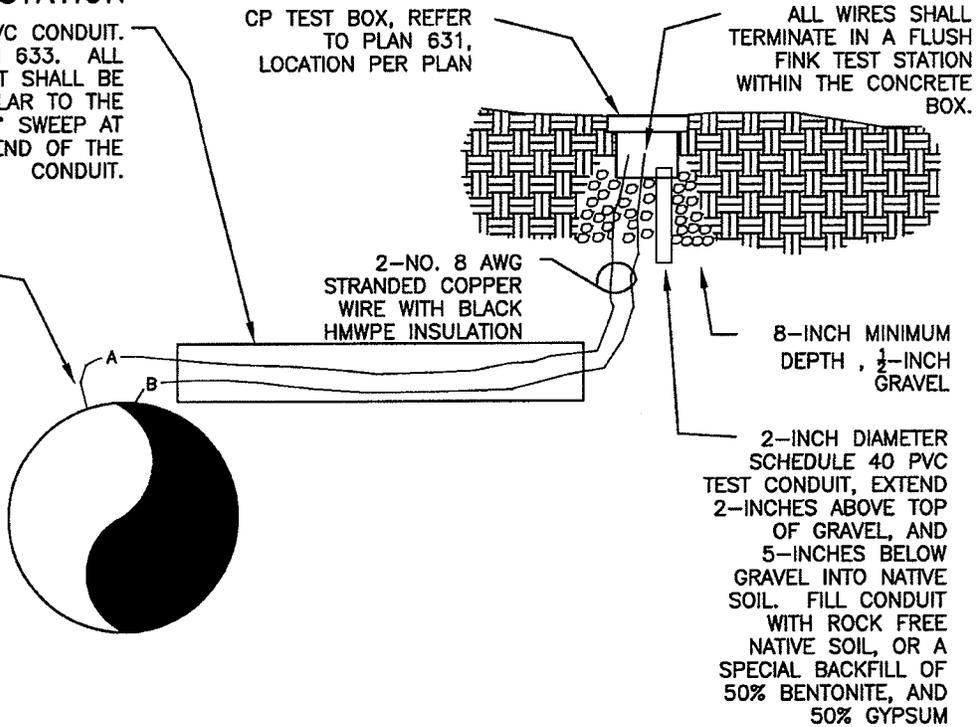
NOTES

1. REFER TO PLAN 634 FOR BURIED INSULATING FLANGE DETAIL.
2. ALLOW ENOUGH SLACK IN ALL WIRES TO EXTEND 18-INCHES OVER THE RIM OF THE BOX. WIRE SHALL BE BUNDLED IN THE CP BOX.
3. IF COLORED HMWPE IS UNAVAILABLE, COLORED HEAT SHRINK SLEEVES 2 FEET LONG AND 3" ON CENTER SHALL BE APPLIED. ALL WIRE WITHIN TEST BOX SHALL BE THE COLOR CODE DESIGNATED.

TWO WIRE TEST STATION

SCHEDULE 40 PVC CONDUIT, GREY, REFER TO PLAN 633. ALL WIRE AND CONDUIT SHALL BE PERPENDICULAR TO THE MAIN. PROVIDE 90° SWEEP AT THE TEST STATION END OF THE CONDUIT.

EXOTHERMIC WELD REFER TO PLAN 630



NOTES

1. PROVIDE WIRE SLACK TO EXTEND EACH WIRE 18-INCHES ABOVE THE RIM OF THE BOX.
2. PROVIDE PVC 90° SWEEP AT TEST STATION.

APPROVED:

[Signature]
ACTING CITY ENGINEER

CITY OF HUNTINGTON BEACH

DEPARTMENT OF PUBLIC WORKS



BURIED INSULATING FLANGE TEST STATION
WIRING DIAGRAM &
TWO WIRE TEST STATION

STANDARD PLAN
638 CP

DATE: 01/28/08

SECTION 02510.1 DUCTILE IRON PIPE

PART 1 GENERAL

1.01 QUALITY ASSURANCE

A

Name	Test For	Test Standard	Frequency	Tested By	Retest Policy
Ductile Iron Pipe	Field Pressure	AWWA C600	all pipe	Contractor	Contractor

1.02 SUBMITTALS

A

Shop Drawings	Catalog Data	Installation Instructions	O&M Instructions	Foundry Record Retention	Certificate of Compliance	Engineering Submittals
cut sheets on mitered or beveled pipe	required	DIPRA Guide for Installation of Ductile Iron Pipe	NO	Required per AWWA C151 Sect 51-5	Required per AWWA C151 Sect 51-5	Required for joints and thrust blocks 20" and larger

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A Ductile Iron Pipe

B Ductile Iron Pipe Fittings

C Rubber Gasket Joints for DIP

D BunaN Nitrile Gaskets

E Insulating Bushings, Unions, Flange Insulation Kits, Casing Insulators

F Gaskets

G Polyethylene Encasement

H Tape for Polyethylene Encasement

American Cast Iron Pipe Company, Birmingham, AL	Pacific States Cast Iron Pipe Co., Provo, UT	United States Pipe and Foundry Co., Union City, CA
McWane Cast Iron Pipe Company, Birmingham, AL	Nepco Manufacturing Corp., Birmingham, AL	Tyler Pipe Industries "Union-Tite," Tyler, TX
American Cast Iron Pipe Company, Birmingham, AL, "Fastite"	Pacific States Cast Iron Pipe Co., Provo, UT, "Fastite"	United States Pipe and Foundry Co., Union City, CA, "Tyton"
Long Beach Industrial Gaskets		
Central Plastics Co., Shawnee, OK	EPCO Sales Inc., Cleveland, OH	Pipeline Coating and Engineering Co.
Crane Co. "Crenite", King of Prussia, PA	Garlock	Klinger, Richard, Inc, Sydney, OH
Northtown Co., Huntington Beach, CA		
J-M Manufacturing Co., Livingston, NJ, No V-10	Scotchwrap (SM), St Paul MN, No 50	Tapecoat Co., Evanston, IL, CT

2.02 MATERIALS

A Materials Specification Reference: Std Specifications for Public Works Const. Section 207-9

B Materials Schedule:

Ductile Iron Pipe

Fluid Conveyed

Working Pressure

Pipe Class

Ends

Water

150 psi

350

Beveled plain-end x bell on standard length pipe

Beveled plain end x beveled plain end on shorts

Rubber Gasket Push-on Joints per AWWA C111

Bonding of joints required

AWWA C110 Ductile Iron Fittings only

Joints

Fitting Material

Restrained Joints

Class	Threaded Flanges
Class 250 ANSI Flanged Joints	AWWA C115

Bolts and Studs

Type 316 Stainless Steel per ASTM A193 Grade B8M

Project ends of bolts 1/4 to 3/8 inch beyond nut

Type 316 Stainless Steel per ASTM A194 Grade 8M

Provide 1 washer per nut

Cloth inserted rubber full face 1/8" thick gaskets

BunaN Nitrile Gaskets

Standard Thickness Cement Mortar Lining (1/8" Minimum)

Asphaltic Material

Flange Gaskets

Gaskets in Contaminated Soil

Lining

Seal Coat

Polyethylene Encasement

Color

Class C (Black)

Tape

2 Inch width

PART 3 EXECUTION

3.01 INSTALLATION

A Installation Specification Reference: DIPRA Guide for Installation of Ductile Iron Pipe

B Test Schedule

Filling Rate

Test Pressure

Allowable Leakage

gph/1000ft per AWWA C600

200 psi

4 in	6 in	8 in	12 in	16 in
0.76	1.14	1.52	2.27	3.03

C PE Encasement Installation Method

AWWA C105 Method A



CITY OF HUNTINGTON BEACH
INTERDEPARTMENTAL COMMUNICATION

TO: Engineering Division and Water Utilities Staff
FROM: David Webb, City Engineer
DATE: October 18, 2005
SUBJECT: Water Standard Change Related to use of Nitrile (NBR) Gaskets

Effective immediately, I have approved the removal of all references requiring the use of Nitrile (NBR) Gaskets in the City Water Standard Plan and Design Criteria. This change in the standard does not prevent the use of Nitrile Gaskets in the design or construction of our pipelines, rather it allows the use of our Industry Standard SBR (Styrene Butadiene) Gaskets (our approved equal) to be used in any part of the City rather than the exclusive use of Nitrile gaskets within suspected Hydro Carbon areas.

DW: cs



CITY OF HUNTINGTON BEACH
INTERDEPARTMENTAL COMMUNICATION

TO: Engineering Division and Water Utilities Staff
FROM: David Webb, Acting City Engineer *DW*
DATE: June 1, 2006
SUBJECT: Changes to Water Standard Section 02510.1, Part 2.02 (B), Relating to The Use of C110 and C153 Ductile Iron Fittings

Effective immediately, I have approved the revision to the Water Standard Section 02510.1, Part 2.02 (B), pertaining to Ductile Iron fittings in the City Water Standard Plan and Design Criteria.

This section currently only allows AWWA C110 fittings (aka "Long Fitting"). Per this directive, Ductile Iron fittings will now be as follows:

- Flange – both AWWA C110 and AWWA C153 fittings are approved for use.
- Push-On – AWWA C153 (aka "Compact Fitting") fittings are approved for use.

DW
DW/DSL/HJ:cs

DSL



CITY OF HUNTINGTON BEACH

INTERDEPARTMENTAL COMMUNICATION

TO: Engineering Division and Water Utilities Staff

FROM: Travis K. Hopkins, City Engineer *TKH*

DATE: June 19, 2006

SUBJECT: Changes to Water Standard Relating to The Use of Stainless Steel Type 316 Grade B8M Bolts & Studs, and Grade 8M Nuts & Washers

Effective immediately, I have approved the replacement of all references requiring the use of Stainless Steel Type 316 per ASTM A193 Grade B8M bolts and studs with Stainless Steel Type 316 per ASTM F593 Grade G or H, and Stainless Steel Type 316 per ASTM A194 Grade 8M nuts and washers with Stainless Steel Type 316 per ASTM F594 Grade G or H.

TKH
TH/DSL/HJ:cs

DSL

SECTION 02515.1 CONNECTIONS TO EXISTING PIPELINES

PART 1 GENERAL

1.01 QUALITY ASSURANCE

A

Item	Test For	Test Standards	Frequency	First Test Paid By	Retest Paid By
Connection to existing line	Witness by inspector	permit requirement	required at all tie ins	contractor	contractor

1.02 SUBMITTALS

Shop Drawings	Catalog Data	Installation Instructions	O&M Instructions	Manufacturer's Statement of Responsibility	Certificate of Compliance	Engineering Calculations
Highline plan or alternate plan to maintain customer service.	no	no	no	no	no	no

B Water Operations Manager reserves the right to take over work and backcharge Contractor in the event that progress is inadequate to complete connection within specified time limit.

C Do not disturb existing water lines without a City Inspector present. Do not operate existing valves. Only the City authorized water operation representative may operate existing valves.

D Adjust vertical alignment to avoid humps in pipelines. Install air vac valves if humps cannot be eliminated.

E Do not connect new pipelines to existing facilities until new pipe passes pressure and bacteriological tests.

1.02 SUBMITTALS

A

Shop Drawings	Catalog Data	Installation Instructions	O&M Instructions	Manufacturer's Statement of Responsibility	Patience Data	Proof of Notification
Required on steel pipe. Required on connections to pipelines 16" or larger.	no	required on steel pipe only	no	no	Determine locations of connections in advance. Inspection required.	On receipt of schedule City will notify affected customers. Schedule shutdown at least 48 hours after notification.

B Shutdown schedule shall be submitted 72 hours before depressurizing or tapping existing pipelines.

Show time to complete connections, Owner's inspection, testing and disinfection within specified shutdown period.

C Shutdown period shall not exceed 4 hours. For longer shutdowns, provide highline hoses, water trucks and fittings as approved by the water operations manager to maintain service per section 01724.

D Shutdown schedule shall schedule shutdowns during periods of low use.

PART 2 PRODUCTS

not used

PART 3 EXECUTION

3.01 INSTALLATION

A ~~Installation Specification Reference:~~ Standard Specifications for Public Works Construction Section 306-1.4

B There is no warranty of the condition of existing pipelines. Existing valves may not shut bottle tight.

C Where connecting to existing valves, first depressurize or restrain the existing valve per City requirements. On completion, replace valve cap and cover and adjust to grade.

D Dispose of water from existing mains and leakage from existing valves in accordance with Regional Water Quality Control Board Requirements. Provide pumps and hoses as required to continually dewater work area. Provide proof of permit from Regional Water Quality Control Board.

E Dewatering of existing mains shall occur only in the presence of an Inspector.

F Encroachment permits are required before any work begins in public right of way.

SECTION 02516 DISINFECTION OF WATER DISTRIBUTION

PART 1 GENERAL
1.01 QUALITY ASSURANCE

Item	Test For	Test Standard	Frequency	First Test Paid By	Retest Paid By
Chlorine residual	chlorine residual	Standard Methods Drop Dilution Method	test all pipe	contractor	contractor
Bacteria	coliform	Standard Methods, Coliform aerogenes negative, total plate count < 500 cfu/cc	1 sample(s) 24 hours after flushing locations as directed to test all pipe. If first sample fails, 2 consecutive samples, 24 hours apart must pass.	contractor	contractor

1.02 SUBMITTALS

Shop Drawing	Catalog Data	Installation Instructions	O&M Instructions	Manufacturer's Statement of Responsibility	Certificate of Compliance	Engineering Calculations
NO	NO	Submit chlorination plan	NO	NO	required from Water division approved testing company.	NO

PART 2 PRODUCTS

2.01 ACCEPTABLE TESTING COMPANIES

A	City will conduct tests at Contractor's expense.
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2.02 MATERIALS

A	Materials Specification Reference	AWWA B301 "Liquid Chlorine"
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B Materials Schedule:

Location All water mains

Requirements before testing

Thrust block curing 7 days or 2000 psi

Curing of mortar joints (if any) 8 hours

Curing of mortar lining and coating 14 days

Testing water

Reuse of chlorination water OK for pressure testing in mains not connected to City system

Disinfectant Chlorine Gas

Method of Chlorination Continuous Feed Method

Method of Injection Inject solution using booster pump

Alternates May be used if approved by Water Operations Manager

Maximum Fill Rate 1 fps

Dosage

Pipe diameter	6 in	8 in	12 in	16 in	20 in	24 in
Pipe volume per 1000 feet	1,469 gal	2,611 gal	5,876 gal	10,445 gal	16,321 gal	23,502 gal
Maximum Fill Rate (gallons per minute)	88	157	352	627	979	1410

Air purging Use air valves and hydrants where available. Otherwise, tap line at high points. Expel air and cap with brass plug.

Chlorine Residual Required

50 ppm after injection

25 ppm after 24 hours

PART 3 EXECUTION

3.01 APPLICATION

A	Application Specification Reference	AWWA C651 "Disinfecting Water Mains"
		Standard Methods for the Examination of Water and Wastewater

- B Provide necessary test and sampling fittings in pipeline as work progresses.
- C Perform chlorine residual sampling per AWWA C651.
- D If first sample fails, bacterial tests shall pass on two consecutive days prior to acceptance by City.
- E Neutralize chlorine before disposal per AWWA C651 Section 6, or obtain written permission for direct disposal.
- F Flush line until chlorine content equals system chlorine levels. Meter and pay for all water used.
- G Bacteria sampling will be done by City personnel or approved independent water laboratory 24 hours after lines are flushed.
- H Do not place line into service until City's written acceptance of testing results is received.

SECTION 02517 PRESSURE TESTING OF PIPELINES

PART 1 GENERAL

1.01 QUALITY ASSURANCE

Item	Test For	Test Standard	Frequency	Who Test Paid By	Retest Paid By
Hydrostatic test	pressure	AWWA Standards for each pipe material	test all pipe and services	contractor	contractor

PART 2 PRODUCTS

2.02 MATERIALS

A Materials Schedule:

Requirements before testing

- Thrust block curing 7 days or 2000 psi
- Curing of mortar joints (if any) 8 hours
- Curing of mortar lining and coating 14 days

Testing water

Testing and make up water Use water. Meter and pay for test water.

Filling rate

1 fps

Pipe diameter

4 in.	6 in.	8 in.	12 in.	16 in.
39.2	88.1	156.7	352.5	626.6

Flow rate at filling velocity (gpm)

Allowable Leakage

See specifications for each pipe material

Air purging

Use air valves and hydrants where available. Otherwise, tap line at high points. Install air and vacuum valve per City of Huntington Beach Std. Dwg 611

Test pressure

200 psi

Test duration

4 hours

PART 3 EXECUTION

3.01 INSTALLATION

A Installation Specification Reference: Standard Specifications for Public Works Constr Section 306-01.4

- B** Test line before connecting to existing mains, excepting hot taps.
- C** Backfill trench with 2-1/2 feet of cover to anchor pipe before testing.
- D** Dispose of water from existing mains and leakage from existing valves in accordance with Regional Water Quality Control Board Requirements. Provide pumps and hoses as required to continually dewater work area. Provide proof of permit from Regional Water Quality Control Board.
- E** Use City approved independent testing company for final testing.

APPENDIX R

SURVEY MONUMENT RECORDS



CITY OF HUNTINGTON BEACH

TO: Paul Whitely
FROM: Joe Derleth
SUBJECT: CC-1385 Water Line Replacement @ Fountain Valley Channel Monumentation Concerns
DATE: 7/08/2010

Monumentation Concerns:

Garfield Ave @ Persimmon Cr: Fd five (5) ties, (4 nail and tags stamped "LS 6970" and 1 nail and tag stamped "LS 5411") and a centerline monument (Fd gear spike and washer stamped "LS 5411", flush) exist per Corner Record 2009-2266. Reset monument and file a corner record if necessary, upon completion of project, the centerline monument shall exist at current finished surface and it shall have a minimum of four tie points perpetuating it.

Garfield Ave @ Fountain Valley Channel (186'± E/O Persimmon): Fd six (6) ties, (3 nail and tags stamped "LS 6970, 1 spike and washer stamped "LS 6970"" and 2 punched brass caps in channel headwall) and a centerline monument (Fd gear spike and washer stamped "LS 5411", flush) exist per Corner Record 2009-2265. Reset monument and file a corner record if necessary, upon completion of project, the centerline monument shall exist at current finished surface and it shall have a minimum of four tie points perpetuating it.

Garfield Ave @ Mt Castile Cr: Fd four (4) ties, (3 nail and tags stamped "LS 6970" and 1 nail and tag stamped "LS 5411") and a centerline monument (Fd gear spike and washer stamped "LS 6970", flush) exist per Corner Record 2009-2249. Reset monument and file a corner record if necessary, upon completion of project, the centerline monument shall exist at current finished surface and it shall have a minimum of four tie points perpetuating it.

Legend for attached edited tie sheets:

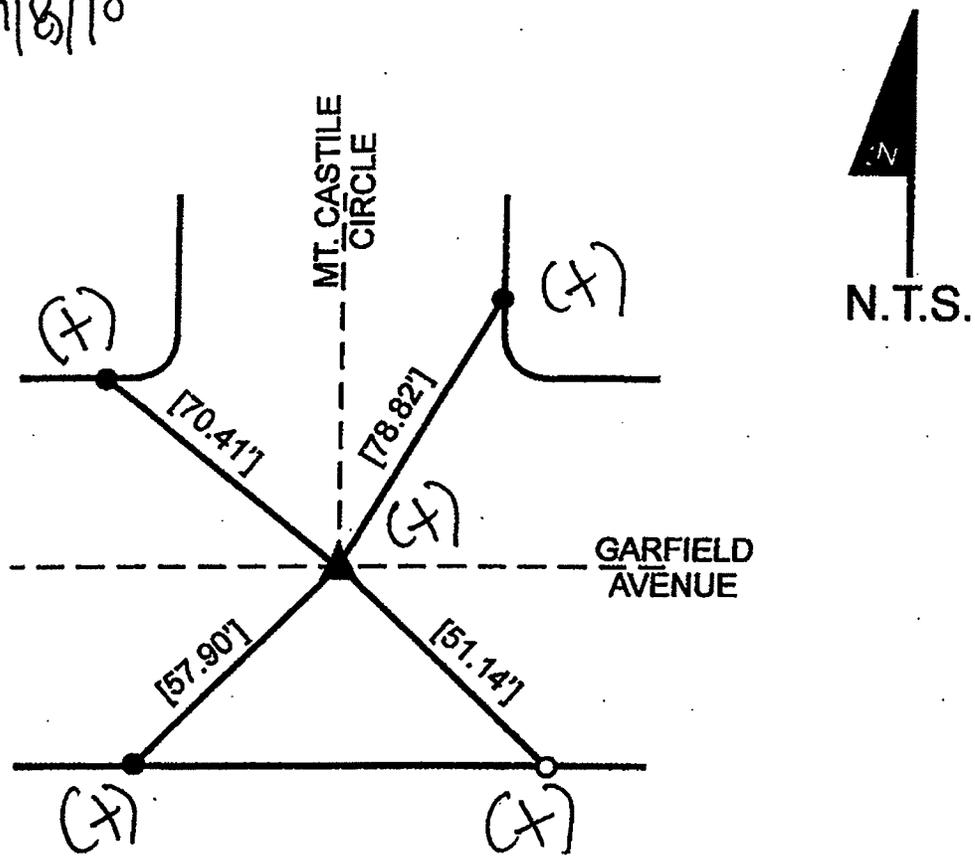
(X) = Found as noted

S.F.N = Searched found nothing

Questions regarding this field investigation should be directed to Joe Derleth @ 714 374 1750

Fd all points as noted
JD 7/8/10

REFERENCE
R1: COCR 2009-0617 A

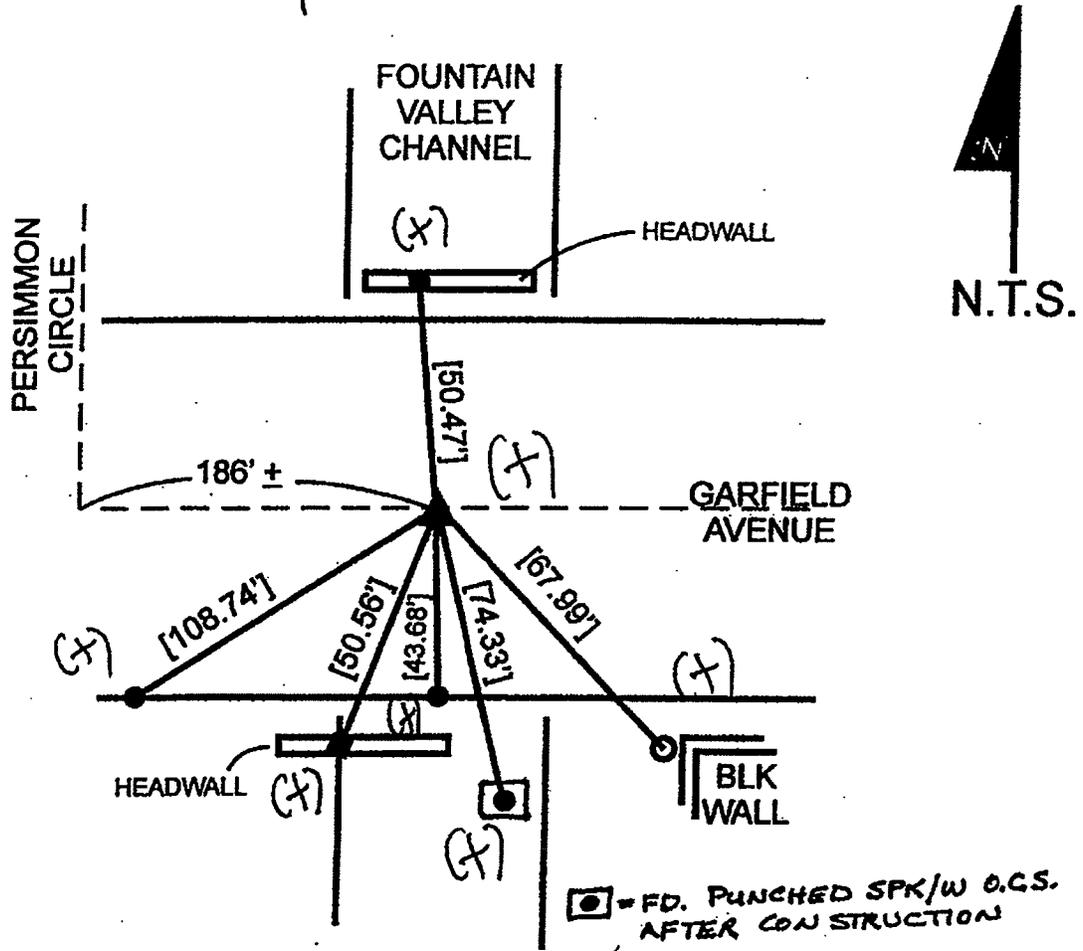


- ▲ = FD GEAR SPIKE & WASHER w/ LS 6970 AFTER CONSTRUCTION PER R1
- = FD L/T LS 6970 AFTER CONSTRUCTION PER R1
- = FD L/T LS 5411 AFTER CONSTRUCTION PER R1
- [] = MEASURED & RECORD DISTANCE PER R1

NOTE: THESE TIES ARE FOR THE PURPOSE OF PERPETUATING THE FOUND MONUMENTATION PURSUANT TO THE PLS ACT SECTION 4771. NO CLAIM IS MADE AS TO THE RELATIONSHIP OF THE POINTS OR LINES SHOWN HEREON TO THE TRUE BOUNDARY LOCATIONS. 09-RLN-165

Fd all points as noted
 JD 7/8/10

REFERENCE
 R1: COCR 2009-0973 A



- ▲ = SET GEAR SPIKE & WASHER w/ LS 5411 AFTER CONSTRUCTION PER R1
- = FD L/T LS 6970 AFTER CONSTRUCTION PER R1
- = FD GEAR SPIKE & WASHER w/ LS 6970
- = FD 2" PUN. BRASS DISK IN HEADWALL PER R1
- [] = MEASURED & RECORD DISTANCE PER R1

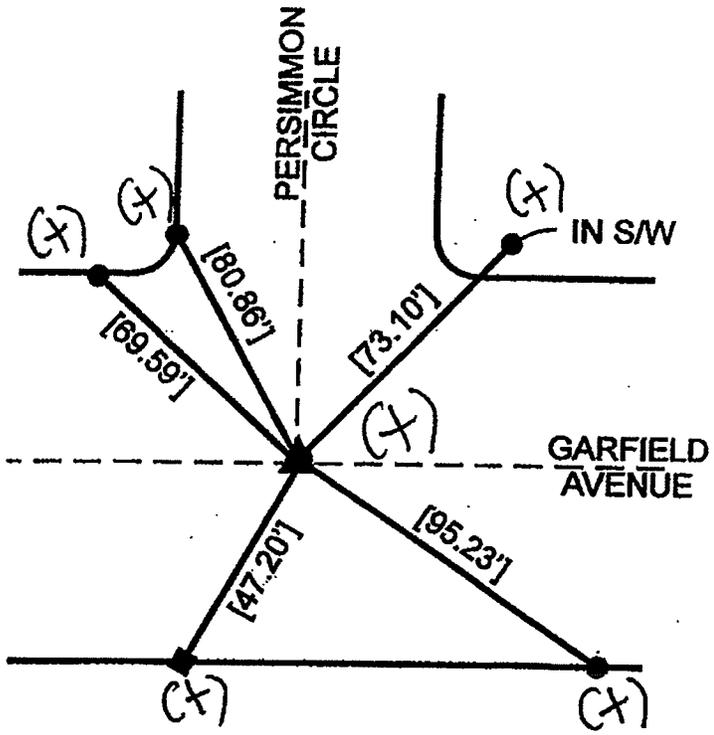
◻ = FD. PUNCHED SPK/W O.G.S. AFTER CONSTRUCTION

NOTE: THESE TIES ARE FOR THE PURPOSE OF PERPETUATING THE FOUND MONUMENTATION PURSUANT TO THE PLS ACT SECTION 8771. NO CLAIM IS MADE AS TO THE RELATIONSHIP OF THE POINTS OR LINES SHOWN HEREON TO THE TRUE BOUNDARY LOCATIONS. 09-RJN-365

Fd all points as noted.

JD 7/8/10

REFERENCE
R1: COCR 2009-0749 A



- ▲ = SET GEAR SPIKE & WASHER w/ LS 5411 AFTER CONSTRUCTION PER R1
- = FD L/T LS 5411 AFTER CONSTRUCTION PER R1
- = FD L/T LS 6970 AFTER CONSTRUCTION PER R1
- [] = MEASURED & RECORD DISTANCE PER R1

NOTE: THESE TIES ARE FOR THE PURPOSE OF PERPETUATING THE FOUND MONUMENTATION PURSUANT TO THE PLS ACT SECTION 877L. NO CLAIM IS MADE AS TO THE RELATIONSHIP OF THE POINTS OR LINES SHOWN HEREON TO THE TRUE BOUNDARY LOCATIONS. 09-RJN-165

APPENDIX S

DOWNLOAD CCTV VIDEO

<http://www.huntingtonbeachca.gov/residents/videos/hbtv3/waterline.cfm>