



A G E N D A
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, September 3, 2020
7:00 PM

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.

REMOTE PUBLIC COMMENTS To make a public comment, the following options are available:

- Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment). Written comments must be received by 5:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration, compiled as part of the record, and may be read into the record.
- During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 2 minutes to provide your comments, with time set by the discretion of the Mayor. Please note, if you chose to make comments orally, your written comments will not be read but will be included in the final record.

In an effort to ensure the virtual process closely follows our normal process, public comment will be accepted in writing during the meeting, but may not be read into the record during the meeting, but will be included as part of the final administrative record. Please do not plan to use the chat or Q&A features to put a comment on record. These resources are for tech support only

1. CALL TO ORDER

This meeting can be watched via the City of Seaside You Tube channel https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Or by joining the Zoom webinar link
<https://us02web.zoom.us/j/81936832059>

Call in phone number: 669-900-9128
Zoom Meeting Id 819 3683 2059

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alissa Kispersky	Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to two minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. PRESENTATIONS

A. REQUEST FOR PROPOSALS FOR ENHANCED COMMUNITY / SOCIAL SERVICES

8. CONSENT AGENDA

A. PROCLAMATION DESIGNATING SEPTEMBER 2020 AS NATIONAL RECOVERY MONTH

RECOMMENDATION: That the City Council support the National Recovery Month Proclamation.

B. APPROVE MINUTES FROM AUGUST 20, 2020

RECOMMENDATION: Review and approve minutes as presented.

C. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of August 8, 2020 through August 21, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending August 13, 2020. Total Accounts Payable and Payroll for the above referenced period is \$1,882,057.14.

D. AUTHORIZE LETTER OF SUPPORT FOR AB1436 (CHIU) RELATED TO TENANCIES, RENTAL PAYMENT DEFAULT AND MORTGAGE FORBEARANCE

RECOMMENDATION: Authorize staff to send letter as drafted to appropriate parties.

E. AUTHORIZE LETTER OF SUPPORT OF SB 1231 FOR FISH AND WILDLIFE TO ISSUE A TAKE PERMIT TO COMPLETE THE PLAN ON 156 TO WIDEN THE HIGHWAY

RECOMMENDATION: Authorize staff to send letter as drafted to appropriate parties.

F. ADOPT A RESOLUTION APPROVING APPLICATION(S) FOR \$177,952 PER CAPITA GRANT FUNDS FOR FROM THE STATE FOR PARK REHABILITATION AND IMPROVEMENTS

RECOMMENDATION: It is recommended to adopt the resolution to approve the application(s) for Per Capita Grant Funds for public park rehabilitation or improvements.

G. ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF A TURF MOWER AND TRAILER IN THE AMOUNT OF \$30,139.63.

RECOMMENDATION: Adopt a Resolution authorizing the purchase of a turf mower and trailer in the amount of \$30,139.63.

H. RESOLUTION TO ADOPT THE 2019 MONTEREY PENINSULA, CARMEL BAY, AND SOUTH MONTEREY BAY INTEGRATED REGIONAL WATER MANAGEMENT PLAN UPDATE AND AUTHORIZE CITY MANAGER TO ENTER INTO SUB-REIMBURSEMENT AGREEMENT WITH THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

RECOMMENDATION: Adopt the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan and authorize the City Manager to execute a grant funding agreement with the Monterey Peninsula Water Management District (MPWMD).

I. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GAYA COATING CONSULTING FOR THE PROTECTIVE COATING QUALITY ASSURANCE INSPECTION SERVICES FOR THE MUNICIPAL WATER TANK REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$32,280.

RECOMMENDATION: Adopt a Resolution (Attachment 1) authorizing the execution of a professional services agreement (Attachment 2) with Gaya Coating Consulting, Inc. (Gaya Consulting) for an amount not to exceed \$32,280 for protective coating quality assurance inspection services for the Municipal Water Tanks Rehabilitation Project and authorizing the City Manager to execute the agreement.

J. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MUNICIPAL WATER TANKS REHABILITATION PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO OLYMPUS AND ASSOCIATES, INC. FOR AN AMOUNT NOT TO EXCEED \$407,488.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING 10% CONTINGENCY OF \$448,236.80.

RECOMMENDATION: Adopt a Resolution (Attachment 1) approving the plans and specifications (Attachment 3, 4, and 5) for the Municipal Water Tanks Rehabilitation Project; awarding a construction contract (Attachment 2) to the lowest responsive and responsible bidder Olympus and Associates, Inc. for an amount not to exceed \$407,488.00; establishing a 10% contingency for a total project construction contract amount not to exceed \$448,236.80; and authorizing the City Manager to execute the contract, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction contract amount.

K. ADOPT A RESOLUTION TO APPROPRIATE \$135,000 FROM CAPITAL RESERVE FUND TO THE CITY HALL SOLAR PROJECT, APPROVE A CONTRACT CHANGE ORDER IN THE AMOUNT OF \$126,647 WITH SANTA CRUZ WESTSIDE ELECTRIC INC. DBA SANDBAR TO MITIGATE SOIL CONTAMINATION, AND APPROVE ADDITIONAL CONTINGENCY IN THE AMOUNT OF \$11,000 FOR SAGE RENEWABLES FOR DESIGN SUPPORT DURING CONSTRUCTION

RECOMMENDATION: Adopt a Resolution (Attachment 1) to appropriate \$135,000 from the Capital Reserve Fund for the City Hall Solar Canopy Project, approve a contract change order (Attachment 2) with Santa Cruz Westside Electric Inc. DBA Sandbar in the amount of \$126,647 to transport, dispose, and mitigate contaminated soil for the City Hall Solar Canopy Project, and approve additional contingency for Sage Renewables in the amount of \$11,000 for design support during construction.

L. ADOPT A RESOLUTION TO AMEND FISCAL YEAR 2020-2021 BUDGET TO INCORPORATE REVENUE AND EXPENDITURE APPROPRIATIONS TO FULFILL RESPONSIBILITIES ASSIGNED TO THE CITY OF SEASIDE FROM THE FORT ORD REUSE AUTHORITY DISSOLUTION

RECOMMENDATION: Adopt a resolution modifying the Fiscal Year 2020-2021 Budget to incorporate revenue and expenditure appropriations for duties assigned to the City of Seaside from the dissolution of FORA for the following programs: the Environmental Services Cooperative Agreement (ESCA), Local Reuse Authority, habitat management and bond building removal funds.

9. BUSINESS ITEMS

A. APPROVE A LETTER OF SUPPORT FOR AN ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT APPLICATION FOR ROADWAY IMPROVEMENTS ALONG BROADWAY AVENUE

RECOMMENDATION: Approve a letter of support for an Active Transportation Program (ATP) grant application for roadway improvements along Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard.

B. DISCUSSION OF FUNDING NON PROFIT ORGANIZATIONS IMPACTED BY NEW FIREWORKS REGULATIONS AND PUBLIC EDUCATION PROGRAM

RECOMMENDATION: Discuss and provide direction to staff.

10. COUNCIL MEMBER REQUESTS

A. MAYOR'S REQUEST TO RECONSIDER COMMISSIONER APPOINTMENT TO THE NEIGHBORHOOD IMPROVEMENT COMMISSION

RECOMMENDATION: To reconsider the appointment made at the August 20, 2020.

11. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 17, 2020
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:

<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: September 3, 2020

**SUBJECT: REQUEST FOR PROPOSALS FOR ENHANCED COMMUNITY /
SOCIAL SERVICES**

PURPOSE & RECOMMENDATION

To share information regarding the released Request for Proposals due September 8, 2020 at 5:00 pm.

BACKGROUND

To address contemporary needs in the community, the City of Seaside has released a Request For Proposals (RFP) for community organizations to respond to on or before September 8, 2020. The RFP seeks proposals to enhance community / social services across a wide spectrum of needs including education, recreation, social work, public health, public safety, mental health, youth development, elder care, community building and restoration and homelessness and housing advocacy.

Information on how to submit a proposal is available on the homepage of the City website at www.ci.seaside.ca.us and the full proposal is attached. Proposals are due by 5:00 PM, Tuesday, September 8, 2020.

All submitted proposals will be reviewed by a panel of community members and a recommendation will be made to the City Council for funding approval. Any interest in serving on this panel, please contact City Manager Craig Malin at cmalin@ci.seaside.ca.us. Members who serve on the review panel cannot be affiliated with any of the applicant organizations.

FISCAL IMPACT

The Seaside City Council budgeted \$320,000 to improve community and social services in the current fiscal year, and will be making grants to a number of community organizations to do so in the coming weeks.

ATTACHMENTS

1. 200824 Seaside Community Social Services RFP
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

MEDIA RELEASE

City of Seaside
City Manager's Office

**CONTACT:**

Lesley Milton
Assistant City Manager
831-899-6707
lmilton@ci.seaside.ca.us

August 24, 2020

City Releases Request For Proposals For Enhanced Community / Social Services

To address contemporary needs in the community, the City of Seaside has released a Request For Proposals (RFP) for community organizations to respond to on or before September 8, 2020. The RFP seeks proposals to enhance community / social services across a wide spectrum of needs including education, recreation, social work, public health, public safety, mental health, youth development, elder care, community building and restoration and homelessness and housing advocacy.

The Seaside City Council budgeted \$320,000 to improve community and social services in the current fiscal year, and will be making grants to a number of community organizations to do so in the coming weeks.

Information on how to submit a proposal is available on the homepage of the City website at www.ci.seaside.ca.us and the full proposal is available by visiting <http://bit.ly/SeasideCommunityRFP>. Proposals are due by 5:00 PM, Tuesday, September 8, 2020. Any questions about the RFP can be directed to Recreation Supervisor Ashley Collick at acollick@ci.seaside.ca.us.

All submitted proposals will be reviewed by a panel of community members and a recommendation will be made to the City Council for funding approval. If you have interest in serving on this panel, please contact City Manager Craig Malin at cmalin@ci.seaside.ca.us. Members who serve on the review panel cannot be affiliated with any of the applicant organizations.

FOR IMMEDIATE RELEASE

Page 1 of 1

CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955

www.ci.seaside.ca.us



@SeasideCA



@SeasideRecreation



@City_of_Seaside

City of Seaside PROCLAMATION



National Recovery Month September 2020

WHEREAS, September is observed across the nation as National Recovery Month; and

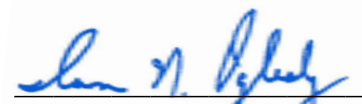
WHEREAS, the impact of mental and substance use disorders and co-occurring disorders is apparent in our local community, and an estimated 8% of Californians are impacted by a substance use disorder; and

WHEREAS, mental and substance use disorders, including co-occurring disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental and substance use disorders and co-occurring disorders can embark on a new path toward improved health and overall wellness. Sun Street Centers provides the community with the resources to begin and continue their recovery; and

WHEREAS, through Recovery Month, people become more aware and able to recognize the signs of mental and substance use disorders and co-occurring disorders and encourages people in need of treatment and recovery services to seek help. Managing the effects of these conditions helps individuals achieve healthy lifestyles, both physically and emotionally; and

WHEREAS, the Recovery Month observance continues to work to improve the lives of those affected by mental and substance use disorders and co-occurring disorders by raising awareness of these disorders and educating communities about the effective treatment, and recovery services that are available. Sun Street Centers also educates youth to prevent substance use disorders from happening. For the above reasons, Sun Street Centers asks the citizens of Seaside to join in celebrating this September as National Recovery Month.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim, the month of September 2020, as "**National Recovery Month.**" In doing so, call upon our community to observe this month with compelling programs and events that support this year's observance.


Ian N. Oglesby, Mayor

September 3, 2020



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Victor Damiani, Finance Director
Jessica Riley, Accounting Assistant

DATE: September 3, 2020

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of August 8, 2020 through August 21, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending August 13, 2020. Total Accounts Payable and Payroll for the above referenced period is \$1,882,057.14.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$611,363.74 for Payroll and benefits

- \$29,896.26 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 6/19/20-7/24/2020. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$641,628.49 to County of Monterey - Dept of Emergency Communications for Service costs for Seaside which are contracted to receive 9-1-1-dispatch, and/or related services, during FY 19/20. Charges include dispatch service, the City's share of the emergency notification system contract charges, the NGEN debt service, and inform mobile subscription fees.
- \$12,139.38 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) Remittance for the reporting period of June 2020 from the 13 City of Seaside motels/hotels.
- \$13,283.06 to The Home Depot for Janitorial supplies for the City's Recreation department including: nitrile gloves, Clorox wipes, disinfectant spray, acid cleaner, bathroom floor mats, disinfectant dispensers, cleaning brushes, hand sanitizer, bath tissue, hand soap, and soap dispensers.
- \$60,505.22 to PNC Equipment Finance for SCSD lease contract #190790000 for 2016 International 7400 4x2 Vactor Truck. Period covered: July 2020 - July 2021.
- \$121,713.00 to California JPIA for All risk property insurance program, policy term: 7/1/2020-7/1/2021. Coverage includes: Property, Earthquake & Flood, Mechanical Breakdown, Other Vehicle Physical Damage, Fire/Ambulance Physical Damage.
- \$27,446.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 8/3/2020-8/9/2020 & 8/10/2020-8/16/2020.

The remaining checks, totaling \$364,081.99 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: September 3, 2020

**SUBJECT: AUTHORIZE LETTER OF SUPPORT FOR AB1436 (CHIU)
RELATED TO TENANCIES, RENTAL PAYMENT DEFAULT AND
MORTGAGE FORBEARANCE**

PURPOSE & RECOMMENDATION

Authorize staff to send letter as drafted to appropriate parties.

BACKGROUND

On July 2, 2020, the City Council unanimously adopted and extended the Urgency Ordinance that provides eviction protection and limited foreclosure protections when the failure to pay results from COVID-19 related loss. This bill would provide for additional state authorized protections for renters and landlords who have had financial impacts due to COVID 19.

FISCAL IMPACT

None.

ATTACHMENTS

1. Draft-Support Letter for AB1436 Chiu

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



OFFICE OF THE MAYOR

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6703
Fax 831-624-5839

City of Seaside City Council
Ian N. Oglesby, Mayor
Dave Pacheco, Mayor Pro Tem
Jason Campbell, Councilmember
Jon Wizard, Councilmember
Alissa Kispersky, Councilmember

August 26, 2020

The Honorable David Chiu
California State Assembly
State Capitol, Room 4177
Sacramento, CA 95814

**RE: AB 1436 (Chiu) Tenancy: rental payment default: mortgage forbearance:
state of emergency: COVID-19– SUPPORT**

Dear Assembly member Chiu:

I am writing you on behalf of the City of Seaside City Council to offer our support for AB 1436 (Chiu) which would prevent unnecessary evictions and foreclosures in the wake of the COVID-19 crisis by: 1) giving tenants and landlords a path to address unpaid rent while keeping tenants housed, and 2) providing homeowners and smaller rental property owners with temporary relief from mortgage payments.

Since Governor Newsom declared a State of Emergency on March 4, 2020 due to COVID-19, millions of Californians have lost their jobs or significant income. In recognition of this situation, on April 6, 2020, the California Judicial Council adopted Emergency Rules to effectively halt evictions and judicial foreclosures; the Rule halting evictions was originally set to expire 90 days after the Governor's COVID-19 State of Emergency ends, but the Council has voted to end its moratorium on evictions on September 1, 2020.

Before COVID-19, many California tenants struggled to pay rent, over half of renters were considered rent burdened, paying over 30 percent of their income on rent. During the COVID-19 emergency, this number has only gotten worse, as the State's

unemployment rate has skyrocketed. Without action to prevent evictions, hundreds of thousands of renters are at risk of eviction and homelessness.

Similarly, the state's high cost of housing leaves many homeowners vulnerable to falling behind on their mortgage payments and losing their home to foreclosure. While the federal CARES Act enacted on March 27 provides up to 360 days of mortgage forbearance for homeowners with federally backed loans, many California homeowners do not have federally backed loans and are ineligible. Additionally, landlords with federally backed multifamily mortgages (i.e., loans on properties with 5 or more units) were only given 90 days of mortgage forbearance under the CARES Act.

For renters, when the Judicial Council Emergency Rule is rescinded, tenants will need to come up with the money to cover all unpaid rent. For households that lost months of their normal income, this is simply not a realistic expectation. There is very likely to be an unprecedented number of evictions once unlawful detainer cases resume.

For homeowners and landlords who are at risk of falling behind on their mortgage payments due to the pandemic's economic impacts, they face the prospect of foreclosure and the loss of their property. Additionally, when a landlord's rental property is foreclosed on, the tenants living there also find themselves with a home. Though many lenders have voluntarily offered mortgage forbearance to property owners left out of the CARES Act, the voluntary nature of this relief means that there is no standard for forbearance from financial institutions and protections could be changed or ended at any time.

Likewise, some landlords and tenants are making voluntary arrangements to address unpaid rent through repayment plans or forgiveness. However, voluntary agreements are not enough as they leave the fates of renters and mortgage holders at the whims of their landlords and lenders. Instead, the state needs a framework that gives renters and homeowners meaningful relief during this time of unprecedented social and economic upheaval.

U.S. Census Bureau data from July 9-14th indicates that over 4.3 million of California's renters report "little or no confidence" in their ability to pay next month's rent while 1.7 million California homeowners indicated "little or no confidence" about making their next mortgage payment. A failure to act could lead to widespread displacement for millions of Californians.

AB 1436 would provide renters and homeowners a chance to get back on their feet without the fear of losing their home, while also giving landlords and mortgage lenders a path to be made whole without having to resort to immediate evictions or foreclosures.

This bill does not cancel or forgive any amount owed by renters or homeowners; rather, it gives extra time for those with COVID-19 impacts to make payments. AB 1436 provides a path for transitioning out of the COVID-19 emergency in a way that balances renter and homeowner protections with the ability of landlords and mortgage holders to recover what is owed to them.

For these reasons, City of Seaside City Council supports AB 1436. Should you have any questions, please feel free to contact Seaside's agency representatives on Housing Agency Boards, Councilmember Jon Wizard and/or Mayor Ian Oglesby or ? City Manager, City Attorney, Assistant City Manager? Housing Program Manager?.

Sincerely,

Ian N. Oglesby
Mayor

CC: Members, Senate Judiciary Committee
Margie Estrada Caniglia, Chief Counsel
Hon. Bill Monning, 17th Senate District
Hon. Anna Caballero, 12th Senate District
Hon. Mark Stone, 29th Assembly District
Hon. Robert Rivas, 30th Assembly District
California State Association of Counties (CSAC)
Rural County Representatives of California (RCRC)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: September 3, 2020

SUBJECT: AUTHORIZE LETTER OF SUPPORT OF SB 1231 FOR FISH AND WILDLIFE TO ISSUE A TAKE PERMIT TO COMPLETE THE PLAN ON 156 TO WIDEN THE HIGHWAY

PURPOSE & RECOMMENDATION

Authorize staff to send letter as drafted to appropriate parties.

BACKGROUND

Senator Monning and Representative Stone have co-authored a bill for the Department of Fish and Wildlife to issue a take permit for the Santa Cruz long-toed salamander in relation to a widening project for Highway 156.

FISCAL IMPACT

NA

ATTACHMENTS

1. Draft Letter of Support - SB1231
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

AMENDED IN SENATE MAY 6, 2020

SENATE BILL

No. 1231

**Introduced by Senator Monning
(Coauthor: Senator Caballero)**

(Coauthors: Assembly Members Robert Rivas and Mark Stone)

February 20, 2020

An act to amend Section 5050 of, and to add Section 2081.5 to, the Fish and Game Code, relating to endangered species.

LEGISLATIVE COUNSEL'S DIGEST

SB 1231, as amended, Monning. Endangered species: take: Santa Cruz long-toed salamander.

The California Endangered Species Act prohibits the taking of an endangered or threatened species, except as specified. The act permits the Department of Fish and Wildlife to authorize, by permit, the take of listed species if the take is incidental to an otherwise lawful activity and the impacts are minimized and fully mitigated.

This bill would permit the department to ~~authorize, under the act,~~ *authorize under the act, by permit*, the take of the Santa Cruz long-toed salamander (*Ambystoma macrodactylum croceum*) resulting from impacts attributable to the construction along the State Route 156 corridor through Moro Cojo Slough in the County of Monterey for the purpose of enhancing safety and access, if certain conditions are satisfied. *The bill would also provide that those conditions are subject to amendment if required by a certain monitoring program and adaptive management process.* The bill would also make a conforming change.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

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

SECTION 1. Section 2081.5 is added to the Fish and Game Code, to read:

2081.5. (a) The department may ~~authorize, under this chapter,~~
authorize under this chapter, by permit, the take of the Santa Cruz long-toed salamander (*Ambystoma macrodactylum croceum*) resulting from impacts attributable to the construction along the State Route 156 corridor through Moro Cojo Slough in the County of Monterey for the purpose of enhancing safety and access, if all of the following conditions are satisfied:

(1) The requirements of subdivisions (b) and (c) of Section 2081 are satisfied for the take of the Santa Cruz long-toed salamander.

(2) The department ensures that all further measures necessary to satisfy the conservation standard of subdivision (d) of Section 2805 are incorporated into the construction project.

(3) The take authorization provides for the development and implementation, in cooperation with federal and state agencies, of a monitoring program and an adaptive management process until the department determines that any impacts resulting from the construction project described in this subdivision ~~has~~ have been fully mitigated.

(b) The conditions for the permit are subject to amendment if required by the monitoring program and the adaptive management process adopted pursuant to paragraph (3) of subdivision (a).

~~(b)~~

(c) This section shall not be construed to exempt the construction project described in subdivision (a) from any other law.

SEC. 2. Section 5050 of the Fish and Game Code is amended to read:

5050. (a) (1) Except as provided in this section, or Section 2081.5, 2081.7, 2081.9, 2081.12, or 2835, a fully protected reptile or amphibian may not be taken or possessed at any time. No provision of this code or any other law shall be construed to authorize the issuance of a permit or license to take a fully protected reptile or amphibian, and no permit or license previously issued shall have any force or effect for that purpose. However, the department may authorize the taking of a fully protected reptile or amphibian for necessary scientific research, including efforts to recover fully protected, threatened, or endangered species.

1 Before authorizing the take of a fully protected reptile or
2 amphibian, the department shall make an effort to notify all
3 affected and interested parties to solicit information and comments
4 on the proposed authorization. The notification shall be published
5 in the California Regulatory Notice Register and be made available
6 to each person who has notified the department, in writing, of that
7 person's interest in fully protected species and who has provided
8 an email address, if available, or postal address to the department.
9 Affected and interested parties shall have 30 days after notification
10 is published in the California Regulatory Notice Register to provide
11 relevant information and comments on the proposed authorization.

12 (2) As used in this subdivision, "scientific research" does not
13 include an action taken as part of specified mitigation for a project,
14 as defined in Section 21065 of the Public Resources Code.

15 (3) A legally imported fully protected reptile or amphibian may
16 be possessed under a permit issued by the department.

17 (b) The following are fully protected reptiles and amphibians:

18 (1) Blunt-nosed leopard lizard (*Gambelia sila*).

19 (2) San Francisco garter snake (*Thamnophis sirtalis tetrataenia*).

20 (3) Santa Cruz long-toed salamander (*Ambystoma*
21 *macrodactylum croceum*).

22 (4) Limestone salamander (*Hydromantes brunus*).

23 (5) Black toad (*Bufo boreas exsul*).

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**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 3, 2020

**SUBJECT: ADOPT A RESOLUTION APPROVING APPLICATION(S) FOR
\$177,952 PER CAPITA GRANT FUNDS FOR FROM THE STATE
FOR PARK REHABILITATION AND IMPROVEMENTS**

PURPOSE & RECOMMENDATION

It is recommended to adopt the resolution to approve the application(s) for Per Capita Grant Funds for public park rehabilitation or improvements.

BACKGROUND

On June 5, 2018 California voters approve Proposition 68, the Parks, Environment, and Water Bond. Proposition 68 authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects.

Under the Per Capita Program there is a total of \$185,000,000 available for Parks and Recreation agencies. Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. The funding that has been allocated for the City of Seaside is \$177,952.

Staff will work with the Parks and Recreation commission to see what upcoming projects meet the requirements for use of the grant funds.

FISCAL IMPACT

Positive cash flow of \$177,952 for park improvements.

ATTACHMENTS

1. Draft Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said application(s) to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s); and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Seaside's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum—Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters" dated January 12, 2017, the City of Seaside will consider a range of actions that include, but are not limited to, the following:
 - a. Conducting active outreach to diverse population, particular minority, low-income, and disabled populations and tribal communities, to

increase awareness within those communities and the public generally about specific programs and opportunities.

- b. Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - c. Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - d. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - e. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - f. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - g. Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates that authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment request, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of September by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Dave Fortune, Maintenance and Utilities Superintendent

DATE: September 3, 2020

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF A
TURF MOWER AND TRAILER IN THE AMOUNT OF \$30,139.63.**

PURPOSE & RECOMMENDATION

Adopt a Resolution authorizing the purchase of a turf mower and trailer in the amount of \$30,139.63.

BACKGROUND

The Maintenance and Utilities Division is responsible for the maintenance of 16 parks and over 90 acres of open space with turf. The main piece of equipment used to maintain the City turf is the Kubota Mower (Equipment #613), which is over 20 years old and is incurring increased costs as well as staff time to maintain.

Over the past two years, the need for maintenance on the turf mower to keep it operational has increased significantly. Staff has also seen an increase in minor failures in the hoses, belts, and other parts due its age. While repairs are made, the mower is down for extended periods of time. The increased maintenance is prolonging mowing of the parks and open spaces which results in complaints from the public.

On August 13, 2020, C & N Tractor submitted a quote (Attachment 1) in the amount of \$25,420.24 for a turf mower manufactured by Kubota. C & N Tractor is the local dealer for Kubota equipment. The turf mower quote was submitted in accordance with the Sourcewell Corporation (formerly the National Joint Powers Alliance (NJPA)) Contract

#1750434. The Sourcewell Corporation is a public agency serving as a municipal contracting agency, operating under the legislative authority of Minnesota Statute 123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its members. If purchased, the new turf mower would replace the existing one, and the existing one would be sold.

The existing trailer to transport the existing turf mower, Equipment #613, is very cumbersome for staff to use on a daily basis. It requires them to manually pull the ramps down before the mower can be offloaded and onloaded. A tilt bed trailer would allow staff to drive the mower straight up to and down the trailer.

City staff solicited bids for a tilt bed trailer for the mower from three companies. 101 Trailer Sales provided the lowest quote (Attachment 1) in the amount of \$4,719.39 for a tilt bed trailer. This trailer will be used to transport the new turf mower around the City streets from park to park. The current trailer that transports the existing turf mower will continue to be used but will not be used regularly or to transport the new mower.

Staff recommends purchase of a new turf mower in the amount of \$25,420.24 from C & N Tractor and a tilt bed trailer in the amount of \$4,719.39 from 101 Trailer Sales for a total cost of \$30,139.63.

FISCAL IMPACT

Funds for the purchase of the Turf Mower and Trailer were included in the Fiscal Year 2020/21 Budget (Account No. 100-8420-8187 Department Equipment) to cover the purchase prices.

ATTACHMENTS

1. Resolution Authorizing Purchase a Turf Mower and Trailer
 2. Quotes
-

RESOLUTION NO. XX

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

AUTHORIZING THE PURCHASE OF A KUBOTA BRAND TURF MOWER AND DIAMOND C TRAILER IN THE AMOUNT OF \$30,139.63

WHEREAS, the City of Seaside is committed to providing excellent municipal services to the residents of Seaside; and

WHEREAS, the maintenance of turf in city parks and open space is a municipal service provided in support of this commitment; and

WHEREAS, the City of Seaside owns and operates Equipment #613, a diesel powered turf mower, and its trailer dedicated to turf maintenance; and

WHEREAS, Equipment #613, has incurred and is in need of substantial repairs which creates significant down time; and

WHEREAS, Equipment #613, is at the end of its useful life with the equipment requiring replacement; and

WHEREAS, purchase of a new turf mower and trailer would enhance the city's parks and open space turf; and

WHEREAS, purchase of a new turf mower would allow more timely performance of maintenance activities; and

WHEREAS, purchase of a tilt bed trailer for the mower would more easily allow staff to transport the mower; and

WHEREAS, City staff secured competitive bids for a new turf mower and tilt bed trailer.

NOW, THEREFORE BE IT RESOLVED, that the City Council authorize the City Manager to execute contracts in the amount of \$25,420.24 for the purchase of a Kubota brand Turf Mower from C & N Tractors and \$4,719.39 for the purchase of a Diamond C Trailer from 101 Trailer Sales. Authorize the purchase from funds allocated in 2020/21 Fiscal Year Budget for the purchase of both the turf mower and trailer.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 3rd day of September 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



GM - 062117, CE - 040319, AG - 021815
NJPA Arkansas 4600041718
NJPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi (CE Only) 820036654

F3990 WEB QUOTE #1750434
Date: 8/13/2020 11:10:47 AM
-- Customer Information --
Penamante, Stephanie
City of Seaside
spenamante@ci.seaside.ca.us
8316017253

Quote Provided By
C & N TRACTORS
Rick Montag
496 SALINAS RD
WATSONVILLE, CA 95076
email: rick@candntractors.com
phone: 8313318736

-- Standard Features --

-- Custom Options --



F Series F3990
*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE Model #V1505T-IDI+DPF 4 Cyl., 1498 cu. cm. +36.9 Gross Eng. HP @3000 Eng. RPM CARB Certified Alternator -- 40 Amps Hand Throttle Dual Element Air Cleaner	TRANSMISSION Hydrostatic Drive (F2/R2) Forward Speed -- 0 - 12.5 mph Reverse Speed -- 0 - 6.8 mph Front Differential Lock
OPERATING FEATURES Tilt Steering Wheel Power Steering Deluxe Suspension Seat w/ 4 Adj. Controls	FLUID CAPACITY Fuel Tank 16.1 gal Cooling System 3.9 qts Engine Oil 5 qts Transmission and Hydraulics 14.8 qts
HYDRAULICS Open Center -- Gear Type 2 Point Hitch Lift Cap at Lift Point -- 573 lbs 8.6 GPM Hyd. Pump Cap. 6 GPM Remote Outlet	SAFETY EQUIPMENT 2 Post Foldable ROPS w/ Retractable Sear Belt ROPS meet ISO and OSHA Safety Start Switch Operator Presence Control Parking Brake Overheat Alarm Buzzer
HYD. INDEPENDENT PTO Hyd. Multi-Disc PTO Single Speed PTO 2583 rpm @ 2500 Eng. rpm + Manufacturer Estimate	INSTRUMENTS Liquid Chrystal Display (LCD) Panel Hour Meter Electric Fuel Gauge Temperature Gauge Easy Checker TM Oil Light Charge Light Glow Plug Light

SELECTED TIRES
AR8641 & AF9398A
FRONT - 24x12.00-12 R3 Maxxis Pro Tech
REAR - 18x9.50-8 R3 Kenda Super Turf K500

F3990 Base Price: \$24,604.00

(1) SUSPENSION SEAT F8280-SUSPENSION SEAT	inc.
(1) 72" MOWER DECK FOR F SERIES TRACTOR RCK72P-F39-72" MOWER DECK FOR F SERIES TRACTOR	\$4,517.00
Configured Price:	\$29,121.00
Sourcewell Discount:	(\$6,406.62)
SUBTOTAL:	\$22,714.38
Dealer Assembly:	\$297.50
Freight Cost:	\$390.00
PDI:	\$250.00
Sales Tax	\$1,760.36
Tire Tax	\$8.00

Total Unit Price: \$25,420.24
Quantity Ordered: 1
Final Sales Price: \$25,420.24

**Purchase Order Must Reflect
the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

101 Trailer Sales

4400 Highway 101

Aromas, CA 95004

Ph: (831) 726-3220 Fax: (831) 726-7165

Quotation # 7647

Date: 8/13/2020

City of Seaside

County Monterey, Seaside

Phone

Fax

Terms Cash

Qty	Brand	Model	Size	Description	UnitPrice	LineTotal
1	Diamond C	HDSA	12'	77" x 12' Tilt Trailer, 7000 LB Axle, Spar 7000 GVWR.	\$4,250.00	\$4,250.00

SubTotal \$4,250.00

Doc Fee \$65.00

Tax \$399.14

Lic Fee \$0.00

Tire Disp \$5.25

Total \$4,719.39

This quote is valid for 30 days from: 8/13/2020



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: September 3, 2020

**SUBJECT: RESOLUTION TO ADOPT THE 2019 MONTEREY PENINSULA,
CARMEL BAY, AND SOUTH MONTEREY BAY INTEGRATED
REGIONAL WATER MANAGEMENT PLAN UPDATE AND
AUTHORIZE CITY MANAGER TO ENTER INTO SUB
REIMBURSEMENT AGREEMENT WITH THE MONTEREY
PENINSULA WATER MANAGEMENT DISTRICT**

PURPOSE & RECOMMENDATION

Adopt the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan and authorize the City Manager to execute a sub-reimbursement agreement (Attachment 3) with the Monterey Peninsula Water Management District (MPWMD).

BACKGROUND

Integrated Regional Water Management (IRWM) is a collaborative effort to manage all aspects of water resources in a region. IRWM crosses jurisdictional, watershed, and political boundaries; involves multiple agencies, stakeholders, individuals, and groups; and attempts to address the issues and differing perspectives of all the entities involved through mutually beneficial solutions.

The IRWM Plan (IRWMP) is a comprehensive guide for developing, prioritizing, and implementing coordinated water resource plans and projects. The IRWMP contains planning objectives and identifies potential projects that address the Region's identified

needs in the areas of water supply, water quality, flood protection, water-related environmental enhancement, and other state-mandated and optional planning categories. The focus of the IRWMP is to improve management of local water resources by proposing to implement and monitor a suite of projects that taken as a whole:

- incorporate water management strategies required under State IRWM guidelines
- meet objectives and goals set by stakeholders;
- accomplish regional priorities;
- are technically and financially feasible; and
- assist in meeting Statewide priorities

The MPWMD Board adopted the first Monterey Peninsula IRWM Plan in 2007. The IRWM Plan was updated by MPWMD in 2014 to satisfy Proposition 84 grant guidelines. Most recently, the plan was updated in September of 2019 to satisfy Proposition 1 grant funding guidelines. City of Seaside staff participated in several workshops held throughout 2019 to provide input and guide the 2019 update. Key changes for that update included:

- adding California State University Monterey Bay, Carmel Area Wastewater District, Carmel River Watershed Conservancy, Carmel Valley Association, City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Pacific Grove, City of Sand City, City of Seaside, Monterey County Resource Management Agency to the RWMG
- incorporate the Stormwater Resource Plan (SRP) for the region into the IRWM Plan as an Appendix
- split the Flood Protection/Erosion Prevention Goal into separate Goals
- add Watershed Management as a Goal
- modified several Objectives of the IRWMP that aide in project scoring and prioritization
- prohibit projects that are required as a mitigation identified in an environmental impact report.

The current 2019 IRWMP and appendices can be viewed and downloaded at:

<https://www.mpwmd.net/environmental-stewardship/irwm-program/>

Grant Funding & Reimbursement Agreement

The Department of Water Resources (DWR) is charged by the legislature with disbursing State funds for the IRWM program and has divided the state into 12 hydrologic region-based funding areas and 48 sub-regions for planning purposes. Locally, the Central Coast Funding Area (CCFA) is comprised of coastal watersheds in the counties of Santa Cruz, Santa Clara, San Benito, Monterey, San Luis Obispo and Santa Barbara. Within the CCFA, there are six IRWM Plans covering the funding areas (Attachment 1). The Monterey Peninsula, Carmel Bay, and South Monterey Bay planning region was initially defined in 2005 after discussions with the Monterey County Water Resources Agency

(MCWRA) and formally designated by DWR in 2009.

Proposition 1, passed in 2016, allocated \$43 million in grant funds to the CCFA. By agreement among the CCFA regions to share these funds equitably, the Monterey Peninsula region received \$4.2 million. On July 7, 2020 the DWR awarded \$2,317,040 of the \$4.2 million dollars to the MPWMD to fund 4 projects from the 2019 IRWM Plan. The notice of award is included as Attachment 2. This award included approximately \$579,000 for the design and construction of drainage improvements at the Del Monte Manor, a project submitted by the City of Seaside.

To be eligible to receive grant funds, the City must formally adopt the 2019 IRWM Plan Update and enter into a sub-reimbursement agreement with the MPWMD. The draft sub-reimbursement agreement between the City and MPWMD is included as attachment 3. On February 3, 2020, the MPWMD adopted Resolution 2020-02 authorizing its General Manager to execute sub-reimbursement agreements with project proponents. It is anticipated minor edits will be necessary to the sub-reimbursement agreement that will be dependent upon MPWMD finalizing the main grant agreement with the DWR.

It is recommended the City Council adopt a Resolution adopting the 2019 Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and authorize the City Manager to enter into a sub-reimbursement agreement with MPWMD, with edits reviewed by City Attorney, City Risk Manager and City Engineer.

FISCAL IMPACT

The fiscal year 2020/21 adopted budget includes \$570,000 (271-8910-9961) for design and construction of low impact development improvements for the Del Monte Manor. The project wholly benefits a disadvantaged community, therefore the 50% match specified by Proposition 1 grant requirements is waived and the city will be reimbursed for eligible project costs up to \$579,464. Per the terms of the sub-reimbursement agreement, the City will submit quarterly reimbursement requests to the MPWMD.

ATTACHMENTS

1. Attachment 1 - Resolution
 2. Attachment 2 - CCFA Region Map
 3. Attachment 3 - Proposition 1 Award
 4. Reimbursement Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

ADOPTING THE 2019 MONTEREY PENINSULA, CARMEL BAY, AND SOUTH MONTEREY BAY REGION INTEGRATED REGIONAL WATER MANAGEMENT PLAN UPDATE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-REIMBURSEMENT AGREEMENT WITH THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

WHEREAS, The State of California Department of Water Resources (DWR) desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private (for profit) entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions; and

WHEREAS, sensible water resources planning and management frequently requires coordination with multiple jurisdictions and cooperating with non-public entities to protect, manage, and enhance water resources within the Monterey Bay Region; and

WHEREAS, a formally adopted IRWM plan is required by the State in order for water and water quality projects to be eligible for certain grant funds; and

WHEREAS, the Monterey Peninsula Water Management District (MPWMD), as the local water management lead agency, adopted the first Monterey Peninsula, Carmel Bay, and South Monterey Bay IRWM Plan in November of 2007; and

WHEREAS, the City of Seaside approved an memorandum of agreement to join the IRWM regional planning group on November 15, 2018; and

WHEREAS, the MPWMD adopted the 2019 IRWM Plan update on September 16, 2019; and

WHEREAS, Proposition 1, passed in 2016, allocated \$4.2 million dollars in grant funds to the region; and

WHEREAS, the City of Seaside submitted a grant proposal in the amount of \$579,464 to construct low impact develop drainage improvements at the Del Monte Manor (Project), a low income housing complex; and

WHEREAS, on July 7, 2020, the DWR informed the MPWMD it had approved a grant award of up to \$2,317,040 to fund four projects including the City of Seaside Project; and

WHEREAS, the to be eligible to receive grant funds the City of Seaside must adopt the 2019 IRWM Plan Update; and

WHEREAS, the MPWMD must enter into a reimbursement agreement with the DWR as the lead agency; and

WHEREAS, on February 3, 2020, the MPWMD adopted Resolution 2020-02 authorizing its General Manager to execute sub-reimbursement agreements with project proponents; and

WHEREAS, the City of Seaside must enter into a sub-reimbursement agreement with the MPWMD to receive Proposition 1 grant funds.

NOW THEREFORE BE IT RESOLVED the City Council of the City of Seaside adopts the 2019 Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and authorizes the City Manager to execute a sub-reimbursement agreement with the Monterey Peninsula Water Management District

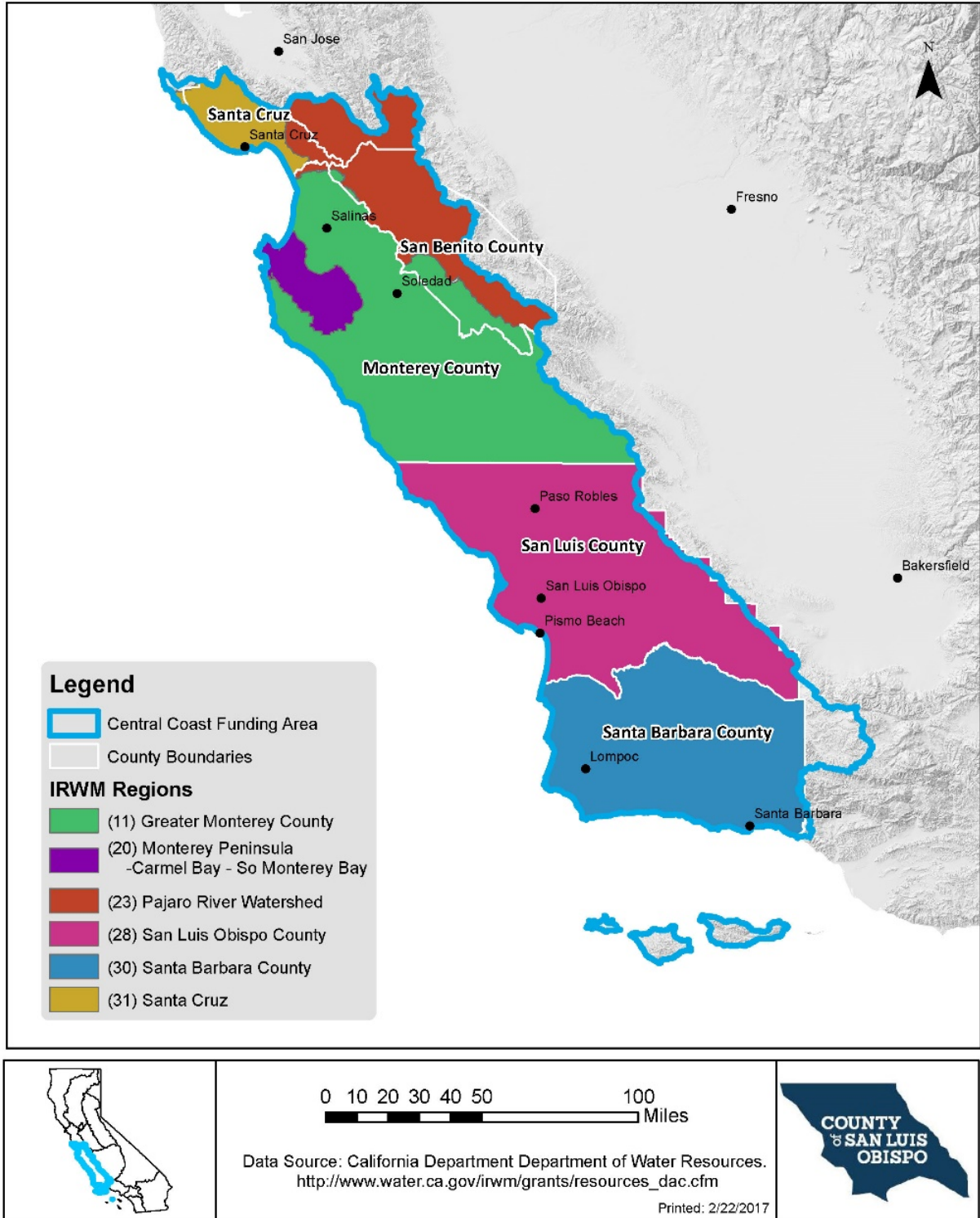
PASSED AND ADOPTED at a regular City Council meeting duly held on the 3rd day of September, 2020 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian Oglesby, Mayor

ATTEST: _____
Lesley Milton, City Clerk

Integrated Regional Water Management (IRWM) Regions in the Central Coast Funding Area



DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



Transmitted via email only.

July 7, 2020

Maureen Hamilton
Water Resources Engineer
Monterey Peninsula Water Management District
5 Harris Court, Building G
Monterey, CA 93940

Award Notification for Round 1 Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant, Central Coast Funding Area

Dear Ms. Hamilton:

Congratulations! We are pleased to inform you that the proposal, Monterey Peninsula Water Management District Round 1 IRWM Implementation, filed by Monterey Peninsula Water Management District has been awarded **\$2,317,040** by the Department of Water Resources (DWR) for the Round 1 Proposition 1 IRWM Implementation Grant Solicitation. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the [Agreement Template](#) for your reference.

Your timely attention is directed to the following requirements:**Within 14 calendar days of the date of this award letter:**

Award Acceptance - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of \$2,317,040 and your commitment to provide the required non-State cost share of 50% of the total project costs, excluding projects receiving a cost share waiver or reduction.

Electronic Signatures - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for all transactions related to this award. Please contact the DWR Project Manager if you would like sample language. If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

Within 60 calendar days of the date of this award letter, or as otherwise specified in the attachment:

Vendor Information - You will receive a Vendor Packet from one of our Grants Analysts shortly; submitting the vendor forms is required to establish grantee contact and payment information with DWR's Accounting Office.

Ms. Hamilton
July 7, 2020
Page 2

Eligibility Requirements - Attachment 1 (Eligibility Criteria Self Certification Form) outlines the conditions that must be met before the grant agreement can be executed and additional requirements that must be addressed to maintain continuing eligibility and receive grant funds. Please complete, sign (electronically if possible) and submit the form and any required additional documentation to the DWR Project Manager according to the specified time periods.

Changes to Work Plan, Budget, and/or Schedule: Please submit a list of projects to be included in the Grant Agreement and any changes to the work plan, budget, and/or schedule since the proposal was submitted. Any proposed changes should be submitted as a Word document in track changes to the original document (work plan, budget and/or schedule), and an explanation of the changes provided. Changes will only be considered acceptable by DWR if the project maintains or increases the level of quality and benefits as compared to the original proposal, unless the grant award amount is less than what was requested in the proposal.

Following receipt of all required information, the DWR Project Manager will work with you to complete the grant agreement for execution and schedule a kick-off meeting.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to the DWR Project Manager Monia Holleman at Monia.Holleman@water.ca.gov.

Please contact Maria Lorenzo-Lee at Maria.Lorenzo-Lee@water.ca.gov or (916) 657-4893 or Ashley Gilreath at Ashley.Gilreath@water.ca.gov or (916) 653-9190 for any questions regarding the required materials.

Again, congratulations to you and your Local Project Sponsors on this well-deserved grant award. Our team appreciates the time and effort you contributed to this new and improved grant solicitation process and we will be reaching out in coming months to get your feedback for use in developing the process for Round 2 starting in 2021. We look forward to working with you to complete these IRWM projects to build water resilience in your communities.

Sincerely,

Carmel Brown

Carmel Brown P.E.

ML *BE*

Chief, Financial Assistance Branch

Division of Regional Assistance

Attachment 3

**AGREEMENT BETWEEN THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND THE
CITY OF SEASIDE**

**FOR FUNDS FROM A PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL
WATER MANAGEMENT (IRWM) GRANT TO THE MONTEREY PENINSULA,
CARMEL BAY, AND SOUTH MONTEREY BAY PLANNING REGION TO
COMPLETE**

DEL MONTE MANOR LOW IMPACT DEVELOPMENT IMPROVEMENT PROJECT

Recitals

A. The Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District," has agreed to enter into Agreement Number **<SAP Agreement Number>**, hereinafter called State Grant Agreement, with the Department of Water Resources of the State of California, hereinafter called "DWR" or "State," pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The State funding will assist in financing the projects identified in the Grant Agreement associated with the adopted Integrated Regional Water Management (IRWM) Plan for the Monterey Peninsula, Carmel Bay, and South Monterey Bay. The State Grant Agreement (**Exhibit A**), and any subsequent amendments thereto, are incorporated herein by reference.

B. The term Local Project Sponsor (LPS) refers to the implementing agency intended to receive grant funding pursuant to said State Grant Agreement for work to be completed by LPS as set forth in said State Grant Agreement. LPS shall be assigned in accordance with the participating agencies identified in the State Grant Agreement. All work to be completed by LPS is referred to in this Agreement as "Project" and is defined as a group of activities as set forth in the State Grant Agreement **Exhibit A** in the sub-sections in the Work Plan that describe Del Monte Manor Low Impact Development Improvement Project; however, an individual LPS that enters into a Subgrantee Agreement with MPWMD for grant funds is responsible only for its portion of activities and not for activities proposed by any other LPS or by MPWMD.

C. The parties acknowledge that MPWMD will administer the distribution of grant funds to each LPS pursuant to the State Grant Agreement. The LPS agrees to act on behalf of MPWMD for the purposes of its individual Project management, oversight, compliance, and operations and maintenance. LPS is responsible for all other aspects of its Project in a manner to ensure MPWMD's compliance with the State Grant Agreement. LPS is solely responsible for design, construction, and operation and maintenance of the project it has proposed in State Grant Agreement, **Exhibit A**. Review or approval of plans, specifications, bid documents, or other construction documents by MPWMD or the State is solely for the purpose of proper administration of funds by MPWMD or the State and shall not be deemed to relieve or restrict responsibilities of the LPS under this Agreement.

Attachment 3

D. The term of this Agreement begins on the date this Agreement is fully executed by both MPWMD and the Local Project Sponsor and ends on the termination date specified in the State Grant Agreement.

E. The parties desire to set forth the terms and conditions under which the Local Project Sponsor is to receive grant funds from MPWMD.



Attachment 3

THIS AGREEMENT is entered into this _____ day of _____, by and between the City of Seaside, hereinafter called "Subgrantee" or "Local Project Sponsor," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District" for the purposes of completing the Del Monte Manor Low Impact Development Project, hereinafter called "Project," and receiving reimbursement from the State Grant for a portion of Project expenses.

SECTION I SCOPE OF SERVICES

MPWMD hereby engages Subgrantee to complete the Project as set forth in the sub-sections of the Work Plan in **Exhibit A**, State Grant Agreement specific to the Project, hereinafter referred to as the Work Plan, which is an integral part of the State Grant Agreement between the State of California Department of Water Resources and the Monterey Peninsula Water Management District, Agreement Number <SAP Agreement Number>, pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.), hereinafter referred to as State Grant Agreement and incorporated as **Exhibit A** to this Agreement.

SECTION II COMPENSATION

A. GRANT REIMBURSEMENT SCHEDULE

Grant reimbursements payable to Subgrantee for services specified herein shall be in accordance with the sub-section of the Budget in **Exhibit A** specific to the Project, hereinafter referred to as Budget. The cost of the Project is estimated to be \$579,000. Subgrantee agrees to be responsible for the Non-State Share and Other Cost Share of the Project as shown in the Budget. The Subgrantee's cost share is estimated to be \$0. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share.

B. METHOD OF PAYMENT

Reimbursement of funds expended by Subgrantee shall be based on work described in the Work Plan. In order to receive disbursement of grant funds, Local Project Sponsor shall submit to MPWMD quarterly invoices for eligible project costs as defined in the State Grant Agreement Item 7 (Eligible Project Cost) in a form required by MPWMD. Supporting documentation as described in the State Grant Agreement Item 8 (Method of Payment) shall accompany each invoice. The documentation required by this paragraph shall be sent to:

Maureen Hamilton, Water Resources Engineer
Monterey Peninsula Water Management District

mhamilton@mpwmd.net

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MPWMD shall request reimbursement from the State for Subgrantee's costs, subject to a finding by MPWMD that the invoice and supporting documentation are consistent with the requirements of **Exhibit A**, State Grant Agreement. Where MPWMD finds the invoice and supporting documentation for work to be unsatisfactory, MPWMD shall describe deficiencies in writing or by electronic mail (e-mail) to Subgrantee within ten (10) days. Subgrantee shall have the option of revising the invoice and supporting documentation to delete reimbursement requests for invoices that are deemed unsatisfactory or revising unsatisfactory invoices and resubmitting a reimbursement request. Payments to Subgrantee are due and payable within thirty (30) days after receipt of grant funds from the State. As specified in State Grant Agreement, Exhibit D.36, ten percent (10%) of the maximum payment shall be retained by State, until such time as State releases retention to MPWMD. The final invoice for work performed shall be submitted by Subgrantee to MPWMD not later than 30 days after completion of Project work as set forth in the Schedule in **Exhibit A**, State Grant Agreement. MPWMD shall submit such invoice to State with request for release of retention(s) not later than 60 days after receipt of invoice.

C. MAXIMUM PAYMENT

Payments to Subgrantee for Project expenses incurred under this Agreement **shall not exceed \$579,000 provided however that this amount may be increased in writing by mutual agreement of the Parties in the event project costs exceed projections and more grant funds are made available by the Department of Water Resources.** This amount may be reduced as per the Paragraph 5.A.ii., State Grant Agreement.

SECTION III INSPECTION OF WORK

Authorized representatives of MPWMD shall have access to Subgrantee's offices or other work location during normal business hours for the purpose of review and inspection of work activities undertaken pursuant to this Agreement.

SECTION IV OWNERSHIP OF PROJECT REPORT

For the purposes of retaining records for any future audits, Subgrantee shall provide MPWMD electronic copies of all original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and described as deliverables in **Exhibit A**, State Grant Agreement.

Subgrantee may be required to provide additional documents to the State. MPWMD shall forward to the State all such requested documents.

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SECTION V TIME OF PERFORMANCE

Subgrantee shall complete all tasks described herein according to the schedule shown in **Exhibit A**, State Grant Agreement. Time is of the essence to this Agreement, and late performance may result in a termination of this Agreement pursuant to Section IX, Termination.

SECTION VI RESPONSIBILITIES

- A. Subgrantee shall act as an independent Subgrantee and not as an agent or employee of MPWMD. Subgrantee shall have exclusive and complete control over Subgrantee's employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. MPWMD shall provide Subgrantee with all data and documents in its possession related to the State Grant.
- C. Subgrantee shall perform the work and provide the documentation required of MPWMD or pertinent to Local Project Sponsor's Project in a timely manner as set forth, without limitation, in the Work Plan. Notwithstanding the foregoing, any documents or information required to be submitted to the State, Department of Water Resources, agents of the Department of Water Resources, agents of the State, shall be submitted by Subgrantee to MPWMD for submittal by MPWMD to the appropriate party designated in the State Grant Agreement.
- D. Subgrantee agrees to provide all required reports as specified in **Exhibit A**, State Grant Agreement Item 14 (Submission of Reports), according to a format and schedule as specified by MPWMD. This pertains to the quarterly Progress Report, quarterly Accountability Report (applicable to advance funds), Final Report, and Post-Performance Reports.
- E. Subgrantee shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder for the Project work specified in **the** Work Plan. Subgrantee shall be responsible for the reproduction of work produced by Subgrantee hereunder.
- F. MPWMD is to provide administrative services for the benefit of Local Project Sponsor and other local project sponsors, in the administration of this Agreement and the State Grant Agreement. MPWMD is to receive compensation via grant reimbursement for these services as set forth in the budget in **Exhibit A**, State Grant Agreement.

MPWMD agrees to provide grant administrative services for the term specified in the State

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Grant Agreement. In the event the terms or conditions of the State Grant Agreement are changed to accommodate the Local Project Sponsor, MPWMD shall be reimbursed by the Subgrantee for any additional administrative costs that are solely attributable to grant administration occurring beyond the original scope of work described in the State Grant Agreement.

- G. Subgrantee acknowledges that **Exhibit A**, State Grant Agreement Item 5 (Basic Conditions) establishes the State shall have no obligation to disburse money for the Project under this Agreement until MPWMD, and as applicable the Subgrantee, has satisfied all the applicable conditions specified in Item 5.
- H. Subgrantee acknowledges its responsibility to comply with the applicable provisions of **Exhibit A**, State Grant Agreement Exhibit D. Standard Conditions. Special attention is directed to State Grant Agreement Section D5 "Audits." Subgrantee may be required to share in expenses associated with an audit and shall be required to maintain records for at least three (3) years after Project completion.
- I. The Subgrantee agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all subcontractors, material suppliers, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Subgrantee, Subgrantee's employees, or Subgrantee's subcontractors or sub-subcontractors in the performance of this Agreement.
- J. Subgrantee agrees to perform all work for the Project under this Agreement in compliance with the terms and conditions of **Exhibit A**, State Grant Agreement.

SECTION VII INSURANCE

The Subgrantee shall procure, purchase at its expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Subgrantee's activities, work, services, and/or operations performed by the Subgrantee under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Subgrantee or any of them is or may be liable. The procurement and maintenance by the Subgrantee of policies required under this Agreement shall not relieve, limit or satisfy Subgrantee's obligation to indemnify, defend and save harmless MPWMD, its officers, directors, agents and employees.

- A. Subgrantee represents that Subgrantee will, prior to commencement of work pursuant to this agreement, name and endorse on to his Comprehensive General Liability insurance policy MPWMD and the State, its officers, agents and employees as "an insured" with

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respect to liability arising out of the activities, services, operations or work performed by Subgrantee for MPWMD (ISO form CG 20 09 11 85 or its equivalence). Subgrantee shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit B**) and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.

- B. Subgrantee shall add to Subgrantee's Comprehensive General Liability insurance policy a severability interest clause or such similar wording if Subgrantee's policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."
- C. All policies carried by Subgrantee shall contain a provision or be endorsed to state that coverage as respects to MPWMD and the State, its officers, agents and employees shall not be suspended, voided, cancelled or non-renewed except after the insurance company has given to MPWMD at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.
- D. Subgrantee shall, on all policies or coverages required to be carried by Subgrantee pursuant to this Agreement, give to MPWMD forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.
- E. Prior to the execution of the Agreement, Subgrantee shall file with MPWMD certificates of insurance coverage actually in force required to be carried by Subgrantee pursuant to this Section VII and Insurance Requirements (**Exhibit B**). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.
- F. All insurance policies carried by or available to Subgrantee shall be primary and not excess nor contributing with any insurance issued to or available to MPWMD. Any insurance or self-insurance maintained or carried by MPWMD shall be excess of the Subgrantee's insurance and shall not participate in nor contribute with such insurance carried by or available to Subgrantee. MPWMD will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Subgrantee.
- G. In the event Subgrantee elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Subgrantee shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.

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- H. MPWMD shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Subgrantee in the event such insurance coverage does not comply with the requirements hereof. However, MPWMD may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates and correspondence required to be carried by Subgrantee pursuant to this Agreement.

SECTION VIII CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Project Work Plan or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Project Work Plan may also result in a change in the compensation amount. Any changes to the Work Plan or Budget for the Project shall be documented by duly executed amendments to this Agreement and to **Exhibit A**, State Grant Agreement.

SECTION IX TERMINATION

MPWMD may terminate this Agreement by written notice to Subgrantee at any time prior to completion of work described in the Work Plan, at the option of MPWMD, upon violation by the Subgrantee of any material provision after such violation has been called to the attention of the Subgrantee and after failure by the Subgrantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by MPWMD. In the event of such termination, the Subgrantee agrees, upon demand, to immediately repay to MPWMD an amount equal to the amount of grant funds disbursed to the Subgrantee prior to such termination, if such a demand is made by the State. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Subgrantee to the date of full repayment by the Subgrantee. In addition, Subgrantee agrees to pay all costs incurred by MPWMD to recover such funds.

SECTION X SUB-CONTRACTING

Subgrantee agrees that all provisions in the State Grant Agreement applying to Subgrantee shall also apply to its sub-contractors.

SECTION XI NONDISCRIMINATION AND FAIR EMPLOYMENT

During the performance of this Agreement, the Subgrantee and its contractors shall comply with

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the requirements in State Grant Agreement, **Exhibit A**.

SECTION XII DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: Subgrantee, its contractors or subcontractors shall certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace. Prior to commencement of work pursuant to this agreement, the Subgrantee, and all sub-subgrantees and subcontractors performing any portion of the work, shall complete and submit to MPWMD a Drug-Free Workplace Certification (**Exhibit C**).

SECTION XIII INTEREST OF SUBGRANTEE

During the performance of this Agreement, the Subgrantee and its contractors shall comply with the requirements in State Grant Agreement, **Exhibit A**.

SECTION XIV CONTINGENT FEES

Subgrantee warrants that Subgrantee has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee to solicit or secure this Agreement, and that Subgrantee has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Subgrantee, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MPWMD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XV DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within five (5) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

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SECTION XVI NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

MPWMD: Monterey Peninsula Water Management District
5 Harris Court, Building G
P. O. Box 85
Monterey, CA 93942-0085
Attention: Dave Stoldt, General Manager

SUBGRANTEE: City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: Craig Malin, City Manager

SECTION XVII AMENDMENTS

This Agreement together with **Exhibits A through C** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVIII ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

Exhibit A. Grant Agreement between the State of California Department of Water Resources and the Monterey Peninsula Water Management District, Agreement Number **<enter SAP number>**, Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant

Exhibit B. Insurance Requirements

Exhibit C. Drug-Free Workplace Policy and Certification

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

BY: David Stoldt, General Manager

CITY OF SEASIDE

BY:

FEDERAL TAX IDENTIFICATION NUMBER _____

EXHIBIT A

State Grant Agreement No. <46000XXXXX>

**PROJECT NAME: DEL MONTE MANOR LOW IMPACT DEVELOPMENT
IMPROVEMENTS**

IMPLEMENTING AGENCY: CITY OF SEASIDE



**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND**

<GRANTEE NAME>

AGREEMENT NUMBER <SAP AGREEMENT NUMBER>

**PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the <insert Grantee Name>, a <select appropriate descriptor and delete others: public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section § 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by <insert the last project completion date based on schedule> in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after <insert date 3 months after the last project work is scheduled to be completed>.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$<INSERT AMOUNT>. This amount may be reduced as per the Paragraph 5.A.ii.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package (Exhibit A), project(s) that are subject to the California Environmental Quality Act (CEQA) and/or environmental permitting (including final land purchases) shall not be included in this Agreement until CEQA is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as described below.
 - ii. A single amendment to the Agreement will be allowed to include projects that complete CEQA and/or acquire permits necessary to begin construction within twelve months of Final Award.

Within this single amendment, any placeholder projects that did not meet the CEQA and permitting eligibility requirements will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement, however, such project could be eligible under the next round of grant solicitation.

- B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than 60 days following the end of the calendar quarter as first determined from the date of the executed Agreement (e.g. If execution date is August 1, then submit by November 1st, February 1st, May 1st and the following August 1st.) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan."
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) and/or environmental permitting (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA process and State's notice of verification of environmental permit submittal.
- The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, finding of no significant impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable for Implementation Components/Project(s).

- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the <Insert Final Award date> may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from

the Grantee via US mail or Express mail delivery of a “wet signature” or an electronic invoice certified and transmitted via electronic/digital signature (e.g., DocuSign) for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, “Submission of Reports.” Payment will be made no more frequently than <choose one: quarterly/monthly>, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices shall accompany a Quarterly Progress Report and shall be submitted no later than sixty (60) days following the end of the quarter as first determined from the date of the Agreement’s execution (e.g. If execution date is August 1, then submitted by November 1st, February 1st, May 1st and the following August 1st.) The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, “Budget.” The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours’ summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 3, “Grant Amount” and those costs that represent the Grantee’s costs, as applicable, in Paragraph 4, “Grantee Cost Share.”
 - v. Original signature and date of the Grantee’s Project Representative. Submit the original “wet signature” copy of the invoice form to the following address: <Insert DWR PM, title & appropriate address> or an electronic signature certified and transmitted via electronic/digital signature (e.g., DocuSign) from authorized representative to <Insert DWR PM, title, & email address>.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., reimbursement or cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in

suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been used. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request shall include:
 - i. Descriptive information concerning each project, consistent with this Agreement
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. Budget for each project
 - iv. A detailed funding plan which shows how the advanced funds will be expended quarterly (i.e., for what, how much, and when, including CEQA and permitting timeline) and clearly identifies the budget to complete the project once the advanced funds have been expended.
 - v. An update on project status and any reimbursable funds expended to date
 - vi. Any other information that DWR may deem necessary
 - C. If a Local Project Sponsor is requesting advanced payment, the Grantee shall submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and all required project information and that information being deemed adequate at the sole discretion of DWR, and subject to the availability of funds, the State will authorize payment of the advanced funds of up to 50% of the grant award for the qualified project(s) or lesser amount as may be requested by the Grantee. The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget."

- iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of a signed invoice for costs incurred, including Local Cost Share, and timely Progress Reports as required by Paragraph 14, "Submission of Reports."
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated funding plan which that shows how the remaining advanced funds will be expended.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to Local Project Sponsor(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
- D. Once the Grantee has expended all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement," and any remaining requirements of Paragraph 5, "Basic Conditions."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Failure to comply with any other term of this Agreement.

H. Repayment amounts may also include:

- i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
- ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines, and Senate Bill No. 555, as stated on page 22 of the Proposal Solicitation Package. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. Seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act set forth on page 10 of the 2019 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control. For more information, visit the website listed in Appendix A of the 2019 Guidelines.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the Agreement, with future reports then due on successive three-month increments (quarterly) based on the invoicing schedule and the date of the first submittal.
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project completion as outlined in Exhibit F.
 - D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
 - E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices

shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

<Grantee agency/company Name>

Arthur Hinojosa
Chief, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

<Grantee Project Representative Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

Direct all inquiries to the Project Manager:

Department of Water Resources

<Grantee agency/company Name>

<DWR Project Manager Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

<Grantee Project Manager Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA

<INSERT GRANTEE NAME>

DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa
Chief, Division of Regional Assistance

<Grantee Project Representative Name>
<Title>

Date _____

Date _____

EXHIBIT A

WORK PLAN (or copy their work plan into this item)

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

NOTE: These are instructions – not to be included in final agreement:

The Work Plan shall contain the following items:

- For each project, a concise description of each task needed to complete the project and the status of each task (including estimated % complete for those tasks already completed or underway prior to the execution of this Agreement). Also include a brief overview of work already completed and work to be performed.
- Grant reporting tasks including the submittal of Quarterly Progress Reports, Invoices, and Final Reports.
- Procedures for coordinating with its partner agencies and organizations that may receive funding from the grant including any contracts, memorandums of understanding (MOUs), and other formal agreements.
- A brief overview of standards, such as construction standards, health and safety standards, laboratory analysis, or accepted classifications methods that will be used in implementation.
- A Project Performance Monitoring Plan for the project(s). Project Performance Monitoring Plan requirements are discussed below.
- A discussion of the status of acquisition of land or rights-of-way. If a funded project requires land to be purchased and/or an easement to be acquired, include a list of needed parcels for each project and the status of the acquisition. If land and/or easement acquisition is not applicable, state as such.
- A listing of all necessary permits and the status of securing such permits, if applicable.
- A plan for the preparation and completion of requirements to comply with CEQA, NEPA, and other environmental laws, if applicable. If environmental compliance efforts have not been completed, include tasks for environmental compliance. Include any environmental mitigation or enhancement actions or tasks necessary to comply with recommended mitigation measures.
- A description of the required tribal notification, if applicable, requirement (PRC §75102). If deemed not applicable, describe the basis for that conclusion. See Appendix C of the 2019 Guidelines for further information.
- Necessary plans and specifications.

PROJECT 1: Grant Administration

IMPLEMENTING AGENCY: <GRANTEE>

PROJECT DESCRIPTION: The Regional Water Management Group authorized <GRANTEE> to act as the applicant and the grant manager for the Proposition 1, Round 1 IRWM Implementation Grant. <GRANTEE> will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Grant Administration

Task 1: Agreement Administration

<GRANTEE> will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

<GRANTEE> will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

Y Invoices and associated backup documentation

Task 3: Reporting

<GRANTEE> will be responsible for compiling progress reports for submittal to DWR. <GRANTEE> will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement. For example, progress reports will explain the status of each project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project completion reports will include: documentation of actual work done, changes and amendments to each project, a final schedule showing actual progress versus planned progress, and copies of final documents and reports generated during the project.

Deliverables:

- Y Quarterly Invoices and backup documentation
- Y Quarterly Progress Reports and updated schedule
- Y Grant Completion Report

Y Deliverable due date Schedule

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>

PROJECT DESCRIPTION: <Description of work that will be done, where, and benefits that will be provided.>

Budget Category (a): Project Administration (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, <GRANTEE>. Prepare invoices including relevant supporting documentation for submittal to DWR via <GRANTEE>. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Y Invoices and associated backup documentation
- Y Applicable Project Deliverables

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to <GRANTEE> for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Project Completion Report and submit to DWR via <GRANTEE> for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Report addressing <GRANTEE>/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit F.

Deliverables:

- Y Quarterly Project Progress Reports
- Y Project Completion Report
- Y Deliverable schedule, with updates as needed
- Y Acknowledgment of Credit per Condition D.2

Budget Category (b): Land Purchase/Easement (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 3: Land Purchase

Approximate area of land to be purchased or easement(s) to be acquired. {Add applicable detail}

Deliverables:

- Y Documentation supporting property value (if purchased)
- Y All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation Instruction: If not applicable, it should say "Not applicable"

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. <Add applicable detail>

Deliverables:

- Y Relevant Feasibility Studies

Task 5: CEQA Documentation

Prepare and circulate a Notice of Preparation (including Tribal notification to the California Native Heritage Commission). Prepare draft environmental document(s) and release document(s) for public review. File Notices of Completion and Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). After preparation, submit all required documents to the State to facilitate State review per Agreement paragraph 5. <Add applicable detail.>

Deliverables:

- Y All necessary CEQA documents as required
- Y No Legal Challenges Letter

Task 6: Permitting

<Insert description>

Deliverables:

- Y Permits as required

Task 7: Design

<Insert description.>

Deliverables:

- Y Basis of Design Report
- Y 100% Design Plans and Specifications

Task 8: Project Performance Monitoring Plan

Develop and submit a Project Performance Monitoring Plan. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. <Add applicable detail>

Deliverables:

Y Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

Activities necessary to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

<Add applicable detail>

Deliverables:

- Y Bid Documents
- Y Proof of Advertisement
- Y Award of Contract
- Y Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. <Add applicable detail>

Deliverables:

- Y Notice of Completion
- Y Engineer's Certificate of Completion
- Y Record Drawings

Task 11: Construction

Construction activities are outlined below.

- 11(a): Mobilization and Demobilization <Add applicable detail>
- 11(b): Site preparation will include <Add applicable detail>
- 11(c): Install, construct, excavate <Add applicable detail>
- 11(d): Improve <Add applicable detail>

Deliverables:

- Y Monthly Photographic Documentation of Progress
- Y Acknowledgement of Credit Sign, per Standard Condition D.2

EXHIBIT B

BUDGET

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program. The budget shall be consistent with the work plan and schedule.]

AGREEMENT BUDGET SUMMARY

PROJECTS		Cost Share: Non-State Fund Source*	Grant Amount	Other Cost Share**	Total Cost	Percent Cost Share
1	Project 1: Grant Administration***	\$0	\$0	\$0	\$0	%
2	Project 2: <Title>	\$0	\$0	\$0	\$0	%
X	Project X: <Title>	\$0	\$0	\$0	\$0	%
GRAND TOTAL		\$0	\$0	\$0	\$0	-

NOTES:

*Non-State funds represents the 50% required cost share by Proposition 1 and could be from any non-state source (County, Federal, any other agency share, etc.). Other cost share is any additional funding that the Grantee includes above the 50% required cost share; and it could be from any non-state source. Federal funding that passes through the California Governor's Office of Emergency Services is considered from a federal source. Footnote should explain if the Grantee received a cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s). List sources of Cost Share.

** List sources of Other Cost Share, including other State Fund Sources. (Other cost share means the amount that is not required as part of grant/ or proposition)

*** Funding for grant administration cannot exceed 10% of the total requested grant amount of the proposal. This 10% limit includes total grant administration costs incurred by the Grantee and each Local Project Sponsor.

PROJECT 1: Grant Administration

BUDGET CATEGORY		Cost Share: Non-State Fund Source*	Grant Amount	Other Cost Share**	Total Cost
(a)	Grant Administration	\$0	\$0	\$0	\$0
TOTAL COSTS		\$0	\$0	\$0	\$0

NOTES:

*Footnote should explain if the Grantee received a DAC/EDA cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s).

**List sources of Other Cost Share, including other State Fund Sources.

PROJECT X: <Project X Name>

Implementing Agency:

Project directly serves a need of a Disadvantaged Area?: **Yes/No**

Local Cost Share Required: **X%**

BUDGET CATEGORY		Cost Share: Non-State Fund Source*	Grant Amount	Other Cost Share**	Total Cost
(a)	Grant Administration	\$0	\$0	\$0	\$0
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction / Implementation	\$0	\$0	\$0	\$0
TOTAL COSTS		\$0	\$0	\$0	\$0

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Footnote should explain if the Grantee received a DAC/EDA cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s).

**List sources of Other Cost Share, including other State Fund Sources.

EXHIBIT C
SCHEDULE

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

[Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule shall be consistent with the work plan and budget.]

Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee should refer to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager to obtain the estimated due date for the deliverables listed in Exhibit A. The dates listed in Exhibit C Schedule are date ranges that correlates to the activities listed within that Budget Category in Exhibit A.

PROJECT 1: Grant Administration

BUDGET CATEGORY		Start Date	End Date
a	Grant Administration	MM/DD/YYYY	MM/DD/YYYY

PROJECT X: <Project X Name>

BUDGET CATEGORY		Start Date	End Date
a	Grant Administration	MM/DD/YYYY	MM/DD/YYYY
b	Land Purchase / Easement	MM/DD/YYYY	MM/DD/YYYY
c	Planning / Design / Engineering / Environmental Documentation	MM/DD/YYYY	MM/DD/YYYY
d	Construction / Implementation	MM/DD/YYYY	MM/DD/YYYY

EXHIBIT D

STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments shall be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment. Requests solely for a time extension shall be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment shall be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement."

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this

provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code § 79708 (b))

- D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8) CEQA: Activities funded under this Grant Agreement, regardless of funding source, shall be in compliance with CEQA. (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9) CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code § 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code § 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- D.10) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11) COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement shall be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules shall be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12) COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13) CONFLICT OF INTEREST: All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14) DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

- D.15) DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract
- D.17) EASEMENTS: Where the Grantee or LPS acquires property in fee title or funds improvements to real property already owned in fee by the Grantee or LPS using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction shall be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee or LPS acquires an easement under this Agreement, the Grantee or LPS agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

- D.18) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19) GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform, or cause to be performed, all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement, shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22) INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited

to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.23) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24) INSPECTION OF BOOKS, RECORDS, AND REPORT. During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.27) MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule shall be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28) NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation or gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall

comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.29) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30) PERFORMANCE BOND: Where contractors are used, the Grantee or LPS shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee or LPS in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph shall be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee or LPS shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee or LPS shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee or LPS shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.33) PROJECT ACCESS: The Grantee and/or LPS shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34) REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.36) RETENTION: The State shall withhold ten percent (10%) of the funds, for each Project, until the Project is complete and Final Project Report is approved and accepted by DWR. At the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single Component (within a Project) may be released when that Component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.41) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee shall provide a reason(s) for termination. The Grantee shall submit all progress reports summarizing accomplishments up until termination date.
- D.42) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

- D.45) **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) **TRAVEL – DAC, EDA, TRIBES PROJECT:** Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47) **UNION ORGANIZING:** The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.48) **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49) **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

DRAFT

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Schedule showing actual progress verses planned progress
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- As-built drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is actually performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template will be provided by the assigned Grant Manager. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online the Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

DRAFT

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored component below:

Local Project Sponsor Agency Designation

Sponsored Project:	Project 1: <Title>
Sponsor Agency:	
Agency Address:	
Project Location:	

Project Locations/Sites/Vicinities Map – Provide a map and/or diagrams depicting the project locations and project features (in adequate detail) with respect to project service area (may represent the area covered by a project); the region/funding area boundary, facilities of the project (if applicable); DACs or EDAs within the project area (if applicable); and any other project features that may apply.

Local Project Sponsor Agency Designation

Sponsored Project:	Project 2: <Title>
Sponsor Agency:	
Agency Address:	
Project Location:	

EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors

impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.

- a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
 31. Implied dedication statement.
 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
 33. Discussion of any departures taken in the development of the appraisal.
 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
 35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

Exhibit L

Project Monitoring Plan Guidance

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT B

INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability - "Any Auto - Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury,
Property Damage and Personal Injury
 - E. X Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District or the State, its officers, agents and employees.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. . The District and the State, its officers, agents and employees shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 45-day prior written notice of cancellation.
- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B & C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)
 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees" and the "State, its officers, agents and

employees.”

- C. This policy shall contain a severability of interest clause or similar language to the following:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization.”

- D. All policies shall contain a provision that the insurance company shall give the District at least forty-five (45) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 45-day written notice must be shown on all certificates of insurance.
- E. Certificates of Insurance for the current policies shall be delivered by the Subgrantee to the Risk Manager for the District as verification that terms A, B, C and D have been met.

- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:

Monterey Peninsula Water Management District
Attn: Risk Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085

- VI. All policies carried by the Subgrantee shall be primary coverage to any and all other policies that may be in force. The District shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.

EXHIBIT C

DRUG-FREE WORKPLACE POLICY CERTIFICATION

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Acts of 1988 and 1990. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees, contractors and subcontractors. It subjects all employees, contractors, and subcontractors, as well as visitors to our facilities and work site, to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently. In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees, contractors, and subcontractors are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Any employee violating the policy is subject to discipline, up to and including termination for first offense. Violation of this policy by contractors or subcontractors could result in termination of the contract for their services.
2. Should you be required to take any kind of prescription or nonprescription medication which could affect your job performance, you are required to report this to your supervisor. Your supervisor will determine if it necessary to temporarily place you on another work assignment or to take other action as appropriate.
3. Employees, contractors, and subcontractors have the right to know the dangers of drug abuse in the workplace, the Monterey Peninsula Water Management District's policy about it, and what help is available to combat drug problems.
4. We will provide educational material and conduct training for all employees on this subject. The District also recognizes that substance abuse is treatable and is willing to provide referral assistance to those who want to understand and correct their problem before it impairs their performance and jeopardizes their employment. One source of treatment for drug/alcohol dependency is provided to District employees through their coverage under the Blue Cross Employee Assistance Program.
5. Any employee, contractor, or subcontractor convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence. Failure to do so will subject the employee to disciplinary action, up to and including immediate termination. Failure to do so by a contractor or subcontractor could result in termination of the contract for their services. By law, the District will notify the federal contracting officer within ten (10) days of receiving any notice of such a conviction.

6. The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

ALL EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS ARE ASKED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGEMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF CONTINUED EMPLOYMENT.

Signature of responsible party

Name and title of responsible party

Date signed



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Misty Bradshaw, Associate Engineer

DATE: September 3, 2020

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GAYA COATING CONSULTING FOR THE PROTECTIVE COATING QUALITY ASSURANCE INSPECTION SERVICES FOR THE MUNICIPAL WATER TANK REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$32,280.

PURPOSE & RECOMMENDATION

Adopt a Resolution (Attachment 1) authorizing the execution of a professional services agreement (Attachment 2) with Gaya Coating Consulting, Inc. (Gaya Consulting) for an amount not to exceed \$32,280 for protective coating quality assurance inspection services for the Municipal Water Tanks Rehabilitation Project and authorizing the City Manager to execute the agreement.

BACKGROUND

The Seaside Municipal Water System owns and operates two 500,000 gallon steel potable water storage tanks. The tank coating was inspected in February 2018, and the tank roof coating was found to be deficient and requiring removal of the existing coating and application of a new coating over the exterior roof. The existing interior and exterior coating of the floor and shell walls is still in adequate condition and does not require coating at this time. The existing tank ladder and appurtenances are showing signs of corrosion, and the ladder is not up to current safety standards. The

construction of this project was advertised for bids, and Olympus and Associates, Inc. was the lowest responsive and responsible bidder, and award of the construction project is being considered at this September 3rd Council Meeting.

As part of construction, it is necessary to have a certified coating inspector on site during the coating operations to ensure the project is performed to the standards set forth in the project specifications.

The City requested proposals from various firms for the coating inspection services for the Water Tanks Rehabilitation Project. The City received three proposals from qualified firms, DB Gaya Consulting, CSI Services, and Bay Area Coating Consultants in August 2019. Staff reviewed proposals on the basis of qualifications for these specialized professional consulting services. DB Gaya Consulting was previously selected as the most qualified proposer due to their qualifications and experience with the project site and contract AG19-65 was executed between the City and DB Gaya Consulting. In July 2019, DB Gaya Consulting, as part of AG19-65, reviewed the plans and specifications prior to bidding, and provided comments to incorporate into the final bid set with the intention of going out to bid in Fall 2019.

Due to the seasonal construction window restraints and available funding at the time, the project was put on hold for one year. Over the course of the year, DB Gaya Consulting has since changed their name to Gaya Coating Consultants and has become incorporated. The previous contract was left to expire on June 30, 2020, and funds previously encumbered for the DB Gaya Consulting contract were released back into the water fund. No funds were expended on this coating contract to date. In order to meet the prevailing wage requirements, the consultant's rates have since increased from the previous contract.

Due to the City initiated delay to the project, and the change in the consultant's company name and status, it is recommended to execute a new contract in lieu of amending the existing one. Staff is recommending execution of a contract for an amount not to exceed \$32,280 with Gaya Coating Consultants, Inc.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities) per Article 19, Section 15301(d). Coating inspection restores or rehabilitates deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards and involves negligible or no expansion or use.

FISCAL IMPACT

The contract for the Protective Coating Quality Assurance Inspection Services will be for an amount not to exceed \$32,280. This contract will be funded from the Water Tank Recoating Account No. 401-8910-9556. There are adequate funds available in the account to cover the cost of the contract.

ATTACHMENTS

1. Resolution
 2. Draft Profesional Services Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GAYA COATING CONSULTING FOR THE PROTECTIVE COATING QUALITY ASSURANCE INSPECTION SERVICES FOR THE WATER TANK IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$32,280.

WHEREAS, the City operates a municipal water system which includes two 500,000 gallon water storage tanks which are in need of recoating and retrofitting of the existing appurtenances; and

WHEREAS, the City Council is considering a recommendation to award a Construction Contract for the Municipal Water Tank Rehabilitation Project to Olympus and Associates, Inc. at this September 3, 2020 City Council; and

WHEREAS, it is necessary to have a certified coating inspector on site during the coating operation to ensure the project is performed to the standards set forth in the project specifications; and

WHEREAS, the City requested proposals from various firms qualified to perform the quality assurance inspection services; and

WHEREAS, in Fiscal Year 2019/2020, seasonal construction limitations and budgeting constraints caused the project to be delayed a year; and

WHEREAS, DB Gaya Consulting, LLC was previously selected on the basis of their qualifications and issued a contract that expired of June 30, 2020 due to the project delay; and

WHEREAS, the Consultant has changed their name from DB Gaya Consulting, LLC, to Gaya Coating Consultants, Inc, and have adjusted their rates to accommodate prevailing wage requirements; and

WHEREAS, Gaya Coating Consultants, Inc. has submitted a new proposal for an amount not to exceed \$32,280; and

WHEREAS, it has been determined the proposed scope of work and budget are reasonable and within the approved budget; and

WHEREAS, sufficient funds are available in the Fiscal Year 2020/21 budget in Account No. 401-8910-9556; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301, the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) for the maintenance of existing facilities and restoration and rehabilitation of deteriorated or damaged existing structures.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Gaya Coating Consultants, Inc., for the Coating Quality Assurance Inspection Services for the Municipal Water Tanks Rehabilitation Project for a cost not to exceed \$32,280.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of September 2020 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR NON-DESIGN
PROJECT
COATING INSPECTION FOR THE WATER TANK EXTERIOR ROOF
RECOATING PROJECT**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____ between the ("AGENCY") City of Seaside, a municipal corporation and Gaya Coating Consulting Inc., an S-Corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency's City Engineer shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all

necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty thousand two hundred eighty dollars (\$32,280.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall

permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable

attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any

XVI. NOTICES

To AGENCY: City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To CONSULTANT: Gaya Coating Consulting Inc.
2926 Thorn Rd.
Sebastopol, CA 95472
Attention: Dennis Gava

XVII. ASSIGNMENT

Rev. 2/19 Coating Inspection for the Water Tank Exterior Roof Recoating Project Page 7 COS Non-Design PSA

to this AGREEMENT, Dennis Gaya shall be the Project Manager for the services described in this AGREEMENT. Dennis Gaya may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of Dennis Gaya from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section I. Term" of this contract.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

NOT USED

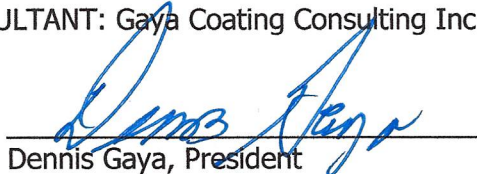
XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT: Gaya Coating Consulting Inc.

By:


Dennis Gaya, President

Date:

5/22/2020

City of Seaside
A Municipal Corporation

Craig Malin, City Manager

Date: _____

Attachments: Exhibit A Scope of Work/Consultants Proposal
 Exhibit B Insurance Requirements

Gaya Coating Consulting Inc,
2926 Thorn Rd.
Sebastopol, CA 95472
707-280-2240

May 11, 2020

Mrs. Misty Bradshaw
Seaside Municipal Water System
Seaside, CA 93955

Dear Mrs. Bradshaw

DB Gaya Consulting LLC is pleased to submit this proposal to the City of Seaside Water District for the Reservoir rehabilitation project.

We specialize in high performance NSF approved tank linings as well as all high build epoxy, mastics and polyurethane liners for the wastewater and petroleum industries. Why choose our inspection company over others? We have been in business for 30 years and we have hundreds of satisfied customers who will tell you why. You can read testimonials on our web site. You'll find our proposal strategy for inspecting your project to be both economic and ecological – we use only the most modern green techniques for all our projects. All reports and correspondence is submitted via email. We will only submit paper copies when requested.

All information such as prices and schedules in this proposal will be valid for 120 days from the date of this proposal. For additional information or questions, please contact me at the number or Email address listed below.

We strongly believe our proposal has been thoroughly outlined and will meet or exceed all of your expectations and requirements. Thank you for your consideration and for putting your trust in DB Gaya Consulting LLC.

The estimate not to exceed figures attached to our proposal is based on past experience. The hours listed for each inspection task can change greatly do to contractor crew size, equipment used, procedures, workmanship, weather delays, etc.

Sincerely,

Dennis Gaya

Dennis Gaya
President
Gaya Coating Consulting Inc.

DB Gaya Consulting LLC
2926 Thorn Rd.

Sebastopol, CA 95472

(PH) 707-280-2240

www.dbgayaconsulting.com

May 12, 2020



Proposal

Protective Coating Quality Assurance Inspection

Prepared for:

Mrs. Misty Bradshaw
City of Seaside Municipal Water System
610 Olympia Ave,
Seaside, CA 93955

Description

Our company provides Project Management and Quality Assurance Inspection Service for the surface preparation and protective coating applications to all types of industrial painting projects.

We have been serving Cities, Municipalities, Water Agencies and the Petro-chemical industries for the past 30 years.

 www.gayacoatingconsulting.com

Proposal Number: 2020-14

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INSURANCE DOCUMENTS.....	Section 5



Introduction

DB Gaya Consulting LLC has implemented a quality control system to ensure that this project meets or exceeds the specifications. Our quality control system ensures the project will proceed with minimal unforeseen problems and eliminates the costly trial and error approaches used by companies who do not integrate quality control into their overall project development from start to finish.

Proprietary Software for Daily Reports

Our proprietary daily reports are custom designed for each project. The reports can vary in length depending upon the amount of information recorded.

Detailed Photographic Documentation.

All of the equipment, materials, surface preparation, and coating applications are photographed and included in the Daily Reports.

Weekly Progress Reports

A weekly progress report is submitted showing the progress made to date and the percentage of the project remaining to be completed. The report is based on the weighted averages of each phase of the project.

Half Day Rates for Various Onsite Procedures

We utilize ½ daily rates when appropriate. This can be a great cost savings to the owner. This 4 hour minimum rate is mostly used during the interior and exterior blasting performed in containment with DH control. We will visit the project site each morning to photograph and document the progress from the previous day

Final Acceptance

A final walk through is performed with the Contractor, Inspector and Owner or Representative. A punch list of repairs needed will be developed and re-inspected until all deficiencies are repaired and accepted.

One Year Anniversary Inspection

The contractor, owner and inspector will meet on site to inspect the applied coatings for any defects that have developed within the past year. All defects found will be identified and repaired at the contractor's expense.

All of the inspections procedures will be in accordance with SSPC, NACE, AWWA and ASTM methods and standards

Project Approach

The bullets below indicate actions performed and documented while on the project site.

Coordinate with the contractor's superintendent and all personnel to assure project continuity.

- Document start-up and completion of tasks daily
- Monitor the number of crew and key personnel
- Conduct surface assessment prior to cleaning. This includes:
 - Check visible moisture, contaminant and irregularities
 - Check for flash rusting
 - Check the condition of all edges, welds, welds spatter, etc.
 - Grease and oil removal and protective coverings used if necessary
- Verify and record surface preparation system. This includes:
 - Compressor make and CFM rating
 - Blast pot size and configuration or recycling equipment
 - Cleanliness and dryness of operating air
 - Document media supplier, type and grade
 - Document recycle sequence and condition
 - Blast nozzle pressure/size and number of nozzles
 - Test for fines, oils, and chlorides in recycled media
 - Verify degree of cleanliness (e.g. SSPC-SP10)
 - Verify the surface profile
 - Photograph surfaces prior to coating application
- Record ventilation system and equipment/configuration.
 - Monitor interior and exterior ambient condition using Temperature Data Loggers manufactured by Onsat® Corp. All recorded temperature data is reviewed and logged daily.
- Monitor weather and temperature conditions. This is done to assure specification conformance. The following conditions are monitored by Onsat Data Loggers at 15-minute increments/ 24 hours per day. The readings are downloaded as determined by the project. We track the following data:
 - General weather conditions
 - Ambient temperatures
 - Dew point spread
 - Surface temperature of steel
 - Verification of dew point exceeding specified degree
 - Relative humidity
- Conduct surface assessment prior to coating application:
 - Check visible moisture, contaminants, and irregularities
 - Check flash rust formation
 - Verify dust and media residue removal
 - Verify compressed air is clean and dry
 - Record the time blasting ended

Exhibit A

Record the time when the surface was accepted for coating

Record the magnetic base reading of the substrate prior to application of prime coat

- Monitor mixing of coating to assure specification conformance. This includes:
 - Documentation of coating manufacturer
 - Document mixing operations
 - Base name, batch number, expiration date recorded
 - Activator or additive name, batch number, expiration date recorded
 - Thinner name, specified inclusion limits and amount added
 - Mixing ratio per specifications
 - Induction time per specifications
 - Amount of coating applied during painting operation.
 - Document the time application procedure began and ended
 - Verify the surface temperature at start and end of application
- Record application system:
 - Document system employed
 - Document tip, orifice sizes, brush or roller types and sizes
 - Document elapsed time since substrate preparation
 - Document coating product description
 - Verify the application is within recoat/topcoat parameters
 - Verify uncoated border left
 - Document wet film thickness
 - Observe brushing of irregular surfaces
- Record application irregularities such as:
 - Over spray
 - Drips/runs/sags/curtains
 - Orange peel
 - Mud cracking
 - Uneven coat
 - Excessive thickness
 - Visible holidays
 - Inadequate preparation
 - Foreign matter embedded in the coating
- Inspect and verify all aspects of workman safety and report unsafe conditions.
- Document and photograph all corrective measures
- Conduct interim and final inspections
- Check visual appearances and surface conditions
- Conduct dry film thickness measurements
- Conduct holiday detection
- Verify completion of cure
- Document and verify remedial work required
- Photograph daily all phases of work performed

Inspection reports including photos for each site visit will be E-mailed at the end of the day.

The inspection report documents all inspection tasks performed and results obtained. In addition, a weekly project completion report detailing the percentage of each phase of the project will be submitted.

WARRANTY INSPECTION

We will meet with District representatives and the Contractor at the time and date specified to perform the warranty inspections. If remedial work is required, a specification will be written. The warranty inspection will include visual inspection of the entire project to determine if there are any areas requiring repair. All defects found will be photographed and submitted to the District and the Contractor. All repairs will be monitored for Quality Assurance. Written acceptance will be presented to the Contractor and the Agency when all repairs are accepted.

Personnel

The following DB Gaya Consulting LLC team members will be working with you during the course of your project. We have included our resumes below

Resume

Dennis Gaya – President

Dennis has acquired 45 years of knowledge and experience with industrial coatings. The scope of his experience covers all aspects of the coatings industry from apprentice painter, journeyman painter on the San Francisco Bay Bridge, plant manager of an abrasive blasting and coating company to Vice President of a large industrial painting company.

In 1980, his knowledge of industrial coatings brought him to International Paint Company as Technical Service Manager. This position was responsible for developing coating specifications for the petro-chemical industry and performing site inspection for industrial coating projects throughout the United States and the Pacific Rim.

Realizing the requirement for independent third party inspection was increasing dramatically, especially in the petro-chemical industry, Dennis became an independent consultant and inspector in January 1986.

The American Construction Inspectors Association (A.C.I.A.) No. 5172 certifies Dennis as a registered Protective Coatings and Lining Inspector.

Dennis has attained certificates for the following:

-  Red Lead abatement training certification – Steel Structures Painting Council
-  Confined Space Training – Chevron USA
-  Elevated work safety training – Chevron USA
-  General industry safety standards – Bay Area Training Truct.

Professional Affiliations:

-  American Construction Inspectors Association – Registered Corrosion Control Inspector # 5172
-  SSPC- Society of Protective Coatings
-  AWWA – American Water Works Association
-  NACE – National Association of Corrosion Engineers
-  California Contractors License C-33 Painting Contractor #723752Dennis Gaya has been a Registered Coating Inspector for 27 years. He founded DB Gaya Consulting in 1986.

Dana Gaya – Vice President

Dana Gaya is Level III – Certified International Coating Inspector. His certification is with the National Association of Corrosion Engineers (NACE) License # 9246

Dana Obtained the Level III credentials in December 2001. As an active member of N.A.C.E. he is required to attend continuing education courses to maintain his re-certification every two years. He attends seminars and meetings of the Society of Protective Coatings and the National Association of Corrosion Engineers.

Dana became a partner and vice president 15 years ago. He performs all phases of quality assurance inspection of the surface preparation and the application of protective coatings and all testing and photographing of projects.

Professional Affiliations:

-  National Association of Corrosion Engineers – Registered International Level III Coating Inspector.
-  SSPC – Society of Protective Coatings – Steering Committee member Cal/ Nevada Chapter.
-  AWWA – American Water Works Association
-  Dana Gaya Has been performing Quality Assurance surface preparation and coating application inspections for the past 15 years.

Summary

Your project will be inspected entirely by Dennis and Dana Gaya.



Experience and Qualifications

Our experience spans 28 years for industrial protective coating inspection. The list of engineers, Cities, Municipalities, and government agencies establishes our expertise in the field.

Our qualifications are outlined on our resumes within this proposal.

Engineering Firms:

- Brelje & Race Engineers
- Brown & Caldwell
- CSW-Stuber Stroeh Engineers
- Covello Group
- Coastline Civil Engineering
- Dept. of Parks and Recreation – East Bay Regional Parks District
- DWG Associates
- Harris & Associates
- GS Dodson & Associates
- Kennedy – Jenks Engineers
- Mactec Engineering
- Pakpour Consulting Group
- PSOMAS
- RGM & Associates
- Richardson Engineering
- Schaaf & Wheeler
- SHN Consulting Engineers
- Shoreline Engineering
- SOHA Engineers
- Veizades & Associates
- Winzler & Kelly

Cities and Municipalities:

- Belmont Water District
- Bolinas P.U.D.
- California American Water
- Callayomi Water District
- Citizens Utilities
- City of Campbell
- City of Cloverdale
- City of Cotati
- City of Dali City
- City of Eureka
- City of Fairfield
- City of Gilroy
- City of Hayward
- City of Hollister
- City of Los Banos

Exhibit A

- City of Livermore
- City of Morgan Hill
- City of Napa
- City of Petaluma
- City of Pittsburg
- City of Rohnert Park
- City of Sebastopol
- City of San Jose
- City of San Mateo
- City of Santa Rosa
- City of Seaside
- City of Ukiah
- City of Vacaville
- City of Williams
- City of Yuba City
- Clearlake Special Services District
- Marina Coast Water District
- Mid-Peninsula Water District
- Marin Water District
- North Marin Water Agency
- Sea Ranch Water Company
- Sonoma County Water Agency
- Stinson Beach Water Agency
- Town of Hillsborough
- Vallejo Sanitation District
- Valley of the Moon Water District
- United States Coast Guard
- United States Air Force



References

The following are some of our clients who have agreed to be references. Feel free to contact any of our references about their experience with DB Gaya Consulting. For more details see our web site references page at:

www.dbgayaconsulting.com

- Marin Water District – Skyview Reservoir and Los Ranchitos Reservoir – Complete exterior red lead removal. 100% solid plural component epoxy applied to both tank interiors.
 - Contact – Gary Andersen – Marin Water District – 415- 945-1581
- City of Williams – One million gallon new construction steel reservoir. Exterior system – Zinc, epoxy, urethane coating system. Interior – 100% solid plural component system.
 - Contact – Art DaRosa – 530-473-2519
- Mid-Peninsula Water District - Two – 10,000 gallon potable water reservoirs. Preconstruction shop blasting and priming inspection recently completed. Onsite inspection starting July 2014.
 - Contact – Victor Fung – Pakpour Engineering – 925-224-7717
- Novato Sanitary District – Clarifier #2 – Completed March 2014.
 - Contact – Clay Kuzma – Covello Group – 925-933-2300
- City of Vallejo – Clarified #3 – Recoating in progress
 - Contact – Gus Silva 707-644-8949
- City of Eureka – Remove and recoat the structural steel roof members in a 20 million gallon potable water reservoir. The project has been ongoing since January 2012 and will continue until the spring of 2013. We have been supplying full time inspection since startup.
 - Contact: Angie Sorensen – Senior Engineer – 707-268-1970
- City of Newark – Newark Natatorium – Remove and replace all failed interior coatings of the entire ceiling steel, roof sheeting and HAVAC sheet metal.
 - Contact – Keith Anderson – Senior Engineer – 650 – 224-7119
- City Santa Rosa – 3 Potable Water Tank Seismic Upgrade Project. Providing QA/QC inspection for the removal and relining the interior and exteriors of all 3 tanks. We are the on call Coating Consulting Company for the City for the past 20 years.
 - Contact – Dave Keck – Senior Inspector – 707-481-3412
- City of Forestville – 1 new one million gallon potable water tank - interior and exterior coating application.
 - Contact – Jake Bricker – Brelje & Race Consulting Engineers – 707-576-1322
- City of Santa Rosa – Laguna Water Treatment Plant – Clarifier #3 - Perform QA/QC inspection for the removal of the existing coating and replacement.
 - Contact – Mike Prinz – Senior Engineer – 707-543 4288

RECENTLY COMPLETED PROJECTS

- Placer County Water District – 2 potable water tank interior and exterior coating applications.
 - Contact – Alton Caesar – pcwair@pcwa.net
- United States Coast Guard Station – San Francisco Airport.
 - Provide QA/QC Inspection during the removal and application of an interior liner system of 4 jet fuel tanks.
- United States Coast Guard – Bay Ship Dry Dock
 - Provide QA/QC inspection for the surface preparation and application of new coatings to four Coast Guard Cutters
- United States Air Force – White Sands Missile Range – New Mexico
 - Provide QA/QC inspection for the removal and replacement of interior linings to 4 jet fuel tanks.
- United States Coast Guard Station – Two Rock, CA. – Training Center. – 2 x 1 million gallon reservoirs.
 - Provide QA/QC Inspection during the removal and application of a new lining system.
- City of Vacaville – Evaluate the condition of the protective coatings on the interior and exterior of 3 potable water tanks owned by the City. Project to start in 2013. We are the selected inspection firm for the project.
 - Contact – Victor Alaniz – Nolte Engineers– Senior Engineer – 916-641-9173
- Coastland Civil Engineering and City of American Canyon
 - Assist with specification development and review.
 - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
 - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
 - Conduct all testing of the completed coating system.
 - Contact: Mike Janes – 707- 571-8005
- Mid-Peninsula Water District
 - Assist with specification development and review.
 - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
 - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
 - Conduct all testing of the completed coating system.
 - Contact – Mike Anderson – 650 – 591-8941
- City of Livermore – 2 x 2 million-gallon potable water reservoirs.
 - Assist with specification development and review.
 - Provide QA/QC Inspection during the surface preparation and prime coat application at the tank fabrication facility.
 - Provide on-site QA/QC Inspection on-site for the surface preparation and coating application.
 - Conduct all testing of the completed coating system.

Exhibit A

- Contact – Joel Waxdeck - 925-960-8129
- City of Ukiah
 - Provide QA/QC Inspection during the surface preparation and coating application to four potable water filter tanks.
 - Contact the Engineering Dept.
- North Marin Water District – 2 Potable water tanks - Interior and exterior coating removal and relining.
 - Contact – Carmela Chandrasekera – Engineer – 707-897-4133
- City of Rohnert Park – 4 Potable water tank interior and exterior lining replacement – Red lead paint removal.
 - Contact – Patrick Barnes – 707-588-2233
- City of Fairfield – Evaluate the condition of the protective coatings on the interior and exterior of five potable water tanks owned by the City.
 - Assist in the preparation of the project specifications for the replacement of the protective coating systems.
 - Provide the Quality Assurance (QA/QC) Inspection during the removal and application of the new coating systems.
 - Currently inspecting two of the tanks in progress.
 - Upper Mangles - 1.1 million gallon reservoir.
 - Rolling Hills Reservoir – 3.1 million gallon reservoir.
 - Contact: Nolte Engineers - Victor Alaniz : 916 – 641-9173



Fee Structure and Estimated Costs

Based on DIR Prevailing Wages

On site Quality Assurance Inspection	Price
Straight Time hourly rate up to 8 hours per day	\$120.00 per hour
Premium Time hourly rate over 8 hours per day and Saturday	\$135.00 per hour
Double Time hourly rate over 8 hours Saturday and all day Sunday	\$150.00 per hour
Second Shift Inspection Rates	
Straight Time hourly rate up to 8 hours per day	\$125.00 per hour
Premium Time hourly rate over 8 hours per day and Saturday	\$140.00 per hour
Double Time hourly rate over 8 hours Saturday and all day Sunday	\$160.00 per hour
Vehicle Charges	
Portal to Portal mileage charge	\$0.56 per mile
Bridge tolls	@ cost
Four hour minimum charge onsite	\$480.00 per visit
Laboratory fees if required	Cost plus 10%

Standard Disclaimer: The numbers represented above are to be used as an estimate for the project discussed. The above Fee Structure does in no way constitute a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before being locked in by a binding contract.



Estimated Costs

Water Tank Exterior Roof Recoating Phase and Interior Touch Up

Estimated Project duration - 30 days

Vehicle charge @ .060 per mile – 280 mi. R/T x 6 \$1000.00

Subsistence if needed= \$150 per Night x 16 = \$2400.00

Full day inspections – 28 days @ \$960.00 = \$26880.00

Surface Preparation and Coating Applications & Testing

TOTAL - \$30,280.00

Note: This estimate represents our best judgment as Protective Coating Consultants experienced in the coating industry. However, it must be recognized Gaya Coating Consulting Inc. has no control of the contractor's equipment, negligence, lack of manpower, Force Majeure, or other forces beyond our control.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy

with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Misty Bradshaw, Associate Engineer

DATE: September 3, 2020

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MUNICIPAL WATER TANKS REHABILITATION PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO OLYMPUS AND ASSOCIATES, INC. FOR AN AMOUNT NOT TO EXCEED \$407,488.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING 10% CONTINGENCY OF \$448,236.80.

PURPOSE & RECOMMENDATION

Adopt a Resolution (Attachment 1) approving the plans and specifications (Attachment 3, 4, and 5) for the Municipal Water Tanks Rehabilitation Project; awarding a construction contract (Attachment 2) to the lowest responsive and responsible bidder Olympus and Associates, Inc. for an amount not to exceed \$407,488.00; establishing a 10% contingency for a total project construction contract amount not to exceed \$448,236.80; and authorizing the City Manager to execute the contract, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction contract amount.

BACKGROUND

The Seaside Municipal Water System owns and operates two 500,000-gallon steel potable water storage tanks. An inspection of the coating was performed in February 2018 which identified the roof coating as deficient and requiring removal of the existing

coating and application of a new coating over the exterior roof. The existing interior and exterior coating of the floor and shell walls are still in adequate condition and do not require recoating at this time. In addition, the existing tank ladder and appurtenances are showing signs of significant corrosion, and the ladder does not meet current safety standards. These items were also incorporated into the Project. Schaaf and Wheeler completed design of the project in June 2020. The plans and specification address the described scope of work, and they were thoroughly reviewed and approved by City staff prior to bidding.

The Invitation for Bids was released on July 8, 2020, and two bids were received and opened on August 20, 2020. The basis of award bid results are listed below:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Olympus and Associates, Inc.	\$407,488.00
Unified Field Services	\$468,055.00

Olympus and Associates, Inc. was the lowest responsive and responsible bidder. Their references proved satisfactory, and they provided documentation demonstrating that they are qualified to perform work specified for the project.

Staff recommends a contract be awarded to Olympus and Associates, Inc. in the amount not to exceed four hundred seven thousand, four hundred eighty-eight dollars (\$407,488.00), and the City Manager be authorized to execute the contract. The engineer's estimate for the project was \$240,238.00. Staff also recommends the City Manager be authorized to execute written amendments, extensions, and change orders up to the 10% contingency such that the full value of the contract may not exceed \$448,236.80.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Categorically Exempt (Class 1, Existing Facilities) Article 19, Section 15301(d). The project restores or rehabilitates deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards and involves negligible or no expansion or use.

FISCAL IMPACT

The construction contract including a 10% contingency is \$448,236.80. The Fiscal Year 2021 budget includes \$500,000 for construction of the Municipal Water Tanks Rehabilitation Project (Account No. 401-8910-9556). There are adequate funds in the

budget to issue the construction contract.

ATTACHMENTS

1. Resolution
 2. DRAFT Contract
 3. Plans
 4. Front End Specifications
 5. Technical Specifications
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE PLANS AND SPECIFICATIONS FOR THE MUNICIPAL WATER
TANK REHABILITATION PROJECT AND AWARDED A CONSTRUCTION
CONTRACT TO OLYMPUS AND ASSOCIATES, INC. FOR AN AMOUNT NOT TO
EXCEED \$407,488.00 AND TOTAL PROJECT COST INCLUDING A 10%
CONTINGENCY OF \$448,236.80**

WHEREAS, the City operates a municipal water system which includes two 500,000-gallon water storage tanks which are in need of recoating and retrofitting of the existing appurtenances; and

WHEREAS, in February 2018 the tanks were inspected, and recommendations were made to upgrade the ladder system to bring it up to compliance with current safety code, areas of corrosion were identified to repair, and the existing exterior roof was noted as needing recoating, and interior and exterior coating was noted as needing spot repairs; and

WHEREAS, the Schaaf and Wheeler completed design of the project in June 2020, and City staff reviewed and approved the plans and specifications; and

WHEREAS, on July 8, 2020, the City released an Invitation for Bids the Municipal Water Tanks Rehabilitation Project; and

WHEREAS, and the City received 2 submissions, and Olympus and Associates was found to be the lowest responsive and responsible bidder; and

WHEREAS, sufficient funds are available in the Fiscal Year 2020/21 budget in Account No. 401-8910-9556; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301, "Existing Facilities" the project construction is categorically exempt from the California Environmental Quality Act (CEQA) because it restores or rehabilitates deteriorated or damaged existing structures;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Seaside that the Plans and Specifications for the Municipal Water Tanks Rehabilitation Project are approved.

BE IT FURTHER RESOLVED, that the Council of the City of Seaside authorizes the City Manager to execute a construction contract to Olympus and Associates, Inc. for construction of the Municipal Water Tanks Rehabilitation Project for a cost not to exceed

\$407,488.00; and

BE IT FURTHER RESOLVED, that the Council of the City of Seaside authorize the City Manager, to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the construction contract outlined above such that the full value of the contract may not exceed \$448,236.80.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of September 2020 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____ 2020, by and between **Olympus and Associates, Inc.** whose place of business is located at **407 Lovit Lane, Reno, Nevada 89506** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [_____] adopted on the **3rd day of September, 2020**, awarded to Contractor the following Contract:

CONTRACT NUMBER ____-____

**Municipal Water Tanks Rehabilitation
located at
Municipal Water Tanks Site on Skyview Drive in Seaside, California, 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum <<Amount in Word (\$)>> for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **180 Calendar** Days from the Commencement Date and **30 Calendar** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated **Misty Bradshaw** as its Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Architect/Engineer

- A. **Schaaf and Wheeler** furnished the Plans and Technical Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **One Thousand Five Hundred Dollars (\$1,500)** for each calendar Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **One Thousand Five Hundred Dollars (\$1,500)** for each calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7201	Supplementary Conditions
Document 00 7300	Labor Compliance Program [If Required]
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 7349	Labor Stabilization Agreement [If Required]
Document 00 7380	Apprenticeship Programs
Document 00 9113	Addenda
Document 05 5000 through 09 9700	Technical Specifications

- 5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: Olympus and Associates, Inc.

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF DOCUMENT

VOLUME 2, CONTRACT DRAWINGS, FOR

CITY OF SEASIDE

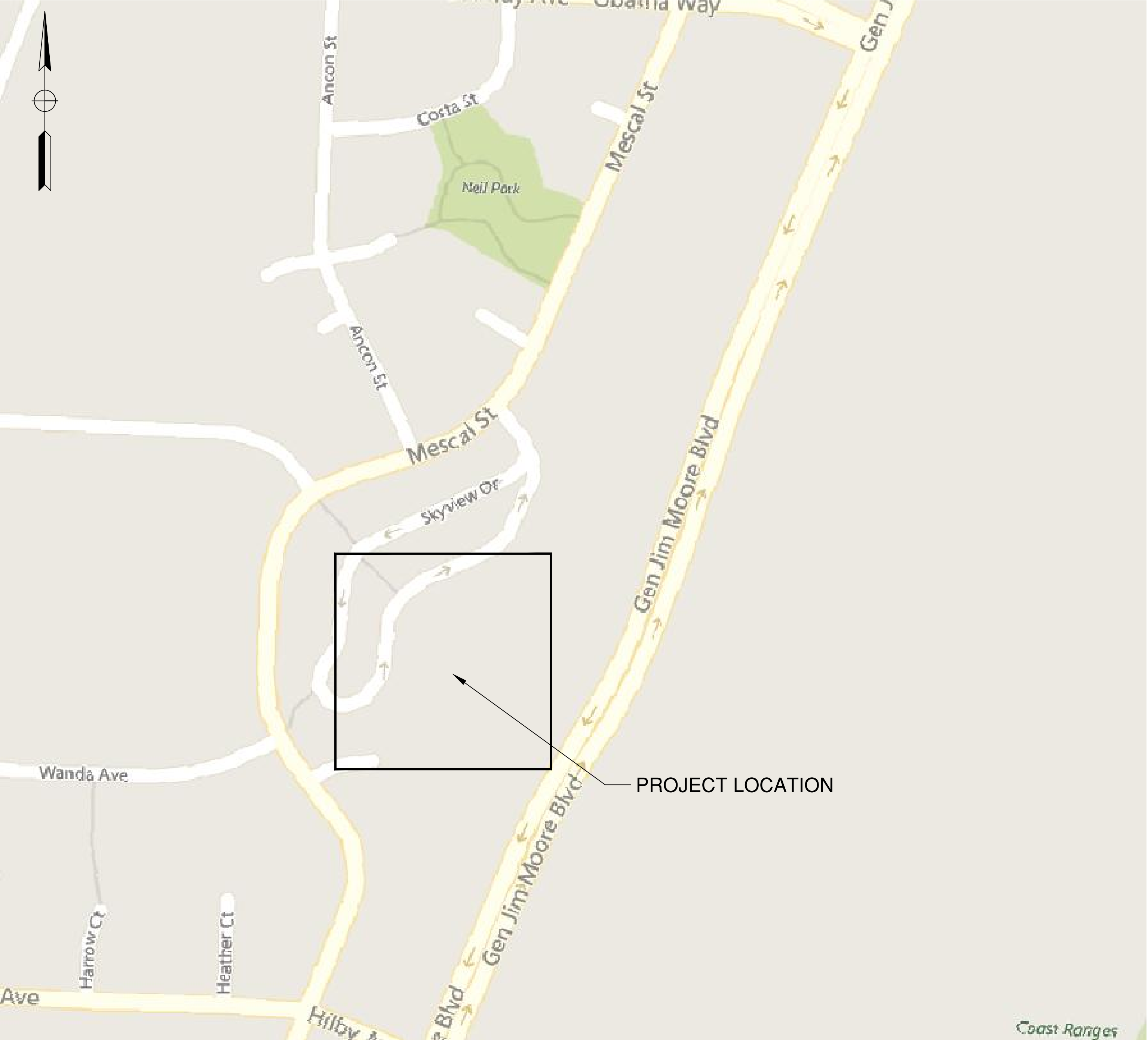
MUNICIPAL WATER TANKS REHABILITATION

PROJECT ADDRESS:
SKYVIEW DRIVE
SEASIDE, CA 93955
APN: 012-673-002 & 012-673-008

PROPERTY OWNER:
CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
CONTACTS:
SCOTT OTTMAR, INTERIM CITY ENGINEER (831) 899-6885
MISTY BRADSHAW, ASSOCIATE ENGINEER (831) 899-6886

GAS AND ELECTRIC:
PG&E, SALINAS DISTRICT
(800) 743-5000
ENGINEERING: (831) 784-3574

DESIGN ENGINEER:
SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS
3 QUAIL RUN CIRCLE, SUITE 101
SALINAS, CA 93907
POC: ANDY STERBENZ, (831) 883-4848



SCOPE OF WORK
WORK FOR THIS PROJECT INCLUDES BUT IS NOT LIMITED TO:
REPLACE EXISTING TANK LADDERS, LEVEL INDICATORS AND ROOF
HATCHES, ADJUSTING THE HEIGHT OF THE TANK OVERFLOW INLETS,
EXTERIOR ROOF RECOATING OF TWO 500,000 GALLON WATER
TANKS, SPOT RECOATING OF TANK INTERIOR AND EXTERIOR SHELL,
AND DISINFECTING AND TESTING THE WATER TANKS.

THIS PROJECT SHALL COMPLY WITH:
2019 CALIFORNIA BUILDING CODE (CBC),
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA PLUMBING CODE (CPC)
2019 CALIFORNIA ELECTRICAL CODE (CEC).
2019 CALIFORNIA FIRE CODE (CFC)

SHEET INDEX	
G1.0	TITLE AND LOCATION
G1.1	GENERAL NOTES
C1.0	TANK DRAWINGS
C1.1	DETAILS

APPROVED BY:		July 1, 2020
SCOTT OTTMAR, PE, INTERIM CITY ENGINEER		DATE
09/30/2020		80086
EXPIRATION DATE		R.C.E. No.

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			



CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955
(831)899-6700

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Salinas, CA 93907-2348
(831) 883-4848



MUNICIPAL WATER TANKS REHABILITATION

TITLE AND LOCATION

DATE:	06/16/2020
SCALE:	NO SCALE
DESIGN:	CJM
DRAWN:	CJM
CHECKED:	AAS

SHEET
G1.0

GENERAL NOTES:

1.

SHOULD IT APPEAR THAT THE WORK TO BE PERFORMED OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE CITY PUBLIC WORKS DEPARTMENT, (831) 899-6825, WITH ANY QUESTIONS OR DISCREPANCIES. ANY REVISIONS REQUIRE OWNER'S APPROVAL BEFORE PROCEEDING WITH REVISED PLANS.
2.

UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE MADE IN WRITING AND APPROVED BY THE PREPARER OF THESE PLANS.
3.

CONSTRUCTION CONTRACTOR AGREES THAT THE IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY OF THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CIVIL ENGINEER AND THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CIVIL ENGINEER.
4.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED WORKMANSHIP PRACTICE AND THESE PLANS. ORDERS GIVEN BY THE OWNER REPRESENTATIVE RELATING TO THE QUALITY OF MATERIALS AND WORKMANSHIP SHALL BE COMPLIED WITH PROMPTLY BY THE CONTRACTOR.
5.

CONTRACTOR SHALL POSSESS A VALID CLASS A - GENERAL ENGINEERING OR CLASS C33 - PAINTING CONTRACTOR LICENSE AT THE TIME THE CONTRACT IS AWARDED AND SHALL MAINTAIN THROUGHOUT THE LENGTH OF CONTRACT. SUB-CONTRACTORS SHALL POSSES VALID LICENSE(S) FOR THE PORTION(S) OF THE WORK THEY ARE PERFORMING.
6.

THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB SITE FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS. CONTRACTOR SHALL POST SIGN AT JOB SITE BEARING OWNER'S NAME AND SITE ADDRESS. PROPERTY CORNERS SHALL BE CLEARLY MARKED.
7.

THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT.
8.

CONTRACTOR SHALL CONFORM TO THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS PERTAINING TO EXCAVATION AND TRENCHING. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.
9.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY PERTAINING TO "CONFINED SPACES". ANY MANHOLE, CULVERT, DROP INLET OR TRENCH (WHICH COULD CONTAIN AIR) THAT IS NOT READILY VENTILATED MAY BE CONSIDERED A "CONFINED SPACE".
10.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AN AIRBORNE DUST NUISANCE FROM THE CONSTRUCTION SITE BY WATERING AND/OR TREATING THE SITE IN SUCH A MANNER TO LIMIT THE EXTENT OF AIRBORNE DUST PARTICLES.
11.

SITE WORK HOURS ARE 8:00 A.M. TO 5:00 P.M. MONDAY THRU FRIDAY. NO SITE WORK SHALL BE PERFORMED ON SATURDAYS, SUNDAYS OR OBSERVED NATIONAL HOLIDAYS WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER.
12.

THE WORK SITE SHALL BE CONTINUALLY MAINTAINED AND KEPT FREE OF TRASH AND CLUTTER. SOLID WASTE SHALL BE STORED IN CLOSED CONTAINERS AND TRANSPORTED TO AN APPROVED DUMPSITE ON A REGULAR BASIS.
13.

THESE PLANS SHOW EXISTING FEATURES INCLUDING BUT NOT LIMITED TO TREES, UTILITIES AND STRUCTURES THAT MAY BE AFFECTED BY THE CONSTRUCTION OR PLACEMENT OF THE PROPOSED ENGINEERED IMPROVEMENTS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY NOTIFY THE ENGINEER IF THERE ARE ANY EXISTING FACILITIES, WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, WHICH COULD IN ANY WAY BE IN POTENTIAL CONFLICT WITH THE DESIGN ON THESE PLANS. ALL WORK WITHIN THE VICINITY OF POTENTIAL CONFLICT SHALL CEASE UNTIL AN ADEQUATE AND APPROPRIATE SOLUTION IS DETERMINED BY THE ENGINEER/OWNER'S REPRESENTATIVE AND APPROVED BY THE OWNER.
14.

CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SITE STORM WATER POLLUTION PREVENTION AND IMPLEMENTING NECESSARY BEST MANAGEMENT PRACTICES. EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY. WET SEASON CONTROLS ARE REQUIRED (MINIMUM) BETWEEN OCTOBER 15 AND APRIL 15.
15.

THE CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND PROCEDURES OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR MUNICIPAL, CONSTRUCTION AND INDUSTRIAL ACTIVITIES AS PROMULGATED BY THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD OR ANY OF ITS' REGIONAL WATER QUALITY CONTROL BOARDS. REFER TO THE FOLLOWING GENERAL PERMITS

a.

WQO 2009-0009-DWQ, GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES, WITH AMENDMENTS

b.

WQO 2013-0001-DWQ, GENERAL PERMIT FOR STORM WATER DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4S)

c.

WQO 2014-0194-DWQ, NPDES PERMIT FOR DRINKING WATER DISCHARGES TO WATERS OF THE UNITED STATES.
17.

UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL CERTIFY THAT ALL WORK WAS PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL SUBMIT TWO SETS OF 'RED-LINE" AS-BUILT PLANS SHOWING ALL CHANGES TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS.
18.

THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO KEEP PUBLIC STREETS FREE FROM DIRT AND DEBRIS. SHOULD ANY DIRT OR DEBRIS BE DEPOSITED IN PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL REMOVE IT IMMEDIATELY.
19.

CONTRACTOR SHALL REPLACE, AT HIS EXPENSE, ALL TREES, SHRUBS, LAWNS, FENCES, IRRIGATION SYSTEMS AND IMPROVEMENTS WHICH ARE TO REMAIN INTACT BUT ARE REMOVED OR DAMAGED DURING CONSTRUCTION. CONTRACTOR SHALL NOT REMOVE OR DAMAGE IMPROVEMENTS LOCATED WITHIN THE PROPERTY WITHOUT WRITTEN PERMISSION FROM THE OWNER.
20.

PROTECT EXISTING PAVEMENTS FROM DAMAGE DUE TO OVER-WEIGHT VEHICLES OR POINT LOADS. REPAIR RUTTED OR DAMAGED PAVEMENTS PER THE CITY OF SEASIDE ENCROACHMENT PERMIT STANDARDS.
21.

LIMITED ON-SITE SPACE IS AVAILABLE FOR CONTRACTOR'S LAY-DOWN AND STORAGE. COORDINATE WITH THE OWNER FOR LIMITS OF TEMPORARY CONSTRUCTION STORAGE AREAS .
22.

ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE FOLLOWING LIST OF STANDARDS ARE/OR SPECIFICATIONS ARE INCORPORATED INTO THESE PLANS BY REFERENCE. DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS SHALL COMPLY WITH ALL APPLICABLE STANDARDS INCLUDING:

- a.

CALIFORNIA WATER WORKS STANDARDS (CALIFORNIA CODE OF REGULATIONS, TITLES 17 AND 22)
- b.

AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS
- c.

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT STANDARDS (CAL OSHA)
33.

IMPROVEMENTS ARE SUBJECT TO INSPECTION AND APPROVAL BY OWNER'S THIRD-PARTY INSPECTOR AND THE ENGINEER. NOTIFY THE OWNER AT LEAST 48-HOURS PRIOR TO THE START OF WORK TO ARRANGE FOR INSPECTION.

EXISTING FACILITIES:

1.

EXISTING TANKS ARE 500,000 GALLON CAPACITY , WELDED CARBON STEEL. NOMINAL DIMENSIONS ARE HEIGHT = 39 FEET, DIAMETER = 48 FEET.
2.

EXISTING EXTERIOR COATING SYSTEM IS TNAMEC DRY FALL ACRYLIC.
3.

EXISTING INTERIOR COATING SYSTEM IS ZINC PRIMER / EPOXY FINISH.
4.

SITE ACCESS IS FROM SKYVIEW DRIVE. COORDINATE GATE ACCESS WITH OWNER.

MODIFICATIONS:

1.

ADJUST TANK OVERFLOW SETTING TO INCREASE FREEBOARD. SHORTEN OVERFLOW PIPE AND REATTACH INLET FLARE. INSPECT REMAINING PIPE FOR LEAKS. PATCH AND RECOAT AS NEEDED.

TANK APPURTENANCES:

1.

PROVIDE THE FOLLOWING REPLACEMENT APPURTENANCES FOR EACH TANK, AS INDICATED ON THE DRAWINGS. FIELD VERIFY ALL DIMENSIONS. PROVIDE MATERIAL SUBMITTALS FOR APPROVAL PER SPECIFICATION SECTION 013000 PRIOR TO PURCHASING.
2.

EXTERIOR LADDER, ONE PER TANK

2.1.

WELDED AND GALVANIZED STEEL FIXED LADDER WITH INTERMEDIATE PLATFORM AND BACKGUARD CAGE, CONFORMING TO OSHA SECTION 1917.118.

2.2.

PROVIDE SAFE-T-CLIMB FALL RESTRAINT SYSTEM

2.3.

LADDER SHALL HAVE LOCKABLE CLOSER AT THE BOTTOM OF THE CAGE AND ACROSS THE UNCAGED PORTION OF THE LADDER.
3.

ROOF HATCH, ONE PER TANK

3.1.

CURBED, UPWARD-OPENING MANWAY HATCH, NOMINAL 42-INCHES BY 43-INCHES. FIELD VERIFY AND MATCH DIMENSIONS OF EXISTING HATCH.

3.2.

CURB SHELL SHALL EXTEND AT LEAST 4-INCHES ABOVE THE TANK.

3.3.

HATCH COVER SHALL BE HINGED WITH SPRING OR PISTON OPENING ASSIST AND HOLD-OPEN SUPPORT. HATCH COVER LIP SHALL OVERLAP CURB BY 2-INCHES. HATCH SHALL BE LOCKABLE (INTEGRAL HASP OR KEYED LOCK).

3.4.

PROVIDE NSF 61 COMPLIANT GASKET WHERE HATCH COVER CONTACTS THE HATCH GASKET.
4.

LIQUID LEVEL INDICATOR (SIGHT GAUGE), ONE PER TANK

4.1.

FLOAT-OPERATED LIQUID LEVEL INDICTOR, CONSISTING OF INDICATOR BOARD, INDICATOR ASSEMBLY, SHEAVE ASSEMBLY, FLOAT, FLOAT CABLE, GUIDE CABLES AND REQUIRED MOUNTING HARDWARE.

4.2.

ALL WETTED ARTS SHALL BE TYPE 316 STAINLESS STEEL.

4.3.

INDICATOR BOARD SHALL BE MARKED IN U.S. FEET.

4.4.

MANUFACTURERS:

4.4.1.

PROTECTOSEAL SERIES No. 41000

4.4.2.

VAREC MODEL 6700

4.4.3.

OR EQUAL AS APPROVED IN WRITING
5.

VENT SCREEN, ONE PER TANK

5.1.

TYPE 316 STAINLESS STEEL MESH, OPENING SIZE #24, SIZE TO REPLACE EXISTING SCREEN.

5.2.

NOMINAL VENT DIAMETER = 30-INCHES, HEIGHT = 12-INCHES. FIELD VERIFY BEFORE PURCHASING MATERIALS.

5.3.

ALL MOUNTING HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.
6.

ROOF SAFETY RAILING, ONE PER TANK

6.1.

WELDED AND GALVANIZED STEEL PIPE RAILING WITH TWO RAILS AND FLAT TOE-BOARD, 42-INCHES IN HEIGHT, LENGTH AND SUPPORT SPACING AS SHOWN ON THE DRAWINGS.
7.

MANWAY GASKETS, TWO PER TANK

7.1.

ELASTOMERIC GASKET DESIGNED FOR POTABLE WATER TANK MANWAYS, MEETING THE REQUIREMENTS OF AWWA D100 AND NSF 61.

7.2.

NOMINAL MANWAY DIAMETER 24-INCHES. FIELD VERIFY BEFORE PURCHASING.

SPECIAL INSPECTIONS:

CODE SECTION	INSPECTION	FREQUENCY
1705.2.1, STEEL	1. Material verification of high-strength bolts, nuts, and washers.	Periodic
	a. Identification markings to conform to ASTM stds specified in the approved construction documents.	
	b. Manufacturer’s certificate of compliance required.	
1705.2.1, STEEL	2. Inspection of high-strength bolting:	
	a. Bearing-type connections.	a. Periodic
	b. Slip-critical connections	b. Continuous
1705.2.1, STEEL	3. Material verification of structural steel:	One time
	a. Identification markings to conform to ASTM stds specified in the approved construction documents.	
	b. Manufacturer’s mill test reports	
1705.2.1, STEEL	4. Material verification of weld filler materials:	One time
	a. Identification markings to conform to AWS designation listed in the WPS.	
	b. Manufacturer’s certificate of compliance required.	
1705.2.1, STEEL	5. Inspection of welding for Structural steel	
	a. Complete and partial penetration groove welds.	a. Continuous
	b. Multi-pass fillet welds.	b. Continuous
	c. Single-pass fillet welds > 5/16”	c. Continuous
	d. Single-pass fillet welds under 5/16”	d. Periodic
	e. Floor and roof deck welds.	e. Periodic
1705.2.1, STEEL	6. Inspection of steel frame joint details for compliance with approved construction documents:	Continuous
	a. Details such as bracing and stiffening.	
	b. Member locations.	
	c. Application of joint details at each connection.	
1705.2 WELDING	1. Welded studs when used for structural diaphragms.	1. Periodic
	2. Welding of cold-formed sheet steel framing members.	2. Periodic
	3. Welding of stairs and railing systems.	3. Periodic
1705.12.1	Special inspection for welding in accordance with AISC 341.	Continuous
1705.12.6 MECHANICAL AND ELECTRICAL COMPONENTS	1. Inspect anchorage of electrical equipment for emergency or stand-by power systems.	1. Periodic
	2. Inspect anchorage of non-emergency electrical equipment.	2. Periodic
	3. Inspect installation of vibration isolation systems where required by Section 1707.8.	3. Periodic
1705.12.8	Verify that the equipment label and anchorage or mounting conforms to the certificate of compliance when mechanical and electrical equipment must be seismically qualified.	One time
1705.12.8	Seismic isolation system: Inspection of isolation system per ASCE 7 – Section 17.2.4.8	Periodic

NO	REVISIONS	DATE	APPR
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CITY OF SEASIDE
440 HARCOURT AVENUE
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CONSULTING CIVIL ENGINEERS
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Salinas, CA 93907-2348
(831) 883-4848

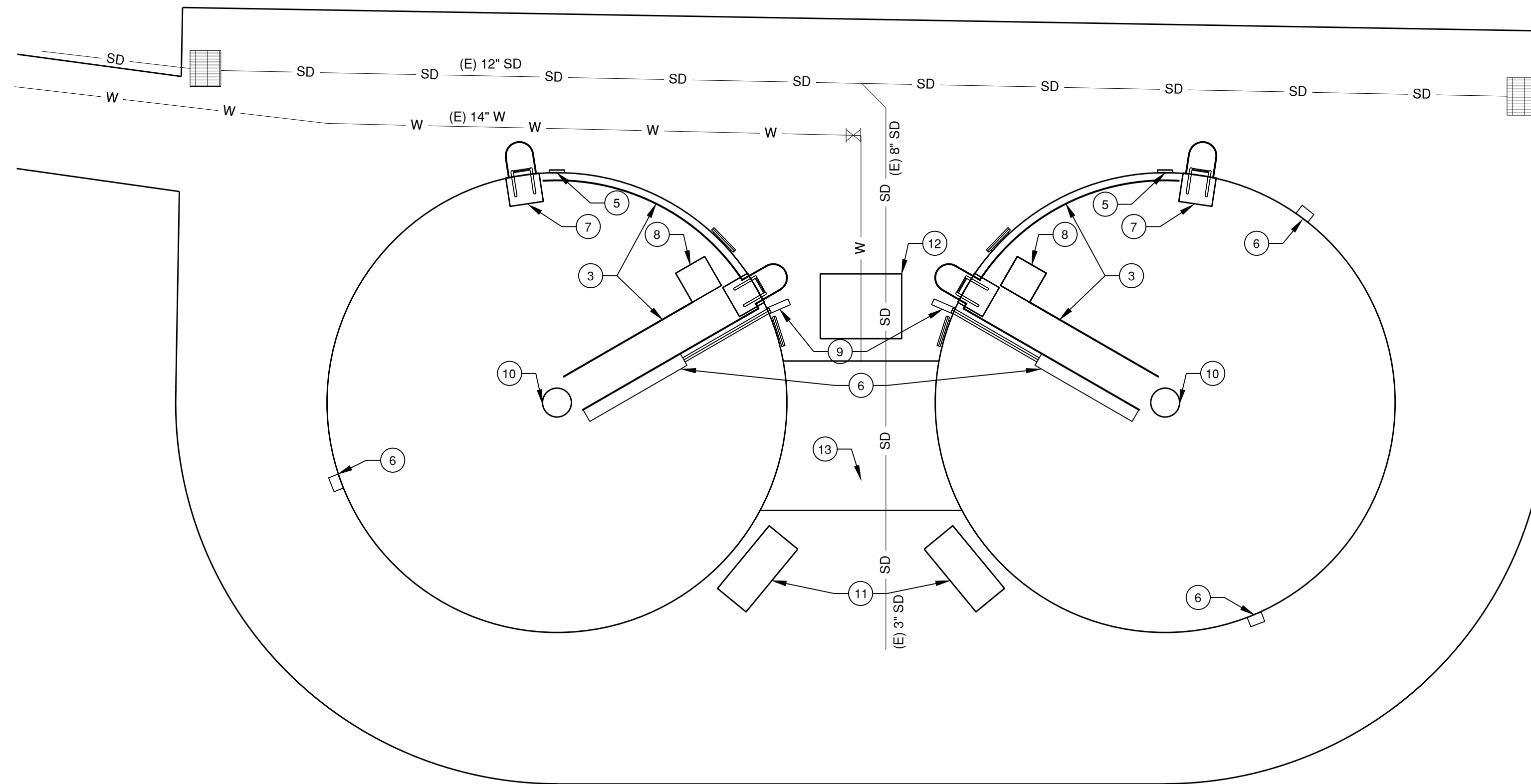


MUNICIPAL WATER TANKS REHABILITATION

GENERAL NOTES

DATE:	06/16/2020
SCALE:	AS SHOWN
DESIGN:	CJM
DRAWN:	CJM
CHECKED:	AAS

SHEET
G1.1



(E) TANK PLAN

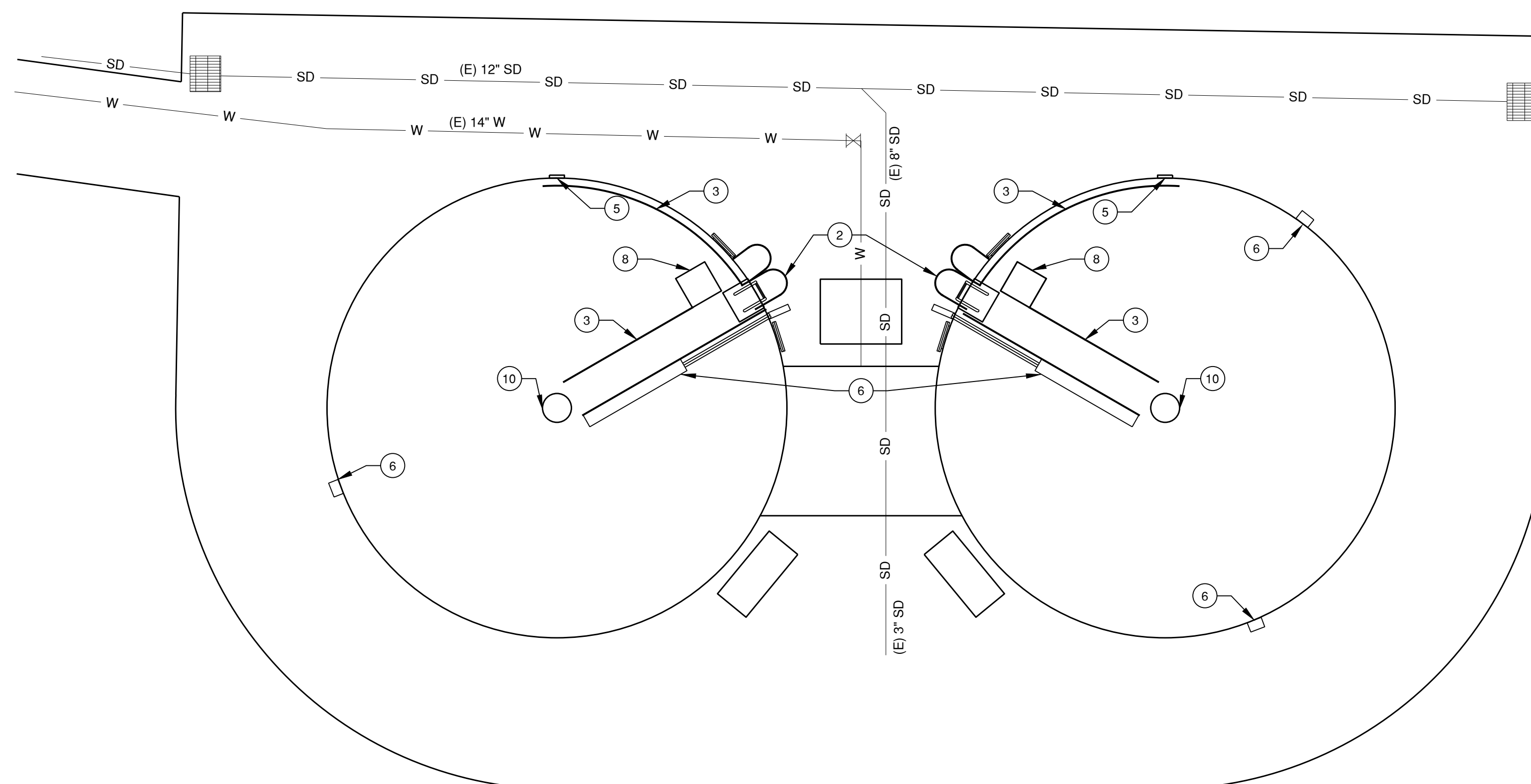
1"=10'

1

-

CALLOUT NOTES:

1. (N) LADDER LANDING
2. (N) LADDER W/ SAFETY CAGE SEE DETAIL 6 & 7/C1.1
3. (N) GUARDRAIL. 80 TOTAL LF. SEE DETAIL 4/C1.1
4. LADDER SECURITY DOOR
5. REPLACE SIGHT GAUGE
6. (E) ANTENNAE CONDUITS & BRACKETS
7. REMOVE (E) LANDING & LADDER
8. REPLACE ACCESS HATCH. SEE DETAIL 2/C1.1
9. (E) TANK DRAIN
10. REPLACE VENT SCREEN
11. (E) ELECTRICAL PANELS
12. (E) ELECTRICAL ENCLOSURE
13. (E) PUMP BUILDING



(P) TANK PLAN

1"=10'

2

-



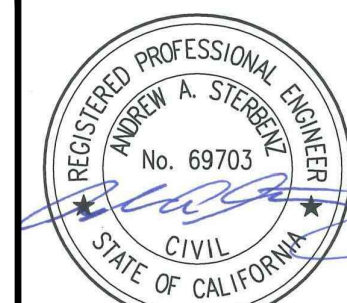
SCALE: 1 INCH = 10 FEET

NO	REVISIONS	DATE	APPR
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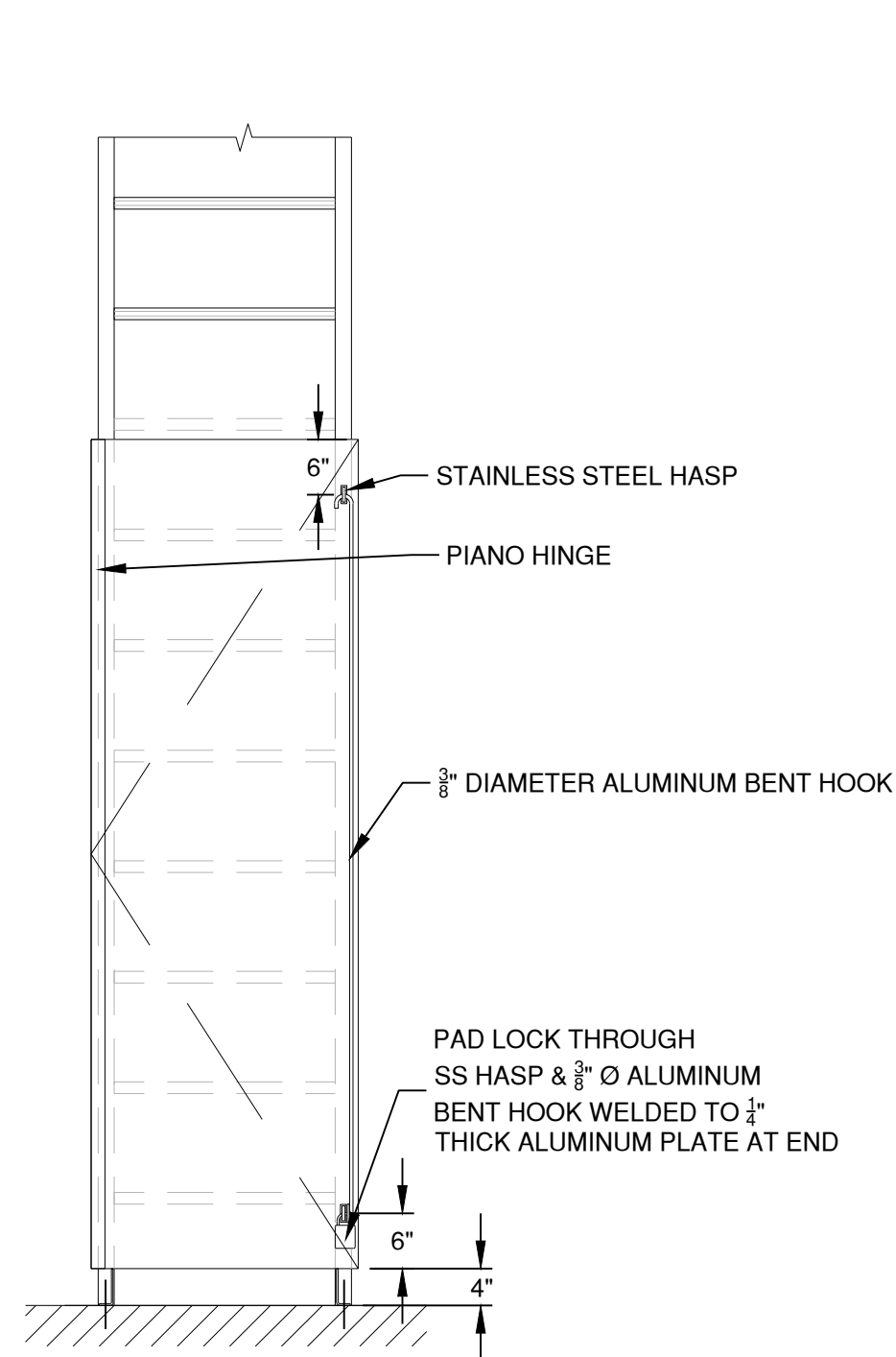


MUNICIPAL WATER TANKS REHABILITATION

TANK DRAWINGS

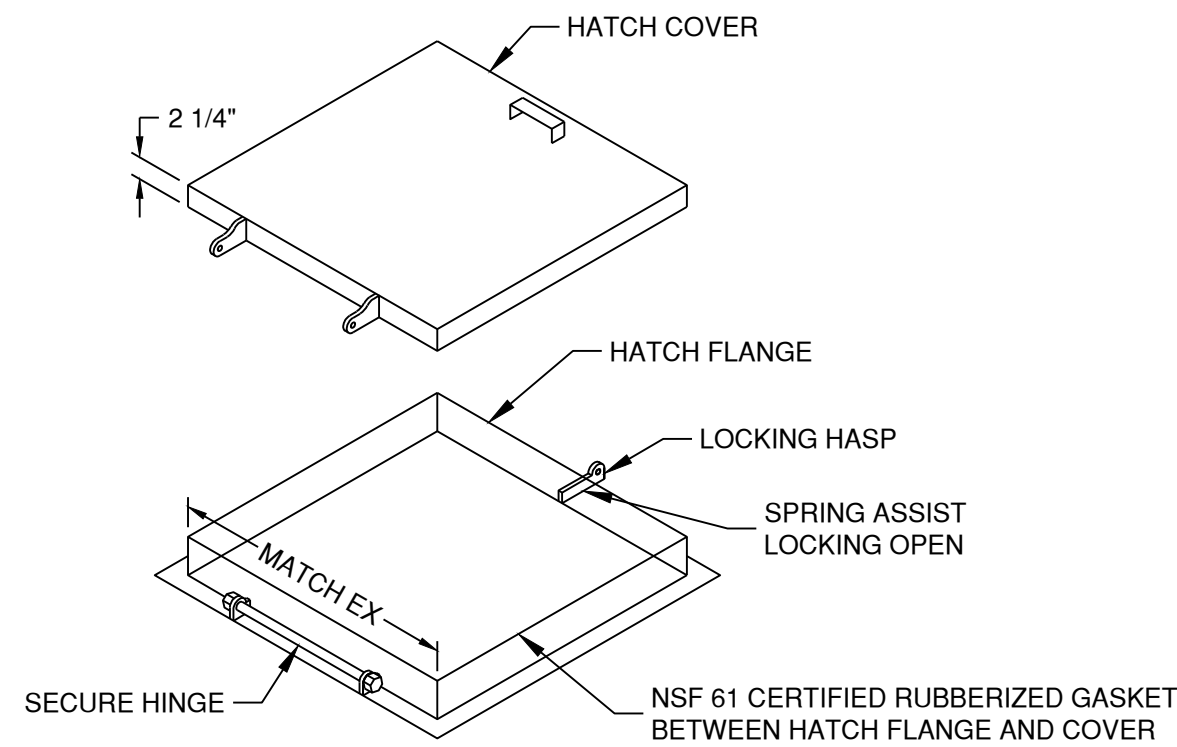
DATE:	06/16/2020
SCALE:	AS SHOWN
DESIGN:	CJM
DRAWN:	CJM
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SHEET
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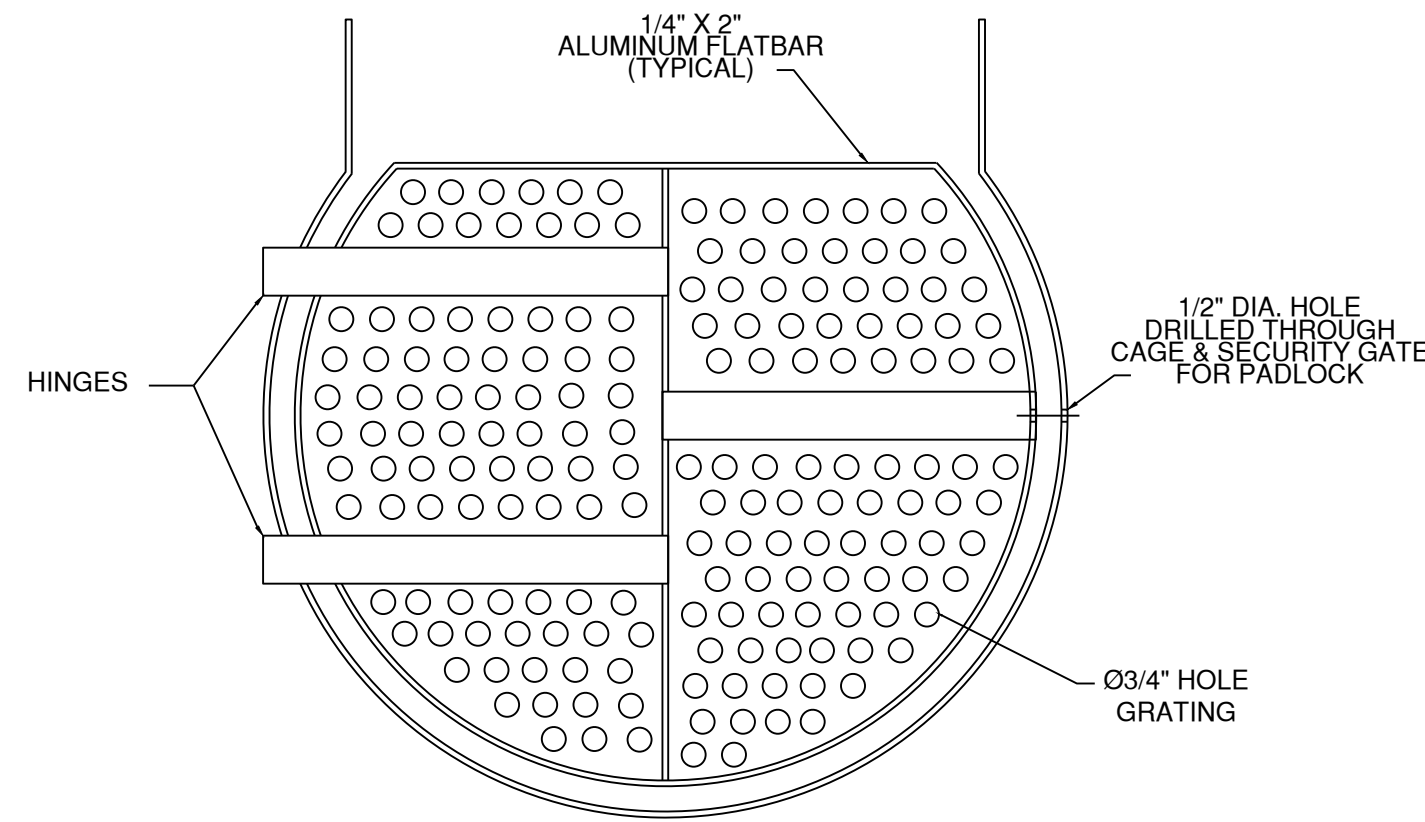
SECURITY DOOR
NTS

1
-



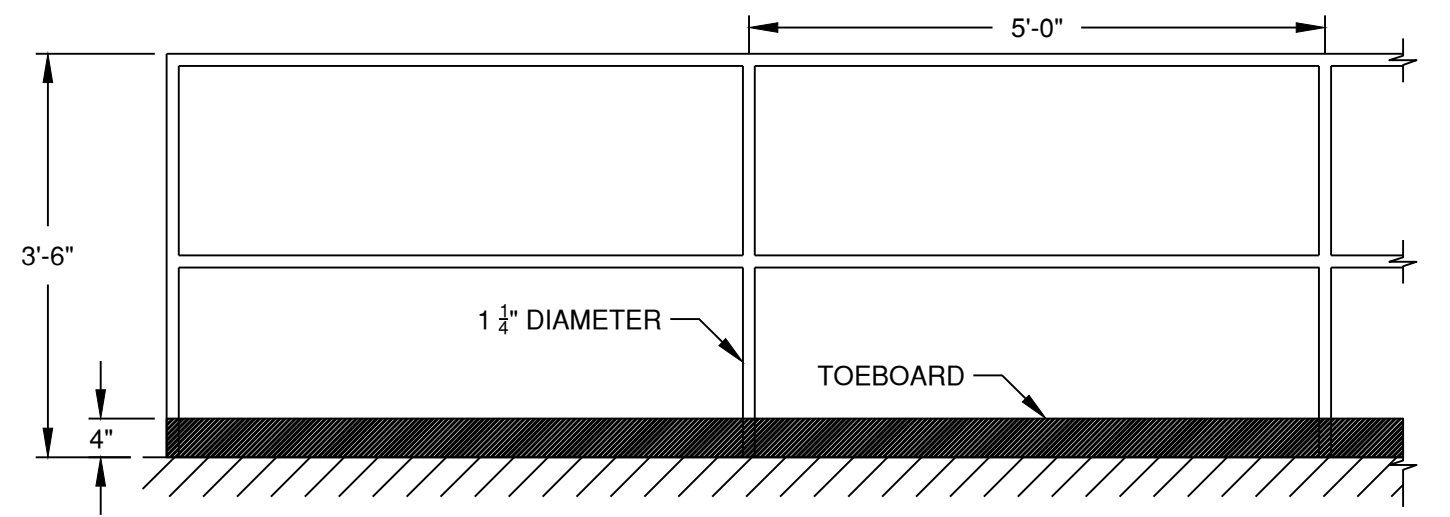
ACCESS HATCH
NTS

2
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SECURITY GATE
NTS

3
-

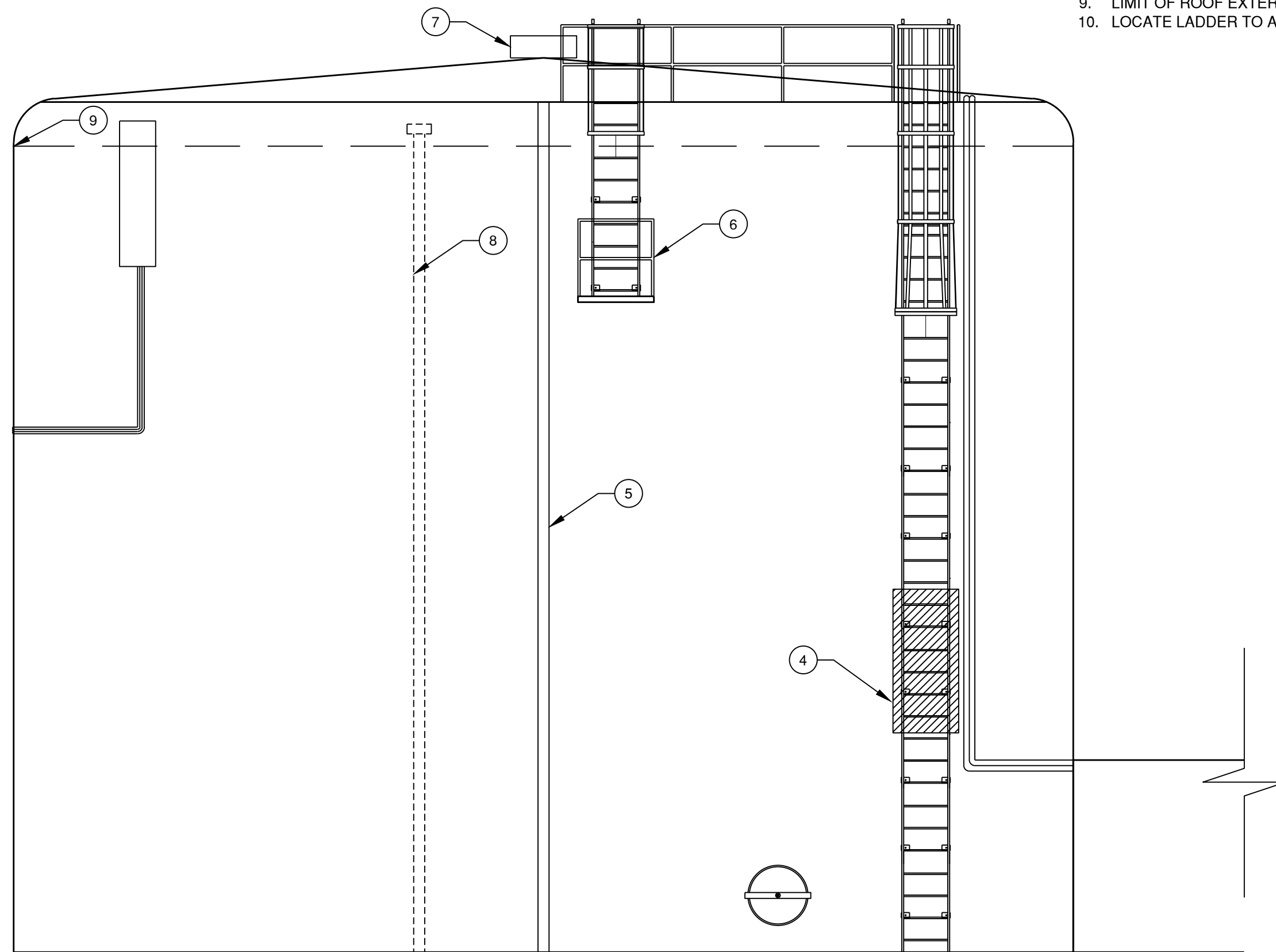


GUARDRAIL
NTS

4
-

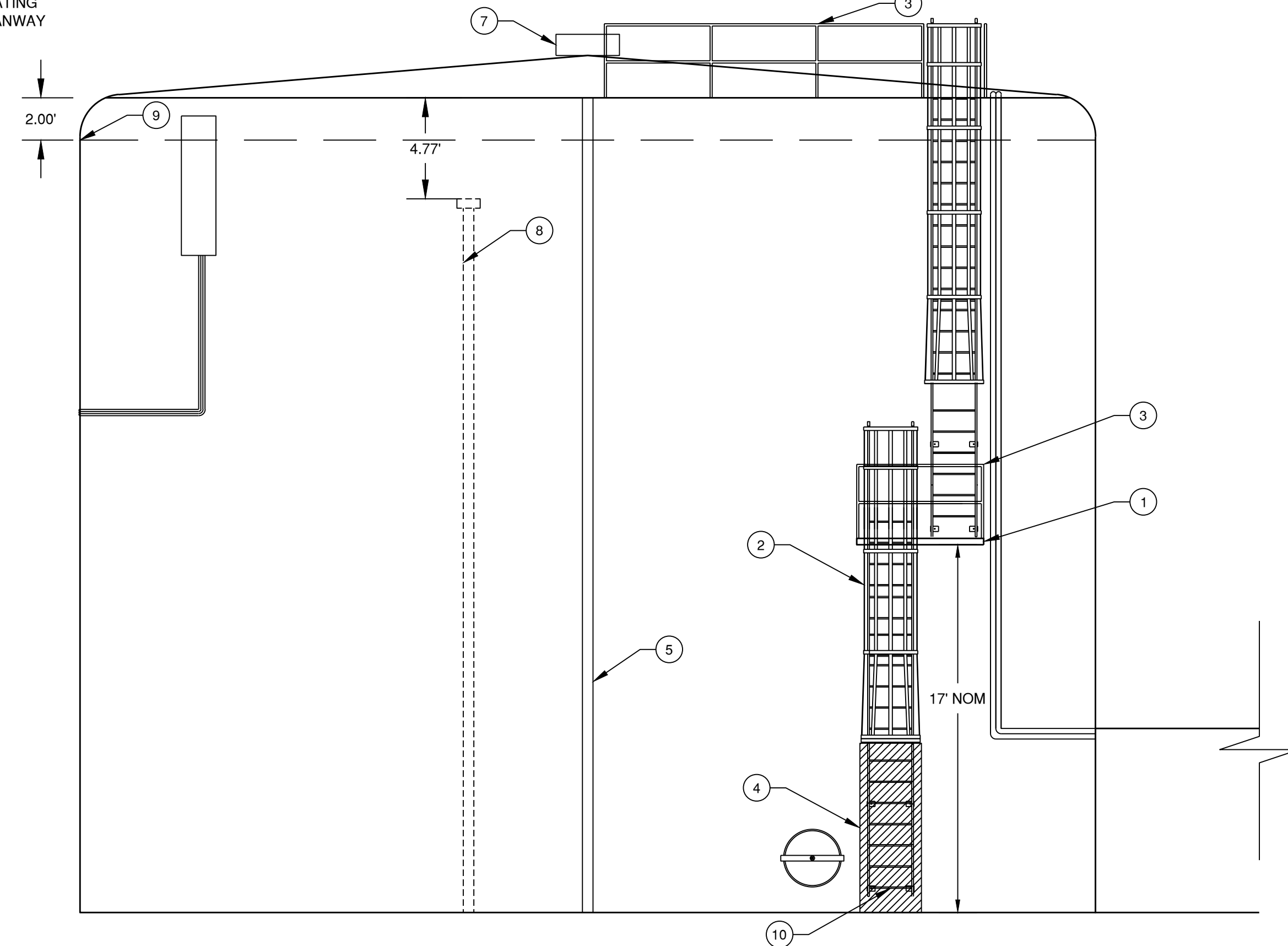
CALLOUT NOTES:

- (N) LADDER LANDING
- (N) LADDER W/ SAFETY CAGE SEE DETAIL 7/C1.1
- (N) GUARDRAIL SEE DETAIL 4/C1.1
- REPLACE LADDER SECURITY DOOR. SEE DETAIL 1/C1.1
- (N) SIGHT GAUGE
- REMOVE (E) LANDING & LADDER
- REPLACE VENT SCREEN
- LOWER OVERFLOW TO ALLOW FREEBOARD OF 4.77 FT
- LIMIT OF ROOF EXTERIOR COATING
- LOCATE LADDER TO AVOID MANWAY



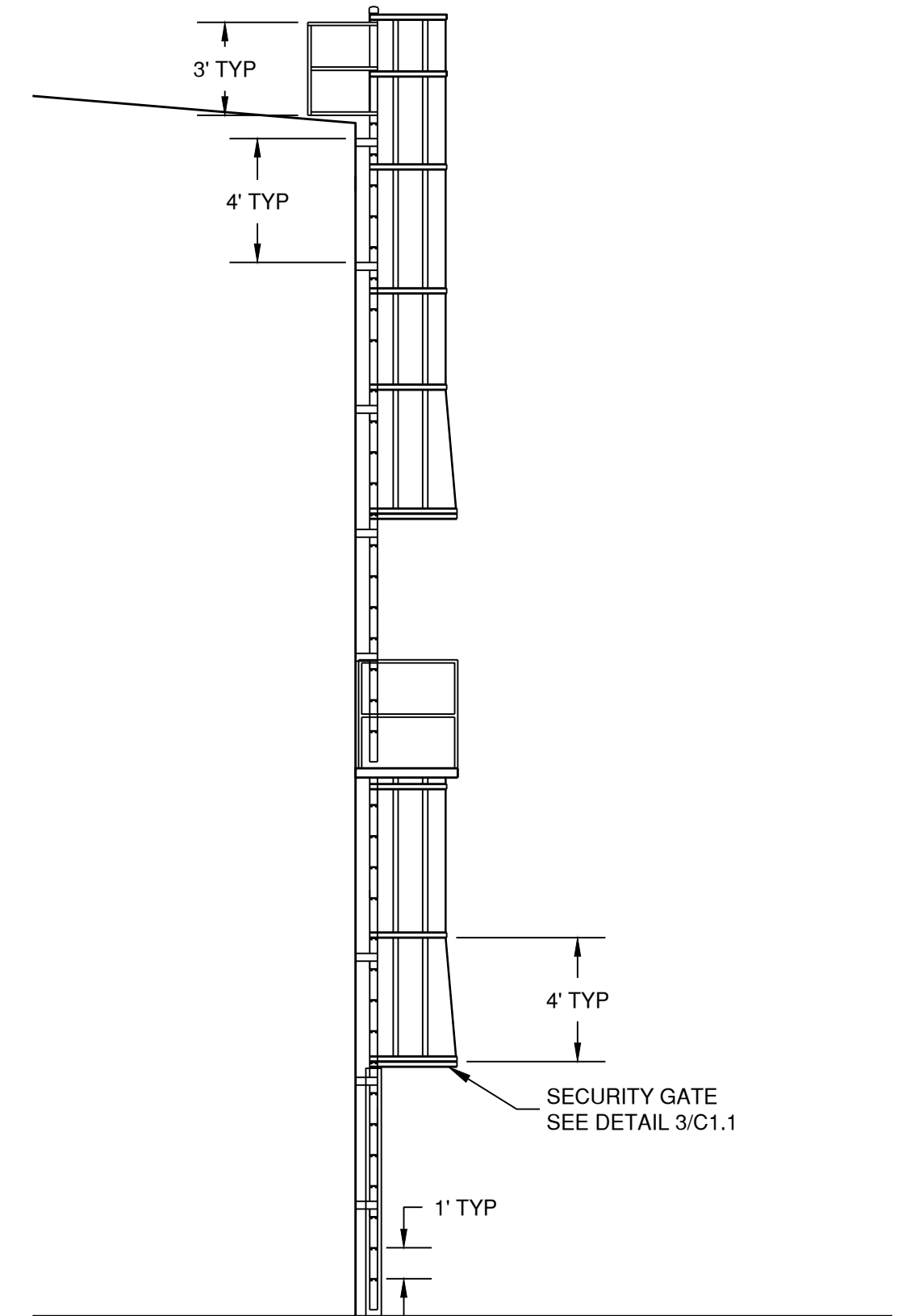
(E) TANK SECTION
1"=5'

5
-



(P) TANK SECTION
1"=5'

6
-



TYPICAL LADDER SECTION
1"=5'

7
-

NOTE:
LADDER TO TANK BRACKETS NUMBER AND SPACING PER LADDER MANUFACTURER

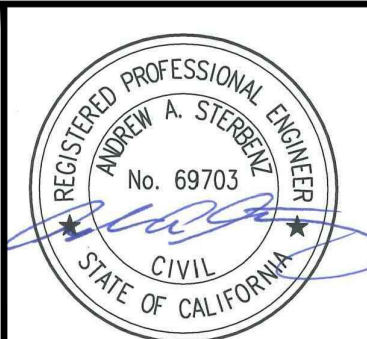
SCALE: 1 INCH = 5 FEET

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MUNICIPAL WATER TANKS REHABILITATION

DETAILS

DATE: 06/16/2020
SCALE: AS SHOWN
DESIGN: CJM
DRAWN: CJM
CHECKED: AAS

SHEET
C1.1

DOCUMENT 00 0101

PROJECT MANUAL

for

Municipal Water Tanks Rehabilitation

located at

The Seaside Municipal Water Tank Site on Skyview Drive in Seaside, CA

**CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS**



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

A blue ink signature of Scott Ottmar, written in a cursive style.

Approved by: Scott Ottmar, P.E.
Interim City Engineer

A blue ink signature of Misty Bradshaw, written in a cursive style.

Recommended by: Misty Bradshaw, P.E.
Associate Engineer

Advertisement Date: Wednesday, July 8, 2020

Bid Date: Wednesday, August 12, 2020

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	00 2113	Instructions to Bidders
	00 3132	Geotechnical Data and Existing Conditions

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	00 4313	Bond Accompanying Bid
	00 4314	Bidder Registration Form
	00 4330	Subcontractors List
	00 4513	Statement of Qualifications
	00 4519	Non-Collusion Affidavit
	00 4546	Bidder Certifications

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	00 5200	Agreement
	00 5500	Notice to Proceed
	00 6113.13	Construction Performance Bond
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	00 7319	Supplementary Conditions – Hazardous Materials
	00 9113	Addenda

Division	Section	Title
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01 1100	Summary
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APPENDICES

1. Inspection Report for the City of Seaside, 500KG Steel On-Grade North Tank, prepared by Inland Potable Services, Inc., June 21, 2014
2. Inspection Report for the City of Seaside, 500KG Steel On-Grade South Tank, prepared by Inland Potable Services, Inc., June 21, 2014.
3. Tank Coating Condition Report, Seaside, CA, 500,000 Gallons Steel Tanks, prepared by DB Gaya Consulting, February 13, 2018.
4. Letter Report: Limited Lead Pain Sampling of the Hatch and Interior of the Mescal Water Tanks North of Skyview Drive in Seaside, California, prepared by M3 Environmental Consulting LLC, January 25, 2019.
5. Test Report: Lead in Paint Chips by Flame AAS, prepared by EMSL Analytical Inc., August 10, 2018.

END OF DOCUMENT

DOCUMENT 00 0115

LIST OF DRAWINGS

DRAWINGS: City of Seaside Municipal Water Tanks Rehabilitation, November 4, 2019

<u>Sheet Number</u>	<u>Description</u>
G1.0	Title and Location
G1.1	General Notes
C1.0	Tank Drawings
C1.1	Details

END OF DOCUMENT

DOCUMENT 00 1113

NOTICE INVITING BIDS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at The Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, until **2:00pm on Wednesday, August 12, 2020** for the following public work:

**CITY OF SEASIDE
Municipal Water Tanks Rehabilitation**

located at

The Seaside Municipal Tank Site on Skyview Drive in Seaside, CA

- 1.02 Project Description:** This project includes the work to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, skills, and all other items and facilities necessary for the construction completion of the Municipal Water Tanks Rehabilitation. The Work generally consists of exterior recoating of two 500,000 gallon steel water tanks exterior roof and knuckle; replacing the tank ladders, railings, roof hatches, level gauges and vent screens; adjusting the height of the tank overflow inlet; spot repainting of the tank interior coating; and disinfecting and testing of the water tanks.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at www.ci.seaside.ca.us or can be purchased from the City of Seaside Public Works Office: 440 Harcourt Avenue, Seaside, CA 93955; by telephone – (831) 899-6835. There is a non-refundable fee of \$50.00 charged for the plans and specifications and an additional mailing fee, if applicable, as charged by the third party courier, to be paid in advance of mailing.
- 1.04 Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit at the Office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave., Seaside, California 93955, no later than the time and date set forth in Paragraph 1.01 above.
- 1.05 Mandatory Pre-Bid Site Conference:** Owner will provide opportunities for Pre-Bid Site Conference on Thursday July 30, 2020 at 2:00pm at the Seaside Municipal Water Tank Site.
- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California "Class A – General Engineering" or "Class C-33 Painting and Decorating Contractor" license is required of the prime contractor to bid this contract. Coating work must be performed under Class C-33 licensure. All other retrofit work shall be performed under Class A licensure.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon:

Base contract bid only

- 2.03 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at [\[http://www.dir.ca.gov/OPRL/PWD/index.htm\]](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.
- 2.04 Contractor Registration Requirements:** No contractor or subcontractor may be listed on a bid proposal for a public works project or may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 2.05 Notice of Compliance Monitoring:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF DOCUMENT

DOCUMENT 00 2113**INSTRUCTIONS TO BIDDERS**

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1113 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS**1.01 Pre-Bid Conference and Site Visit**

- A. Owner will conduct mandatory Conference and Pre-Bid Site Visits at the dates, times and location indicated in Document 00 1113 (Notice Inviting Bids), to consider such matters as Bidders may request.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

1.02 Required Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.
- B. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

1.03 Registration

- A. Each bidder and any subcontractor listed in a bid proposal pursuant to California Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with California Labor Code section 1725.5, except in limited circumstances as referenced in California Labor Code section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1.04 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing no later than the 10th day preceding the date set for the receipt of bids. No addenda will be issued to Bidders after the 5th day preceding the date set for the receipt of Bids. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda and posted to the City's website. It is the Contractors responsibility to check the City's website for Addendums. Owner may not answer questions received less than ten Days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.05 Addenda

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS:**2.01 Date and Time**

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1113 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.

2.02 Bid Submission:

- A. All bids shall be submitted on the prescribed bid forms.
- B. Bidders must submit their Bid in a sealed envelope.
- C. Bidders shall label their Bid envelope by **"Bid for Construction – Municipal Water Tanks Rehabilitation Project <<Bidder Name>>"**.

2.03 Required Contents of Bid Submittals

- A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4313 (Bond Accompanying Bid). Each Bid must be accompanied by the prescribed bid security in an amount equal to 10 percent of the total amount of the Bid, including the aggregate of all separate bid items and schedules covered by the Bid.
- C. Document 00 4314 (Bidder Registration and Experience Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.
- D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names and license numbers, of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered. The bidder shall install with his/her own work forces work amounting to not less than thirty percent (30%) of the total amount bid for this project and must submit a listing when requested of the actual subcontract amount to confirm compliance prior to award of the Bids.
- E. Document 00 4513 (Statement of Qualifications for Construction Work). Bidder must submit Document 00 4513 (Statement of Qualifications for Construction Work) in accordance with the provisions of Document 00 4513.
- F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

ARTICLE 3 - BID OPENING AND EVALUATION**3.01 Determination of Apparent Low Bidder**

- A. Owner will open each Bidders' Envelope at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
- B. Apparent Low Bid will be determined solely on the total amount of all Bid items based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- C. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner at its sole discretion to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

- A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
- B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.
- C. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:**4.01 Submission of Written Bid Protest**

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to City Clerk's Office, 440 Harcourt Avenue Seaside, CA 93955, before **3:30 P.M.** of the fifth Business Day following opening of the Bidders' envelopes.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other party will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT**5.01 Notice of Award and Submittal of Executed Contract Documents**

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 20th Calendar Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

- A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit two originals, each bearing an original signature and initials on each page.
- B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit one original.
- C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit one original.
- D. Document 00 6536 (Guaranty), fully executed by successful Bidder.
- E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.

5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within ninety(90) days after the opening of the Bid Proposals.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS**6.01 Modification of Commencement of Work:**

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Bonds:

- A. The successful Bidder shall furnish to the Owner a Performance Bond ensuring the performance of the Work in accordance with the Contract Documents and a Payment Bond ensuring the payment of all obligations arising from the Work. Sureties and Bonds shall comply with the requirements in the General Conditions and Supplementary Conditions. Bonds shall be delivered to the Owner at the time and place the Contract Agreement is executed unless otherwise provided in the Contract Documents or otherwise approved in writing by the Owner. Bonds shall conform exactly to the forms included in Section 00 6113.13 and 00 6113.16 of the Contract Documents.
- B. Failure to execute the bonds within the time specified shall allow the Owner to consider that the Bidder has abandoned the Contract, in which case the check or bidder's bond accompanying the bid shall be the property of the Owner.
- C. The Performance and Payment Bond(s) may be either a single bond or a separate Performance Bond and a Separate Payment (labor and materials) Bond. If a single bond is used, it must be in the amount of two hundred percent (200%) of the Total Bid, and if separate Bonds are used, each must be for one hundred percent (100%) of the Total Bid. The Bond covering payment must comply with Section 3248 of the California Civil Code.
- D. All bonds and endorsements thereto to be submitted pursuant to the terms of the Contract Documents must be written and issued by a company having a minimum of an "A" rating and of adequate financial category as rated by the current edition of Best's Key Rating Guide as published by A. M. Best Company, Oldwick, New Jersey 08858..

6.04 Wage Rates:

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, and are pursuant to Section 1773 of the Labor Code and can be found at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

6.05 Notice of Compliance Monitoring:

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6.06 Withdrawal of Bids:

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with Owner at **440 Harcourt Ave. Seaside, CA 93955**. Bidder or its duly authorized representative shall execute request to withdraw Bid.

6.07 Ineligible Contractors and Subcontractors:

- A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.08 Substitutions:

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than 35 Calendar Days after Notice of Award. As a limitation on Bidder's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items are described in the Bidding Documents as "No substitutions allowed".

6.09 Definitions:

- A. All abbreviations and definitions of terms used in this Document 00 2113 are set forth in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00 3132

GEOTECHNICAL DATA AND EXISTING CONDITIONS

ARTICLE 1 - REPORTS AND INFORMATION ON EXISTING CONDITIONS

1.01 Inspection of Reports:

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities (collectively, "Existing Conditions Data".)
- B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed below and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
 - 1. None
- C. Existing Conditions Data is for information only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 - USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

- A. Owner makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding existing conditions.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by Owner.

2.02 Underground Facilities:

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others).
- B. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 7200 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information. Owner's limited responsibility is defined as
- C. Owner is not responsible only for information regarding Underground Facilities owned by others.

2.03 Hazardous Materials Surveys:

- A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. Owner does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.
- B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

2.04 Geotechnical Data:

- A. Bidder may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.
- B. The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term “technical data” shall not include the location of Underground Facilities.
- C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied geotechnical data.
- D. Except as expressly set forth in this Document 00 3132, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data.
- E. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.

ARTICLE 3 - INVESTIGATIONS

3.01 Required Investigations:

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
- B. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner’s review and response.
- C. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

3.02 Access to Site for Investigations:

- A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2113 (Instructions to Bidders) and Document 00 7200 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

DOCUMENT 004113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: City of Seaside **Municipal Water Tanks Rehabilitation** located at Skyview Drive, Seaside, California 93955, APN: 012-673-002 & 012-673-008.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 005200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 001000 (Notice Inviting Bids), and Document 002113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested. **Bidder to assume each lump sum bid item includes work for both tanks.**

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization, bonds, permits and insurance and demobilization on all work, complete at		L.S.		
2	Tank 1 – Preparation and Painting of Tank Exterior Roof, complete at		L.S.		
3	Tank 1 – Replace exterior ladder, railing, roof hatch, vent screen, site gauge and related items, complete at		L.S.		
4	Tank 1 – Preparation and painting of tank exterior appurtenances, complete at		L.S.		
5	Tank 1 – Interior scaffolding, dehumidification, disinfection and testing, complete at		L.S.		
6	Tank 2 – Preparation and Painting of Tank Exterior Roof, complete at		L.S.		
7	Tank 2 – Replace exterior ladder, railing, roof hatch, vent screen, site gauge and related items, complete at		L.S.		
8	Tank 2 – Preparation and painting of tank exterior appurtenances, complete at		L.S.		
9	Tank 2 – Interior scaffolding, dehumidification, disinfection and testing, complete at		L.S.		
10*	Tank Interior Wall Spot Coating – Preparation and application of three part interior coating system, complete at	500	S.F.		
11*	Tank Exterior Wall Spot Coating – Preparation and application of three part interior coating system, complete at	500	S.F.		
12*	Pit Repairs – Corrosion pit repair by welded plate, complete at	35	E.A.		
13*	Seam Repairs – Corrosion seam repair by linear welding, complete at	50	L.F.		
14	Permit and Testing Allowance – Reimbursement for the actual cost of required permits and laboratory testing.		ALW		
TOTAL					
The TOTAL BASE BID AMOUNT described in words is:					
_____ and _____/100 DOLLARS)					

*Item not subject to unit price quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 012000, 1.03.B "Unit Price Items".

5. Subcontractors for work included in all Bid items are listed on Document 004330 (Subcontractors List) submitted herewith.

6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 004113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 002113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 002113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 007200 (General Conditions) and to complete all Work within the time specified in Document 005200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 007200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 005200 (Agreement) shall be as set forth in Document 005200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____ licensed in accordance with
an act for the registration of Contractors, and with license number: _____, with
Expiration: _____.

(Place of Incorporation, if Applicable)

(Principal, Name/Title)

(Principal, Name/Title)

(Principal, Name/Title)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

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

(Signature of Bidder)

Name / Title

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, the City of Seaside, as obligee, in the penal sum of (Dollar Amount In Words)

Dollars (\$_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for **Municipal Water Tanks Rehabilitation** located at The Seaside Municipal Water Tank Site on Skyview Drive in Seaside, California, 93955.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required under Document 00 2000 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____.
(Month)

(Corporate Seal)

By _____
Principal

Name /Title

By _____
Surety

Name /Title

(Corporate Seal)

By _____
Attorney in Fact

Name /Title

END OF DOCUMENT

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DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for Owner, Bidder must:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage complying with Document 00 4513 (Statement of Qualifications).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
_____ Non-Profit 501(c)(3) _____ Corporation
_____ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

All-risk Course of Construction (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Professional Liability (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

**Pollution Legal Liability Insurance (if applicable, as required by Document 00 7316
[Supplementary Conditions – Insurance]):**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

**BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING
INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND
REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE
INFORMATION.**

SIGNATURE

DATE

SAFETY EXPERIENCE

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.
[20__] ____ [20__] ____ [20__] ____
2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:
 - a. Number of lost workday cases _____
 - b. Number of medical treatment cases _____
 - c. Number of fatalities _____
3. Employee hours worked last year _____
4. State the name of Bidder's safety engineer/manager: _____

Attach a resume or outline of safety engineer/manager's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature / Name

Its: _____
Title

Date _____

END OF DOCUMENT

DOCUMENT 00 4330

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.	Public Works Contractor Registration NO.	Value of Work (\$)

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

Subcontractors List

00 4330 - 1

City of Seaside
Seaside Water Tanks Rehabilitation

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DOCUMENT 004513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.
- B. The prime contractor must possess either a “Class A – General Engineering” or the licenses described in Document 00 1113. This contractor must have a minimum five (5) years experience as a continuously operating entity engaged in the performance of similar work and successfully completed ten (10) projects over the last 5 years.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed one (1) tank improvement project of a similar nature and complexity, each with a contract dollar amount of at (i) least 75% of the amount of Bidder's Bid or (ii) 125% of such amount in the aggregate, and with a minimum combined amount for all such contracts of \$1 million.

1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel are to be submitted with the Statement of Qualifications (“SOQ”), by providing the information described in this Document 004513.

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

- A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

2.02 Submittals:

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 004513 as Attachment “A”.
- B. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. NOT USED
- D. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon

the Bid prices, will issue the required bonds under the conditions stated.

- E. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- F. NOT USED;
- G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the Work.
- H. NOT USED.

2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

ATTACHMENT "A" – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Address: _____

Department of Industrial Relations (DIR) Registration No.: _____

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes ___ No ___
2. Does Bidder have a minimum of \$2,000,000 liability insurance coverage? Yes ___ No ___
3. Has Bidder's License been revoked at any time in the last five years? Yes ___ No ___
4. Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes ___ No ___
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes ___ No ___

Bidder may be disqualified if any answer to questions 1, or 2 is No.

Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**SAFETY**

1. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Owner cited Bidder in the past five years?
Yes ___ No ___ If yes, attach description of each citation.
2. How often does Bidder require documented safety meetings be held for:

Field Supervisor	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
Employees	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
New Hires	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____
Subcontractors	Weekly _____	Bi-Weekly _____	Monthly _____	Less Than Monthly _____

3. How often does Bidder conduct documented safety inspections?
Quarterly _____ Semi-annually _____ Annually _____ Other _____
4. Does Bidder have home office safety representatives who visit/audit the job site?
Quarterly _____ Semi-annually _____ Annually _____ Other _____
5. What is Bidder's Interstate Experience Modification Rate? _____. (A rating in excess of **1** may constitute grounds for disqualification as non-responsible).

PREVAILING WAGE PROVISIONS

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
Yes _____ No _____

LICENSE PROVISIONS

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.
Yes _____ No _____ Reason: _____

DISPUTES

8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 5 years? The Bidder may attach description of each instance including details of total claim amount, settlement amount, and Owner's name and phone number.
Yes _____ No _____

If yes, please describe the circumstances below:

BONDING

9. Bonding Capacity – Provide documentation from Bidder's surety identifying the following:
Name of bonding company/surety: _____
Name of Surety Agent: _____
Surety Agent address: _____
Surety Agent phone number: _____
Is surety a California-admitted surety? Yes _____ No _____
Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____
List surety's A.M. Best Rating: _____

**PART C1: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR
CLASS A LICENSURE**

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

List three projects of similar size and scope to the Work of the Contract, completed in the past five (5) years, and indicate who were the superintendent, project manager and scheduler. NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01C.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01C. If a separate sheet is used, it must contain all of the following information:

1. Project Name: _____
 Location: _____
 Owner: _____
 Owner Contact (name and phone): _____
 Architect/Engineer: _____
 Architect/Engineer Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

 Total Construction Cost: _____
 Total Change Order Amount: _____
 Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.
 Original Scheduled Date of Completion: _____
 Time Extensions Granted (number of Days): _____
 Actual Date of Completion: _____
 Number of Stop Notices filed by Subcontractors or Suppliers: _____
2. Project Name: _____
 Location: _____
 Owner: _____
 Owner Contact (name and phone): _____
 Architect/Engineer: _____
 Architect/Engineer Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

**PART C2: EXPERIENCE OF COATING CONTRACTOR
CLASS C-33 LICENSURES**

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

List three projects of similar size and scope to the Work of the Contract, completed in the past five (5) years, and indicate who were the superintendent, project manager and scheduler. NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01C.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01C. If a separate sheet is used, it must contain all of the following information:

1. Project Name: _____
 Location: _____
 Owner: _____
 Owner Contact (name and phone): _____
 Architect/Engineer: _____
 Architect/Engineer Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

 Total Construction Cost: _____
 Total Change Order Amount: _____
 Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.
 Original Scheduled Date of Completion: _____
 Time Extensions Granted (number of Days): _____
 Actual Date of Completion: _____
 Number of Stop Notices filed by Subcontractors or Suppliers: _____
2. Project Name: _____
 Location: _____
 Owner: _____
 Owner Contact (name and phone): _____
 Architect/Engineer: _____
 Architect/Engineer Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is _____
(Office of Affiant)
of _____, the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that 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, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

(Name of Bidder)

(Signature of Principal)

(Name / Title of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that 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.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects. Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Bidder shall maintain a current DIR registration for the duration of the project.

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

By my signature hereunder, as the Contractor, I certify that I am aware of Section 1771.4 of the California Labor Code and that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: The City of Seaside

Municipal Water Tanks Rehabilitation

located at **Municipal Water Tank Site on Skyview Drive** in Seaside, California, 93955.

The Contract Sum of your contract is _____ Dollars (\$_____).

1. Two (2) copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **5:00 p.m.** of the **20th Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 201__]**.
 - a. Deliver to Owner two fully executed counterparts of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to Owner one originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
 - e. Deliver to Owner one original of Document 00 6536 (Guaranty), executed by you.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with 2 copies of the Project Manual (including Specifications and Drawings) and 2 sets of full-size Drawings.
5. Before you may start any Work at the Site, you must attend a preconstruction conference and receive a written Notice to Proceed from Owner. The preconstruction conference may be arranged

through **Misty Bradshaw (831) 899-6886**. Questions regarding bonds and insurance and all other inquiries regarding the Project should be directed to **Misty Bradshaw**.

6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

OWNER

BY: _____
(Title)

(Print Name)

AUTHORIZED BY CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA RESOLUTION:

NO: _____

ADOPTED: _____, [20__]

[Copy of Resolution Attached]

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of [Month], [202__], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

CONTRACT NUMBER ____ - ____

**Municipal Water Tanks Rehabilitation
located at
Municipal Water Tanks Site on Skyview Drive in Seaside, California, 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT**1.01 Work of the Contract**

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum <<Amount in Word (\$)>> for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK**2.01 Commencement of Work**

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **180 Calendar** Days from the Commencement Date and **30 Calendar** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES**3.01 Owner's Project Manager**

- A. Owner has designated [_____] or other as its Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Architect/Engineer

- A. **Schaaf and Wheeler** furnished the Plans and Technical Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **One Thousand Five Hundred Dollars (\$1,500)** for each calendar Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **One Thousand Five Hundred Dollars (\$1,500)** for each calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7201	Supplementary Conditions
Document 00 7300	Labor Compliance Program [If Required]
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 7349	Labor Stabilization Agreement [If Required]
Document 00 7380	Apprenticeship Programs
Document 00 9113	Addenda
Document 05 5000 through 09 9700	Technical Specifications

- 5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 201__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The City of Seaside, **Municipal Water Tanks Rehabilitation** located at
Municipal Water Tank Site on Skyview Drive in Seaside, California, 93955

CONTRACT NO: <<XX>>

You are notified that the Contract Time under the above Contract will commence to run on _____ [201__]. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [201__] and _____, [201__], respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program/Plan and related information;
2. Water Pollution Control Plan;
3. Hazardous Coating Removal Plan;
4. Spill Prevention Plan;
5. Injury Illness Prevention Plan;
6. Removal/Containment/Ventilation Plan;
7. Testing and Evaluation Programs (Air, Soil, Water Quality; and
8. Sampling, Handling, Testing, and Disposal of Debris.

OWNER

By: _____

Its: _____

END OF DOCUMENT

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DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, City of Seaside (Owner"), a municipality incorporated under the laws of the State of California, has awarded to (Name of Contractor) _____ as Principal, Contract Number _____, dated the ____ day of _____, 20____ (the "Contract"), titled _____ in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

Project Description: This project includes the work to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, skills, and all other items and facilities necessary for the construction completion of the Municipal Water Tanks Rehabilitation. The Work generally consists of exterior recoating of two 500,000 gallon steel water tanks exterior roof and knuckle; replacing the tank ladders, railings, roof hatches, level gauges and vent screens; adjusting the height of the tank overflow inlet; spot repainting of the tank interior coating; and disinfecting and testing of the water tanks.

- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and <<Name of Surety>> _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract,

including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.
- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

Address: _____

END OF DOCUMENT

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, City of Seaside ("Owner") has awarded to <<(Name of Contractor)>> _____ as Principal, Contract Number _____ dated the _____ day of _____, 20____ (the "Contract"), titled _____ in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

Project Description: This project includes the work to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, skills, and all other items and facilities necessary for the construction completion of the Municipal Water Tanks Rehabilitation. The Work generally consists of exterior recoating of two 500,000 gallon steel water tanks exterior roof and knuckle; replacing the tank ladders, railings, roof hatches, level gauges and vent screens; adjusting the height of the tank overflow inlet; spot repainting of the tank interior coating; and disinfecting and testing of the water tanks.

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 201__, by and between the City of Seaside, ("Owner"), whose address is 440 Harcourt Avenue, Seaside CA 93955, (Name of Contractor) _____ ("Contractor"), whose place of business is located at (Contractor's Address) _____, and [] Owner, as escrow agent OR [] (Name of Bank) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number 158.47 entered into between Owner and Contractor for the <<Project Name>> located at <<Project Address>>, SEASIDE, CA, 93955, in the amount of \$____ dated _____, 201__ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the

Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are set forth below. Either Owner or Contractor may change the names of the person they each authorize to give notice under this Escrow Agreement by providing written notice to the other of such change, along with an exemplar of the person's signature.

ON BEHALF OF OWNER:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

ATTEST

Signature

Print Name

City Clerk

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.

END OF DOCUMENT

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: The City of Seaside, Owner

(831) 899-6825

PROJECT:	Contractor:
Owner Project No:	

Substitution Request By:	Firm:
-----------------------------	-------

Transmittal Record	Attn:	Firm:	Date Sent:	Date Rec'd:	Date Due:
Contractor to Owner					
Contractor to Architect					
Owner / Architect to Consultant					
Architect to Owner Representative					
Owner Representative to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	Article	Specified Item
Proposed Substitution:		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

Contractor to complete questions that follow and certifies to the accuracy of all answers:

A.	Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:

H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

Consultant Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late	Owner Representative Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late
Remarks: _____ _____	Remarks: _____ _____
By: _____	By: _____

END OF DOCUMENT

DOCUMENT 00 6530

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [date] day of [Month], [Year], by and between the City of Seaside ("Owner"), and [Name of Contractor] ("Contractor"), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into Contract Number [AGxx.xxx] (the "Contract") for Municipal Water Tanks Rehabilitation Project located at the Municipal Water Tank Site on Skyview Drive in Seaside, CA.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due to Contractor	\$ _____

- 2. Subject to the provisions of this Agreement and Release, Owner with forthwith pay to Contractor the sum of [\$ _____ dollars and _____ Cents (\$ _____)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.
- 4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

[insert information in Chart Below, affix attachments if necessary]

Claim No.	Date Submitted	Description of Claim	Amount of Claim

5. Consistent with California Public Contract Code §710, Contractor hereby agrees that, in consideration of payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner, and of the Owner's representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530.
8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

CONTRACTOR: [CONTRACTOR’S NAME]

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

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DOCUMENT 00 6536

GUARANTY

TO: The City of Seaside ("Owner"), for construction of **Municipal Water Tanks Rehabilitation** located at **the Municipal Water Tank Site on Skyview Drive**, Seaside, California, 93955.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein in addition to submitting to Owner a Surety Bond in a sum equal to one hundred percent of the Contract price, prior to the date of recording the notice of completion.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____, 20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT

DOCUMENT 00 7200

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order Of Precedence Of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - 1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - 2. Agreement Forms (Document 00 5200), and terms and conditions referenced therein;
 - 3. Supplementary General Conditions (Document 00 7201 et seq), if included;
 - 4. General Conditions (Document 00 7200);
 - 5. Division 1 Specifications, if included;
 - 6. Drawings and Technical Specifications (Division 2 and above);
 - 7. Written numbers over figures, unless obviously incorrect;
 - 8. Figured dimensions over scaled dimensions;
 - 9. Large-scale Drawings over small-scale Drawings.
- B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

- A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
- B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by Owner for contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, "Existing Conditions Data"), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all

conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

- D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.
- B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects

- A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.
- B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

ARTICLE 3 - SUBCONTRACTORS**3.01 Subcontractor Listing Law**

- A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
- B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

- A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS**4.01 Intent Of Drawings And Specifications**

- A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking Of Drawings And Specifications

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all

applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation Of Drawings And Specifications

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.
- B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.
- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Business Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

- A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
 - 1. Schedule of Values
 - 2. Progress Schedule, and
 - 3. Schedule of Submittals.

- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.
- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Time

- A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.
- B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

- A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents Or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's And Subcontractors' Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

6.05 Contractor's Use Of The Site

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

6.06 Contractor's Site Office

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
- B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.
- C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation Of The Work

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer's Observation Of Work

- A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- B. Project Manager/Architect may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project

Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

- D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities

- A. Owner, Project Manager, Architect/Engineer and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right Of Access To The Work

- A. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right Of Separate Construction

- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
- B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
- C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The

Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.
- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

8.04 Contractor To Maintain Project Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.
- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls,

noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guarantees: Any guarantee exceeding two years provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:
 - 1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
 - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
 - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 - 4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection Of Work

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to

perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

- B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.
- F. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- G. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.
- H. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be

responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 7200. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

- B. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.04 Acceptance And Correction Of Defective Work By Owner

- A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.
- B. Owner may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Project Manager/Architect's consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12.

9.05 Rights Upon Inspection, Correction Or Acceptance

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents.

Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.
- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

- A. If within two years after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

- A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right To Direct Changed Work.

- A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
- B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation For Changed Work

- A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:
 - 1. The Work performed in connection with the change to be made;
 - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3. The extent of the adjustment in the Contract Time, if any.
- B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").
- C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
- D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures And Pricing Of Changed Work

- A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures).

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

- A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined.

- A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by Owner ("**Changes**");
 2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force majeure events"), provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents ("**Force Majeure**").
- B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.
- C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

- A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
 2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
 2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

- A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and

Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

- B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/Climsum.html>), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.
- C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.
- E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.
- B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

- C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

- A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

12.02 Form And Contents Of Claim

- A. Contractor's written claim must identify itself as a "Claim" under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner's written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission

- A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
- B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.
- C. After their submission, claims less than \$375,000 shall also be subject to the Local Agency Disputes Act.

12.04 Compliance

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition

precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.3 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

- B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.
- C. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations

indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:
 - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)

- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:
 - 1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
 - 2. Contractor did not know of it; and
 - 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:
 - 1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 - 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under

- the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
 - D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
 - 1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 - 2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 - 3. Contractor failed to give the written notice within the required timeframe set forth below.
 - E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.
 - F. In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
 - G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

- A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads,

streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications And Information Distribution

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.
- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.
- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

- A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).
- B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the

construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.

- C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

14.07 Contingent Assignment Of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
 1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
 2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
 5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies And Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.
- C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

- A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

14.10 Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or

equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnitees include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution For Patented And Specified Articles

- A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2113 (Instructions to Bidders). A substitution will be approved only if it is a true "or equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest Of Public Officers

- A. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit Of Liability

- A. Owner, and each of its officers, board members, employees, consultants and agents including, but not limited to, project manager and each other owner representative, shall have no liability to contractor for special, consequential, or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and

machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons

or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

- A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05 Use Of Roadways And Walkways

- A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06 Nondiscrimination

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every contractor for public works violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.07 Registration

- A. Each bidder and any subcontractor listed in a bid proposal pursuant to California Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with California Labor Code section 1725.5, except in limited circumstances as referenced in California Labor Code section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

15.08 Prevailing Wages And Working Hours

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

- B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.
 - 1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
 - 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 - 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 - 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
 - 1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
 - 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

- a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.
3. Contractor at Owner's request shall, also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00 7200 (General Conditions).

15.09 Compliance Monitoring By Department of Industrial Relations

- A. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15.010 Environmental Controls

- A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in California Government Code §11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.011 Shoring Safety Plan

- A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.
- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

- 1.01** At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to the City of Seaside ("Owner") satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:
- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **[\$1,000,000]** each occurrence, **[\$2,000,000]** general aggregate limit, and **[\$2,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 - B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
 - C. All-Risk Course of Construction Insurance including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **[\$10,000.00]**. Each loss shall be borne by Contractor.
 - D. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
 - E. **[Option]** Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than **[\$1,000,000]** combined single limit for each occurrence.
- 1.02** All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of **[A-, VIII]** or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
- 1.03** Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 shall be endorsed as follows:
- A. Name Owner, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.
 - C. Insurance shall be primary to Owner and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.

- 1.04** Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Owner Risk Manager / Purchasing Agent) at the address listed in Document 00 5200 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.
- 1.05** Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- 1.06** If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- 1.07** Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 1.08** All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.
- 1.09** The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
- A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:
1. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **[\$1,000,000]** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 2. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

- 2.01** Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable

in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

- 2.02** To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.
- 2.03** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.
- 2.04** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 2.05** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.
- 2.06** The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

END OF DOCUMENT

DOCUMENT 007319

SUPPLEMENTARY CONDITIONS – HAZARDOUS MATERIALS

1.01 General

- A. The Contractor shall comply with the requirements of this section.

1.02 Previous Engineering Evaluations

- A. Tank Coating Condition Report, DB Gaya Consulting, February 2018.
- B. Limited Lead Paint Sampling of the Hatch and Interior of the Mescal Water Tanks North of Skyview Drive in Seaside, California, M3 Environmental Consulting LLC, January 2019.

1.03 Report Findings

- A. According to previous tank evaluations, the coating systems below.

Exterior Surfaces: Tnemec Acrylic Dry Fall

Interior Surfaces: Zinc primer and epoxy finish

- B. Lead Paint Testing:

- 1. Any layer of paint or material containing >0.5% or >5000 ppm (mg/kg) by weight of lead is considered lead based paint (LBP) or lead-based material and should be removed by a certified lead abatement contractor. Additionally, any work involving construction where an employee may be occupationally exposed to lead is regulated under the California Code of Regulations (8 CCR 1532.1) Cal/OSHA Lead in Construction Standard.
- 2. Lead Paint Testing observed varying concentrations of lead at different locations on each tank from below the reporting limit to 5.1% by weight. See Lead Painting Sampling Report for locations and concentrations.

1.04 Requirements

- A. The Contractor shall follow the hazardous coating removal procedures as stated in Section 099700 Water Storage Tank Coating for the testing, removal, and disposal of hazardous coating.
- B. The above reports are for informational purposes only. The Contractor shall perform their own hazardous materials testing of the existing coatings and develop a disposal plan upon verifying test results.

END OF DOCUMENT

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DOCUMENT 00 9113

ADDENDA

CONTRACT NUMBER xx-xx

CITY OF SEASIDE

MUNICIPAL WATER TANKS REHABILITATION

located at

**MUNICIPAL WATER TANK SITE ON SKYVIEW DR.
SEASIDE, CALIFORNIA, 93955**

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS**SECTION 011100****SUMMARY****PART 1 – GENERAL****1.01 SUMMARY**

A. Section includes Summary of Work and Work Restrictions including:

1. Work Covered By Contract Documents
2. Bid Items
3. Time of Completion / Liquidated Damages
4. Work Sequence
5. Work Days and Hours
6. Shutdown for Discovery of Cultural Resources
7. Partial Occupancy/Utilization Requirements
8. Contractor Use of Site
9. Project Site Maintenance
10. Construction Staking and Monument Protection
11. Protection of Existing Structures and Underground Facilities
12. Actual Damages for Permit Violations
13. Protection of Existing Trees During Construction
14. Construction Water
15. Work Performed by the Owner
16. Conditions of Use
17. Contractor's Responsibilities

1.02 WORK COVERED BY CONTRACT DOCUMENTS

Work comprises of the construction of Owner's **Municipal Water Tanks Rehabilitation** located at Skyview Drive, Seaside, California, 93955, APN: 012-673-002 & 012-673-008.

- A. The Work of this Contract includes providing all materials, labor and equipment required to complete the rehabilitation of the City of Seaside Municipal Water Tanks, generally consisting of:
1. Exterior roof recoating of two 500,000 gallon steel water tanks;
 2. Replacing the tank ladders, railings, roof hatches, level gauges and vent screens;
 3. Adjusting the height of the tank overflow inlet;
 4. Spot repainting of the tank exterior wall coating;
 5. Spot repainting of the tank interior coating;
 6. Disinfecting and testing of the water tanks;; and
 7. Distributing public notices (door hangers) for scheduled work
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.
- C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.

- D. Allowance Work shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4113 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4113 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done.

1.03 BID ITEMS

Bid Item 1 – Mobilization, bonds, permits, insurance and demobilization – The lump sum bid price for this item shall constitute full compensation for mobilization and demobilization including but not limited to equipment shipping and delivery, equipment set up, materials shipping and delivery, obtaining jurisdictional permits, removal of equipment, and project closeout. The Mobilization/Demobilization bid item shall not be in excess of ten percent (10%) of the total bid schedule. Twenty-five percent (25%) of the total Mobilization / Demobilization bid price shall be considered the cost of Demobilization and will not be paid until completion of the work. The fees for Air Board and other permits are reimbursed separately under Bid item 12. This bid item is inclusive of both tanks.

Bid Item 2 – Tank 1 – Preparation and painting of Tank Exterior Roof – The lump sum bid price for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to remove the existing tank coating and repaint the tank exterior roof, including, but not limited to, tenting to control dust, blasting to remove existing coating, disposal of removed coatings and blasting material, application of the new coatings, and removal of the tenting as described in the Contract Documents. The limit of work for this pay item is six (6) inches below the bottom of the roof chime, elevation 386.5-feet (36.5-ft above tank invert).

Bid Item 3 – Tank 1 – Replace Ladder and Appurtenances – The lump sum bid price for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to replace the existing exterior ladder, railing, roof hatch, vent screen, site gauge, adjusting the tank overflow height, locating and patching the tank overflow leak, removing both existing railings and platforms and other tank modifications as described in the Contract Documents.

Bid Item 4 – Tank 1 – Preparation and Painting of Tank Exterior Appurtenances – The lump sum bid price for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to prepare and paint the tank exterior appurtenances, including, but not limited to, tenting to control dust, roughing the surfaces to receive primer, application of the new coatings, and removal of the tenting as described in the Contract Documents.

Bid Item 5 – Tank 1 – Interior Scaffolding, Dehumidification, and Disinfection and Testing – The lump sum bid price for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to dehumidify the tank interior during spot recoating, provide ventilation and scaffolding equipment, disinfection of the tank interior following the recoating, and collecting water samples as needed prior to placing the tank back in service. The cost of spot painting is paid separately under Bid Item 8. The cost of laboratory testing of water samples is reimbursed separately under Bid Item 12.

Bid Item 6 – Tank 2 – Preparation and Painting of Tank Exterior Roof – The lump sum bid price for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to remove the existing tank coating and repaint the tank exterior roof, including, but not limited to, tenting to control dust, blasting to remove existing coating, disposal of removed coatings and blasting material, application of the new coatings, and removal of the tenting as described in the Contract Documents. The limit of work for this pay item is six (6) inches below the bottom of the roof chime, elevation 386.5-feet (36.5-ft above tank invert).

Bid Item 7 – Tank 2 – Replace Ladder and Appurtenances – The lump sum bid price for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to replace the existing exterior ladder, railing, roof hatch, vent screen, site gauge, adjusting the tank overflow height, removing both existing railings and platforms and other tank modifications as described in the Contract Documents.

Bid Item 8 – Tank 2 – Preparation and Painting of Tank Exterior Appurtenances – The lump sum bid price for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to prepare and paint the tank exterior appurtenances, including, but not limited to, tenting to control dust, roughing the surfaces to receive primer, application of the new coatings, and removal of the tenting as described in the Contract Documents.

Bid Item 9 – Tank 2 – Interior Scaffolding, Dehumidification, Disinfection and Testing – The lump sum bid price for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to dehumidify the tank interior during spot recoating, provide ventilation and scaffolding equipment, disinfection of the tank interior following the recoating, and collecting water samples as needed prior to placing the tank back in service. The cost of spot painting is paid separately under Bid Item 8. The cost of laboratory testing of water samples is reimbursed separately under Bid Item 12.

Bid Item 10 – Tank Interior Wall Spot Coating – The unit bid price per square foot for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to spot paint the tank interiors, including, but not limited to removing the existing coating within a limited area, disposal of removed coatings, and application of the new coating. This bid item applies to spot painting both tanks.

Bid Item 11 – Tank Exterior Wall Spot Coating – The unit bid price per square foot for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to spot paint the tank exterior sides, including, but not limited to removing the existing coating within a limited area, disposal of removed coatings, and application of the new coating. This bid item applies to spot painting both tanks.

Bid Item 12 – Pit Repairs – The unit bid price per pit for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to repair corrosion pits using welded repair plates per AWWA Standard D100-11. This bid item applies to pit repairs on both tanks.

Bid Item 13 – Seam Repairs – The unit bid price per linear foot for this item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to repair corrosion seams by welding per AWWA Standard D100-11. This bid item applies to seam repairs on both tanks.

Bid Item 14 – Permit and Testing Allowance – This reimbursement allowance is designated for reimbursement of actual costs of construction permits and laboratory testing. Permit will be required from the Monterey Bay Air Resources District. Water sampling will be required for bacterial contamination and VOCs. Waste sampling may be required for disposal of removed coatings. This bid item is inclusive of both tanks.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: Two Hundred Ten (210) days from the Notice to Proceed
- B. The Contractor shall pay to the Owner a sum of One Thousand Five Hundred Dollars (\$1,500.00) per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

1.05 WORK UNDER OTHER CONTRACTS

- A. There are existing antennas on the water tanks that will be removed or relocated by their respective owners, as follows.

1. Cellular Antennas, Owned by T-Mobile. Antennas are mounted on both tanks. T-Mobile is to relocate these either to a temporary tower prior to start of the Work or will relocate from the south tank to the north tank, and vice versa, as needed to allow the roof recoating. The temporary towers will connect to the existing electrical panels, located at the base of the tanks. Protect the panels and temporary cables in-place. Protect the antenna mounts in-place on the tanks.
2. FM Antennas, Owned by the County of Monterey. The County has an existing antenna on the southern tank. They will relocate the antenna from the south tank to the north tank as needed to allow the roof recoating. Notify the County through the City Staff a minimum of ___-days in advance of when the antenna relocation is needed. Allow two-days in the project schedule for the County to relocate their antenna.
3. FM Antennas, Owned by the City of Seaside. City Staff will remove these antennas prior to the start of the Work.

1.06 WORK SEQUENCE

- A. Construct work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.
- B. The allowable working conditions stated below are requirements by the Owner. Any requested change must be approved by the Owner. The Contractor may request a change in the allowable working conditions by submitting a written request to the Owner with a minimum 48 hours notice.
 1. All scheduling conditions included in permits issued by the affected agencies shall be followed.
 2. At least one tank shall be in operation at all times.
 3. The Contractor shall coordinate all work with the Owner at (831) 899-6825.
 4. Whichever tank the Contractor begins with, work on that tank shall be fully completed and in service before moving onto the second tank. Fully completed is defined as all appurtenance work, interior and exterior coating work is completed; the tank is in service, with only punchlist items remaining.
- C. Special operational constraints include the following:
 1. Before any work can commence on the tanks, the Contractor must give a 7 calendar day advance notice to the Owner of their intended construction start date to allow ample time for the Owner to drain the tanks, and any other preparation work. This provision applies to BOTH tanks.
 2. The Contractor shall notify the Owner 7 calendar days in advance of filling the tank for the soak period. Once the tank is filled, the Contractor shall anticipate up to 14 calendar days for tank turnover to account for the required soak time, subsequent VOC and bacteria testing, and receipt of those results. The Contractor cannot begin work on the other tank until the tank is cleared for turnover.

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time, excluding holidays as outlined in Section 01 4200.
- B. Work at the Site on weekends or holidays is not permitted, unless the contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.08 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact Owner. Do not resume Work until authorization is received from Owner. When resumed, excavation or other activities shall be as directed by Owner.

1.09 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- D. Make available, in areas occupied, on a 24 hour per day and 7 day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.
- E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
- F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).
- G. Use by Owner of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.
- H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.10 CONTRACTOR USE OF SITE

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- C. Coordinate parking, storage, staging, and Work areas with Owner. Use of the work area is permitted only for the purposes necessary to perform the work. If practicable, dispose of construction debris concurrently with its removal. If stockpiling is necessary, dispose of stockpiles weekly, Owner will provide a storage area for Contractor's equipment and materials.

Parking and storage will be confined to the areas designated for storage or otherwise approved by the Owner. Do not store construction materials in the drip line of any tree.

- D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.
- E. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.11 PROJECT SITE MAINTENANCE

A. Disposal of Material –

- 1. Unless otherwise shown on the plans or specified herein, all excess materials and materials removed from existing improvements shall become the property of, and be disposed by the Contractor. The Contractor shall be responsible for all costs associated with disposing all excess materials in a safe and legal manner. No material shall be placed on private or public property without prior approval from the Owner and the property owner. The Contractor shall not allow and refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed upon paved streets, into manholes or into the Owner's storm drain system.
- 2. Contractor shall establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary separately from inert waste by containerizing appropriately. Burning or burying of waste materials on site will not be permitted. No extra payment will be made for handling/disposal of hazardous material.

B. Cleanup and Dust Control –

- 1. At all times during construction, including weekends and holidays, and throughout all phases of construction, including work suspensions and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish, debris, and prevent the formation of an airborne dust nuisance.
- 2. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.
- 3. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, those excavated areas of dirt or other materials which are prone to causing dust, within both the project site and the storage or staging area. If required or directed by the Engineer, the Contractor shall provide an approved water truck of large capacity with spraying capability.
- 4. The Contractor shall be required to apply water for dust control immediately during construction efforts within one (1) hour after notification by the Engineer that an airborne nuisance exists. If dust control is not adequate in the opinion of the Engineer, the Engineer will have this work done by others and will deduct such cost from the total contract price.
- 5. All hauling trucks or other construction vehicles leaving the site shall be cleaned of mud or dirt clinging to the exterior body surfaces or wheel rims before travelling on public streets outside the work limits. All trucks coming to or leaving the site with materials or loose debris shall be loaded in a manner which will prevent the dropping of materials or debris on

- public streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.
6. When construction operations cause dirt to be deposited on public streets, the Contractor shall immediately remove such material. Streets shall be cleaned by street sweeping, rather than flushing, so as to prevent material from entering the storm drain system.
 7. Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
 8. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.
- C. Air Pollution Control: The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- D. Noise Control: The Contractor shall make every reasonable effort to control noise generated as a result of construction to the satisfaction of the Engineer. Use of an air compressor, jackhammer or other loud, vibrating sound generating devices shall be limited to operations between the hours of 8:00 a.m. and 4:30 p.m. unless otherwise authorized by the Engineer. A sound barrier shall be used for any equipment required to run between 4:30 pm and 8:00 am. Sound barrier details shall be coordinated with and approved by the Owner.
- E. Vermin Control: At the time of acceptance, structures entirely constructed under the contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a license exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive orders resulting from extermination operations.
- F. Sanitation: The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.
- G. Temporary Light and Power: The Contractor shall at his own expense furnish, install, maintain, and remove all temporary light and power, including piping, wiring, lamps, and other equipment, necessary for the work.
- H. Storm Water Pollution Control
1. Storm Water Pollution Control work shall consist of following Best Management Practices (BMP) for storm water pollution prevention, submitting a Water Pollution Control Plan in compliance with the most current NPDES requirements, including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) if warranted by the project type, size or risk level; and constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.
 2. In compliance with State and Federal regulations on construction storm water management and non-point source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any waste from the Contractor's construction operations using the appropriate BMP. The Contractor shall be responsible for cleaning catch basins of solid or liquid waste materials originating from the Contractor's operation before this material migrates further into the storm drain system.
 3. Violation of this provision shall cause the Owner to issue a stop-work notice and take necessary action to require the Contractor to correct and comply with regulations. All costs related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor.
 4. All construction efforts shall be conducted in a manner which prevents the release of hazardous material or hazardous waste into the soil or groundwater, and minimizes the discharge of pollutants into the storm drain system.

1.12 CONSTRUCTION STAKING AND MONUMENT PROTECTION

- A. Contractor shall provide its own survey staking. Provide Owner with Contractor's survey staking information in writing within 3 Business Days after it becomes available to Contractor.
- B. Contractor shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any construction stakes or property monuments, or require relocation because of necessary changes in grades or locations, Contractor shall replace or repair construction stake or property monuments at Contractor's expense.
- C. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.

1.13 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

- 1. Electric and Gas: PG&E Salinas District
Dispatcher: 1 (800) 743-5000
Engineering: 1 (800) 743-5000
- 2. Sewer lines: Seaside County Sanitation District
440 Harcourt Avenue, Seaside 93955
Phone: (831) 784-3574
- 3. Water lines: California American Water
511 Forest Lodge Road #100, Pacific Grove, CA
Phone: (831) 646-3287
- 4. Water lines: Seaside Municipal Water System
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6841

- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.
- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.
- E. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
- F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14 PERMITS

- A. The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses for the construction of each part of the Public improvement, give all necessary notices, and pay all

fees and taxed required by law. The Contractor shall obtain and maintain in effect a business license from the Owner until the Owner has accepted the Public Improvements in their entirety.

B. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:

1. Storm Water Pollution Prevention – City’s NPDES Permit
2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

3. The local Cal/OSHA district office is located at:

Fremont District Office
39141 Civic Center Drive, Suite 310
Fremont, CA 94538
(510) 794-2521

C. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

1.15 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, where the violations result from Contractor’s activities.
- B. Contractor shall be liable for and shall pay Owner the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by Owner for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by Owner to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, Owner shall have the right to recover the balance from Contractor or its sureties.

1.16 PROTECTION OF EXISTING TREES DURING CONSTRUCTION ACTIVITIES

- A. The Contractor shall protect all existing trees on the job site from construction activities, starting from within the drip lines of each tree. The Owner reserves the right to issue a stop-working notice if it is determined that the Contractor’s negligence has caused damaged to existing trees.
- B. Care must be taken when digging near any existing tree to minimize harm to the tree. Excavation must be done by hand until below the root zone. If any roots 2” or grater in diameter are encountered, they must be protected from damage. If the work cannot proceed without damaging such roots, the Engineer must be notified at once.
- C. No storage of materials; disposal of paints, solvents or other noxious materials; no unnecessary operation of equipment or parked cars shall be allowed within the drop line of any trees.

1.17 CONSTRUCTION WATER

- A. Construction water is available from Owner fire hydrants to the Contractor. The Contractor is required to place a refundable deposit with the City of Seaside Municipal Water System to obtain a water meter; it is the Contractor's responsibility to return the undamaged water meter to the Water Department at the conclusion of the project.

1.18 WORK TO BE DONE BY THE OWNER

- A. The Owner will be responsible for the following items of work on the project:
 - 1. Draining the tanks to within 3-inches of the tank floor.
 - 2. Refilling the tanks
 - 3. The Owner will have a full time coating and environmental compliance inspector on site.

1.19 CONDITIONS OF USE

- A. The Contractor shall assume full responsibility for the protection and safekeeping of project materials, tools, and equipment stored on premises. Any stored products interfering with Owner operations shall be moved by the Contractor at his/her expense. The Contractor shall obtain and pay for use of any additional storage or work area for operations.
- B. The Owner will require the following of the Contractor in addition to the requirements shown and described elsewhere in these documents:
 - 1. The Contractor shall hand carry written notification to property owners adjacent to the project area a minimum 7 days in advance of beginning construction. The Contractor shall submit a draft notification letter to the Owner during the pre-construction meeting.
 - 2. The Contractor shall also hand carry written notifications to property owners adjacent to the project area a minimum 7 days in advance of beginning tank exterior blasting due to the excessive noise created by these activities. The Contractor shall submit a draft notification letter to the Owner during the pre-construction meeting.
 - 3. The Contractor shall designate a person to contact should a problem arise during non-working hours or days. The Owner shall be given that person's name, phone number, e-mail.
 - 4. The Contractor shall not operate Owner valves at any time.

1.20 CONTRACTOR'S RESPONSIBILITIES

- A. Unless noted otherwise, the Contractor shall provide and pay for:
 - 1. Labor, supervision, materials, and equipment
 - 2. Tools, construction equipment and machinery
 - 3. Utilities required for construction.
 - 4. All other facilities and services necessary for proper execution and completion of work.
 - 5. Contractor must submit in their proposal acknowledgement of State and Federal laws and regulations regarding all facets of removing and disposing of coating which contains lead or asbestos found.
- B. Pay all required sales, consumer and use taxes.
- C. Conform to the requirements of all permits including, but not limited to any construction permits associated with the project.
- D. The Contractor acknowledges and is familiar with the existing site condition constraints, topographic features, and overall geographical locations of the project.
- E. Secure and pay for, as necessary proper execution and completion of the work, applicable permits and licenses.
- F. Give required notices to homeowners
- G. Comply with Codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear performance on the work.
- H. Promptly submit written notice to the Owner of observed variance of Contract documents from legal requirements.

- I. The Contractor shall be responsible for all costs associated with the containment and disposal of waste (hazardous / non-hazardous) that may result from execution of this project.
- J. The Contractor shall provide their own power, fuel, and power supplies.

PART 2 – PRODUCTS

2.01 PRODUCTS ORDERED IN ADVANCE

- A. As provided in Document 00 7200 (General Conditions) and Section 00 2113 (Measurement and Payment), and subject to all other provisions of the Contract Documents, Owner will pay for the following materials and equipment prior to incorporation into the Work:
 - 1. None

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 2000****MEASUREMENT AND PAYMENT****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 REFERENCES

- A. California Public Contract Code
- B. Code of Civil Procedures
- C. Government Code

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM**A. Scope of Contract Sum**

- 1. The Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
- 2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof.

B. Unit Price items

- 1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
- 2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

- 1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- 2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding the Contractor's percentage completion of the Work or item.
- 3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall

be used to measure progressive payments based upon satisfactory progress towards completion of the item.

D. Allowance Items

1. Allowances: Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract price accordingly.

1.04 PAYMENT PROCEDURES

A. Schedule of Values:

1. Within ten Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. Contractor's Requests for Progress Payments

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:
 - a. On or before the 25th Day of each month, Contractor shall submit to Owner one copy of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
 - b. Except as otherwise provided in a labor compliance program applicable to the Work

(if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to the Owner the Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.

- c. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.
- d. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.
- e. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
- f. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

- 1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
- 2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
- 3. Pursuant to California Public Contract Code §20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
- 4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent (95%) of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional 5% of any earned amounts until such requirements are satisfied.
- 5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current

progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
2. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
3. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.
4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 FINAL PAYMENT

A. Final Payment

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall

execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

1.06 SUBSTITUTION OF SECURITIES

A. **Public Contract Code Section 22300.** In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner. Contractor shall then pay to each Subcontractor, not later than 10 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4. Contractor may enter into an escrow agreement, form included in Contract Documents, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. Public Contract Code Section 22300, in effect on Bid Day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).
- B. Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

A. Contractor-Initiated Change Proposal Request (CPR) and Procedures:

- 1. Contractor may initiate changes by submitting a Change Proposal Request ("CPR").
- 2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
- 3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
- 4. If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised CPR.
- 5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.

B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:

- 1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
- 2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
- 3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by

Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten (10) days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements:

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required herein concurrently with the CPR and in no event later than ten Days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 days of submitting the preliminary CPR.
3. If Owner agrees with Contractor's CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.
4. Contractor must submit CPRs, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information:

1. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.03 PROCEDURES FOR OWNER INITIATED CHANGE ORDERS

A. Owner Initiated Change Directives (CD):

1. Owner may, by Change Directive ("CD") or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.
3. Contractor's response must be any one of following:
 - a. Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
 - c. Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
 - c. Cost to be determined in a manner agreed.
5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

B. Owner Initiated Change Order (CO) or Request for Proposal (RFP):

1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal ("RFP") or Change Order ("CO") to Contractor.
2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
4. If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.04 PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS

A. Adjustment of Schedules to Reflect Change Orders or CDs:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

B. Required Documentation for Adjustments to Contract Amounts:

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
 - a. Quantities of products, materials, labor and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - d. Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim or computation for additional cost, with additional information including:
 - a. Origin and date of claim or request for additional compensation.
 - b. Dates and times Work was performed and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
 - e. Credit for deletions from Contract, similarly documented.

C. Responses and Disputes:

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes)
2. Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;
3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

1.06 MEASUREMENT OF DIRECT COST OF CONSTRUCTION (COST COMPONENT NO. 1)

A. Composition of Component 1 (Direct Cost of Construction):

1. Component 1 has four subcomponents, also referred to as "LEMS":
 - a. Labor (Component 1A)
 - b. Equipment (Component 1B)
 - c. Materials (Component 1C)
 - d. Subcontractors (Component 1D)

B. Measurement of Cost of Labor (Component 1A):

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
 - a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
 - c. Cost of labor shall include no other costs, fees or charges.
2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.

C. Measurement of Cost of Equipment (Component 1B):

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.
4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

- c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.
- 7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. Owner will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
 - d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 - e. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
- 8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
- 9. Equipment costs shall include no other costs, fees or charges.

D. Measurement of Cost of Material (Component 1C):

- 1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
- 2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
- 3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
- 4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
- 5. Material costs shall include no other costs, fees or charges.

E. Measurement of Cost of Subcontractors (Component 1D):

- 1. Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:
 - a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;
 - b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.
 - c. Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.).

1.07 MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)**A. Markup Percentages for Changed Work (Component 2):**

1. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.
2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on "Component 1" Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Mark Up (Component 2):

1. Mark Up (Component 2) provides complete compensation to Contractor for:
 - a. All Contractor profit;
 - b. All Contractor home-office overhead;
 - c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;
 - d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.
2. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
4. Assumption of Risk. Compensation for Contractor's assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes ("unallowable costs"), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
5. General Conditions and Division 1 General Requirements. Compensation for Contractor's General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor's direct costs, without overhead

or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor's General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its "General Requirements" Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; extra security required specifically for the changed work.

1.08 **MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES (COMPONENT 3)**

A. **Measurement of Bonds, Insurance, Taxes (Component 3):**

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as "**BIT**". All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no mark up on BIT.

1.09 **EFFECT OF PAYMENT**

A. **Change Order Compensation is All Inclusive.**

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.

4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time.

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed, and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability / Accord and Satisfaction.

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than thirty (30) days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records And Certification.

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily

comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL (CP)

Owner **[Insert Project Name]**
 Contract Number _____

CP Number: _____
 Date: _____
 In Response To _____
 Bulletin #, etc.

To: **[Insert Name of Owner]**
 Attention: [_____] **[Insert Owner's Address]**
 Phone: (____) ____ - ____
 Fax: (____) ____ - ____

From: **[Insert Contractor's Name/Address]**

This Cost Proposal is in response to the above-referenced _____ **[insert Bulletin, etc. as applicable]**.

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
LABOR						
EQUIPMENT						
Other (Specify) Extended Overhead						
TOTAL COST						
Subcontractor's Overhead & Profit 15 percent						
Contractor's Overhead & Profit 15 percent						
Overhead & Profit to Contractor for Subcontractor's Work 5 percent						
(percent of Total Cost above not including any Overhead & Profit – may not exceed 20%)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS) (Time Impact Evaluation Enclosed)						

By Contractor: _____

Signature: _____

Date: _____

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3119****PROJECT MEETINGS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor's on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Progress Schedule
13. Contractor's Schedule of Values
14. Contractor's Schedule of Submittals
15. Jurisdictional agency requirements

- B. The Contractor shall deliver the following submittals at the preconstruction meeting:

1. Schedules
2. Water Pollution Control Plan (BMPs)
3. Safety Plan
4. Sample Resident Notification Letter
5. Any submittal requiring prompt review due to required lead times

1.03 WEEKLY PROJECT MEETINGS

- A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.

1. Owner's Representative will prepare agenda and distribute it 4 Days in advance of meeting to the Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise specified in Contract Documents or provided by Owner.
4. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall

- constitute final memorialization of results of meeting.
- 5. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate to agenda topics for each meeting.
- 6. Agenda may contain the following items, as appropriate:
 - a. Review, revise as necessary, and approve previous meeting minutes
 - b. Review of Work progress since last meeting
 - c. Status of Construction Work Schedule, delivery schedules, adjustments
 - d. Submittal, RFI, and Change Order status
 - e. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

- A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.
- B. At this meeting, at a minimum, the following items will be reviewed:
 - 1. Percent complete of each activity;
 - 2. Time impact evaluations for Change Orders and Time Extension Request;
 - 3. Actual and anticipated activity sequence changes;
 - 4. Actual and anticipated duration changes; and
 - 5. Actual and anticipated Contractor delays.
- C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 3230****PROGRESS SCHEDULES AND SUBMITTALS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

- A. Contractor shall submit original (baseline) progress schedule before or at the pre-construction meeting for review by the Owner.
- B. Baseline Progress Schedule shall show Contractor's construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.
- B. Contractor's progress schedule may be in the form of a CPM (arrow) diagram or, if Owner agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES

- A. Contractor's progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.
- B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with two-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE

- A. Owner may request a recovery schedule should Contractor fall 21 or more Days behind any schedule Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.
- B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
 - 1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery Schedule.
 - 2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.

1.06 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

- A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor is responsible for all costs associated with the preparation of TIE's, and the process of incorporating TIE's into the current schedule update. Provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 013300

SUBMITTALS

PART 1 – PART 1 GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for submittals. Please refer to the technical specifications and/or plans for any additional submittals not specifically mentioned in this section.

1.02 SCHEDULE OF SUBMITTALS

- A. Contractor shall prepare for Owner's review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.
- C. Following is a list of anticipated submittals. Please refer to the technical specifications for any additional submittals not specifically mentioned in this section.
 - 1. Safety Plan (See Section 09970)
 - 2. Water Pollution Control Plan / Spill Prevention Plan (See Section 09970)
 - 3. Hazardous Coating Removal Plan (See Section 09970)
 - 4. Injury Illness Prevention Plan / Worker Protection Program (See Section 09970)
 - 5. Removal/Containment/Ventilation Plan (See Section 09970)
 - 6. Testing and Evaluation Programs (Air, Soil, Water Quality) (See Section 09970)
 - 7. Sampling, Handling, Testing and Disposal of Debris (See Section 09970)
 - 8. SSPC Certificates
 - 9. Tests, Certificates
 - 10. Record Drawings
 - 11. Calculations/Certifications for meeting Cal-OSHA Requirements
 - 12. Shop Drawings for Ladder, Hatches and other appurtenances being supplied
 - 13. Coatings

1.03 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

- A. Contractor shall review for compliance with Contract Documents, approve and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by Contract Documents.
- B. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings at the same time.

- C. Contractor shall coordinate scheduling, sequencing, preparing and processing of all submittals with performance of work so that work will not be delayed by submittal processing.
- D. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.

1.04 OWNER REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

- A. After review by Owner of each Submittal, material will be returned to Contractor with actions defined as follows:
 - 1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.
 - 2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
 - 3. REVISE AS NOTED AND RESUBMIT-Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner.
 - 4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- B. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.
- C. Unless otherwise specified, Owner's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor's sole risk.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 4100****REGULATORY REQUIREMENTS****PART 1 – GENERAL****1.01 SUMMARY****A. Section includes:**

1. Regulatory requirements applicable to Contract Documents
2. Required provisions under Local Agency Disputes Act
3. Required references under federal law

1.02 GENERAL**A. Compliance with Laws**

1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (**Regulatory Requirements**) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. Precedence

1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.03 REGULATORY REQUIREMENTS**A. Applicable Codes**

1. Codes that apply to Contract Documents include all Codes applicable to construction, including, but not limited to, the following:
 - a. California Building Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

- b. California Electrical Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- c. California Plumbing Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- d. California Mechanical Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- e. International Fire Code (2016 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

- 1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
 - a. Federal:
 - 1) Americans With Disabilities Act of 1990
 - 2) 29 CFR, Section 1910.1001, Asbestos
 - 3) 40 CFR, Subpart M, National Emission Standards for Asbestos
 - 4) Executive Order 11246
 - 5) Federal Endangered Species Act
 - 6) Clean Water Act
 - b. State of California:
 - 1) California Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
 - 2) California Public Contract Code
 - 3) California Health and Safety Code
 - 4) California Government Code
 - 5) California Labor Code
 - 6) California Civil Code
 - 7) California Code of Civil Procedure
 - 8) CPUC General Order 95, Rules for Overhead Electric Line Construction
 - 9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - 10) Cal/OSHA
 - 11) OSHA: Hazard Communications Standards
 - 12) California Endangered Species Act
 - 13) Water Code
 - 14) Fish and Game Code
 - c. State of California Agencies:
 - 1) State and Consumer Services Agency
 - 2) Office of the State Fire Marshall
 - 3) Office of Statewide Health Planning and Development
 - 4) Department of Fish and Game
 - 5) All Air Quality Management Districts with jurisdiction
 - 6) All Regional Water Quality Control Boards with jurisdiction
 - 7) Division of the State Architect (if having jurisdiction)
 - d. All Local Agencies with jurisdiction (cities, counties, fire departments)

C. Change Orders and Claims:

1. The California Public Contract Code, including but not limited to Section 7105(d)(2), and the California Government Code Section 930.2 et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims.
2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. Required Provisions On Contract Claim Resolution

1. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
2. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 7200 (General Conditions) and be submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.
4. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
5. Procedure:
 - a. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
 - b. For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 - c. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter

required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- d. Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- e. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. References

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence

1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:

1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.**1.03 DEFINITIONS****A. Meaning of Words and Phrases**

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person (or that person's firm) holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.

7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
9. Bidder: One who submits a Bid.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Presidents' Day, third Monday in February;
 - d. Cesar Chavez Day, March 31;
 - e. Memorial Day, last Monday in May;
 - f. Independence Day, July 4;
 - g. Labor Day, first Monday in September;
 - h. Veterans' Day, November 11;
 - i. Thanksgiving Day, as designated by the President;
 - j. The Day following Thanksgiving Day;
 - k. The Day preceding Christmas Day, December 24;
 - l. Christmas Day, December 25; and
 - m. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
 - a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the amount of the adjustment in the Contract Time, if any.
16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
18. Construction Change Directive ("CCD"): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
 - a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).

- b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Document 00 7201 (Supplementary Conditions).
- 21. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 5200 (Agreement), plus all changes, Addenda, and modifications thereto.
- 22. Contract Modification: Either:
 - a. a written amendment to Contract signed by Contractor and Owner; or
 - b. a Change Order; or
 - c. a Construction Change Directive; or
 - d. a written directive for a minor change in the Work issued by Owner.
- 23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
- 24. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.
- 25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
- 26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
- 27. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
- 28. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
- 29. Division of State Architect: A division of the State of California providing, design and construction oversight for K-12 schools and community colleges, and developing and maintaining accessibility standards and codes utilized in public and private buildings throughout the State of California.
- 30. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 31. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
- 32. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. Final cleaning is completed.
 - b. All systems having been tested and accepted as having met requirements of Contract Documents.
 - c. All required instructions and training sessions having been given by Contractor.
 - d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
 - e. All punch list Work, as directed by Owner, having been completed by Contractor.

- f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
33. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
 34. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
 35. Furnish: Supply only, do not install.
 36. Indicated: Shown or noted on the Drawings.
 37. Install: Install or apply only, do not furnish.
 38. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).
 39. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
 40. Lead: Any material with a detectable lead in excess of the reporting limits of 0.010% of weight.
 41. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
 42. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
 43. Modification: Same as Contract Modification.
 44. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
 45. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.
 46. Off Site: Outside geographical location of the Project.
 47. Owner: Owner is defined in Document 00 5200 (Agreement).
 48. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
 49. Owner's Representative(s): See Document 00 5200 (Agreement).
 50. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
 51. PCBs: Polychlorinated biphenyls.
 52. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).
 53. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
 54. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
 55. Project: Total construction of which Work performed under Contract Documents may be whole or part.

56. Project Manager: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.
57. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
58. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
59. Provide: Furnish and install.
60. Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
61. Request for Proposals ("RFP"): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.
62. Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
63. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
64. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
65. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
66. Shown: As indicated on Drawings.
67. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
68. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
69. Specified: As written in Specifications.
70. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
71. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so

that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

72. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
73. Testing and Special Inspection Agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
74. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
75. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).
76. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
2. Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS**SECTION 01 7700****CONTRACT CLOSEOUT****PART 1 - GENERAL****1.01 SUMMARY****A. Section describes requirements and procedures for:**

1. Project cleaning
2. Testing of equipment and systems
3. Substantial Completion
4. Final Completion
5. Close Out
6. Warranties

1.02 SUBSTANTIAL COMPLETION**A. Removal of Temporary Construction Facilities and Project Cleaning.**

1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems.

1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
2. Demonstrate that such equipment and systems conform to contract standards and manufacturer's guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer's recommendations and industry standards.

C. Procedure for Substantial Completion

1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner's beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
3. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
4. Manufactured units, equipment and systems that require startup must have been started up and before a notice or certificate of Substantial Completion will be issued.
5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

1.03 FINAL COMPLETION**A. Requirements**

1. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

B. Procedure

1. When Contractor considers Work is Finally Complete, submit written certification that:
 - a. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 - b. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
 - c. Project Record Documents are completed and turned over to Owner, and Work is complete and ready for final inspection.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.

C. Final Adjustments of Accounts:

1. Submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00 6530 (Agreement and Release of Claims).
2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

D. Warranties

1. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
2. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.
4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be two years minimum from date of Final Completion of entire Work except where:
 - a. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
 - b. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

E. **Warranty of Title:**

1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

- F. **Turn-In.** Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.

- G. **Release of Claims.** Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

- H. **Fire Inspection Coordination.** Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).

- I. **Building Inspection Coordination.** Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION



CITY OF SEASIDE

MONTEREY COUTNY, CALIFORNIA

**TECHNICAL SPECIFICATIONS
FOR
MUNICIPAL WATER TANKS REHABILITATION
PROJECT**

**440 Harcourt Avenue
Seaside, California 93955
(831) 899-6886**

June 16, 2020



SECTION 055000

METAL FABRICATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Miscellaneous metal fabrications including:
 - 1. Handrails and Guardrails.
 - 2. Gratings and Covers.
 - 3. Splash Guards.
 - 4. Miscellaneous Metals: Includes aluminum, stainless steel, structural steel.
 - 5. Associated accessories to the above items.
- B. Related Sections:
 - 1. Section 099000 – Painting and Coating.

1.02 REFERENCES

- A. Aluminum Association (AA):
 - 1. Specification M32-C22-A41 - Aluminum Finishes.
- B. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. Standard Specifications for Highway Bridges.
- C. American Society for Testing and Materials (ASTM):
 - 1. A 36/A 36M - Specification for Carbon Structural Steel.
 - 2. A 48 - Specification for Grey Iron Castings.
 - 3. A 53 - Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 4. A 123 - Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 5. A 167 - Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
 - 6. A 240 - Specification for Heat-Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels.
 - 7. A 269 - Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
 - 8. A 276 - Specification for Stainless Steel Bars and Shapes.
 - 9. A 307 - Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
 - 10. A 320 - Specification for Alloys - Steel Bolting Materials for Low-Temperature Service
 - 11. A 325 - Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

12. A 489 - Specification for Carbon Steel Lifting Eyes.
 13. A 490 - Specification for Steel Structural Bolts, Alloy Steel, Heat-Treated, 150 ksi Minimum Tensile Strength.
 14. A 500 - Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 15. A 501 - Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
 16. A 568 - Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled
 17. A 570/A 570M - Specification for Steel, Sheet and Strip, Carbon. Hot-Rolled, Structural Quality.
 18. A 635/A 635M - Specification for Steel, Sheet and Strip, Heavy-Thickness Coils, Carbon, Hot-Rolled.
 19. A 653/A 653M - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-coated (Galvannealed) by the Hot-Dip Process.
 20. B 209 - Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 21. B 221 – Aluminum Alloy, Extruded Bars, Rods, Wire, Profiles and Tubes.
 22. B 429 - Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.
- D. American National Standards Institute (ANSI):
1. A14.3 - Ladders-Fixed: Safety Requirements.
 2. 531 Metal Bar Grating Manual
- E. American Welding Society (AWS).
- F. International Conference of Building Officials (ICBO):
1. Uniform Building Code (UBC), latest edition.
- G. Occupational Safety and Health Administration (OSHA).

1.03 QUALITY ASSURANCE

- A. Hand railing and Walkways shall comply with SAA Code for fixed platforms, walkways, stairways and ladders, AS1657.
- B. Regulatory Requirements: Except as modified by the requirements specified herein and detailed on the plans, the installation of fabricated metal work shall conform to the "Uniform Building Code" (UBC).

1.04 SUBMITTALS

- A. Shop Drawings: Submit for handrails and guardrails, including details on connection attachments, gates, kickplates, ladders, and angles.
1. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories.
 2. Include erection drawings, elevations, and details where applicable.

3. Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.
- B. Quality Control Submittals:
1. Design Data.
 2. Test Reports:
 - a. Manufacturers' calculations showing that gratings and covers will meet specified load-bearing and deflection requirements for each size grating or cover for each type of installation.
 - b. Reports of tests performed.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Materials: Unless otherwise specified or indicated on the Drawings, structural and miscellaneous metals shall conform with the standards of the ASTM, including the following:

Item	ASTM Standard No.	Class, Grade Type or Alloy No.
Cast Iron		
Cast Iron	A 48	Class 40B
Steel		
Galvanized sheet iron or steel	A 653	Coating G90
Black steel, sheet or strip	A 569 A 570	--
Coil (plate)	A 635	--
Structural plate, bars, rolled shapes, and miscellaneous items	A 36	--
Standard bolts, nuts, and washers	A 307	--
High strength bolts, nuts, and hardened flat washers	A 325 A 490	--
Eyebolts	A 489	Type 1
Tubing, cold-formed	A 500	--
Tubing, hot-formed	A 501	--
Steel pipe	A 53	Grade B
Stainless steel		
Plate, sheet and strip	A 167	Type 304 or 316*

Item	ASTM Standard No.	Class, Grade Type or Alloy No.
Bars and shapes	A 276	Type 304 or 316*
Bolts and threaded rods	A 320	Type 304 or 316*
Aluminum		
Sheet aluminum-flashing	B 209	Alloy 5005-H14, 0.032 inches minimum thickness
Sheet aluminum-structural	B 209	Alloy 6061-T6
Structural aluminum	B 308 B 209	Alloy 6061-T6
Extruded aluminum	B 221	Alloy 6063-T42
* Use Type 304L or Type 316L if material will be welded.		

1. Stainless steels are designated by type or series defined by ASTM.
2. Where stainless steel is welded, use low-carbon stainless steel.

2.02 HANDRAILINGS, GUARDRAILINGS AND LADDERS

- A. Railing systems and ladders shall be designed and fabricated by companies normally engaged in the manufacture of such systems. Railing products of like materials shall be from a single supplier and the installed systems shall have a uniform appearance throughout the project. Ladders may be from another supplier. Unless indicated otherwise on the Drawings, ladders in proximity with guardrailing shall be of the same material, style, and finish as the guardrailing.
- B. For metal railing systems, handrailing and guardrailing shall be welded systems only. Welded railing systems shall be fabricated from pipe and accessories by metal fabricators experienced in designing and fabricating welded railing.
- C. All railing systems shall be designed and fabricated in compliance with the most stringent requirements of the applicable local building code, OSHA 29 CFR Part 1926 Subpart R, and all other pertinent OSHA regulations and local safety regulations. In case of conflicting requirements the more stringent requirements shall be applicable.
- D. Openings in railing shall be guarded by self-closing gates in accordance with OSHA 1910.23.

2.03 MISCELLANEOUS METAL

- A. Miscellaneous Aluminum: Fabricate aluminum products, not covered separately herein, in accordance with the best practices of the trade and field assemble by riveting or bolting. Do not weld or flame cut.
- B. Miscellaneous Cast Iron:

1. General:
 - a. Tough, gray iron, free from cracks, holes, swells, and cold shuts.
 - b. Quality such that hammer blow will produce indentation on rectangular edge of casting without flaking metal.
 - c. Before leaving the foundry, clean castings and apply 16 mil dry film thickness coating of coal-tar epoxy, unless otherwise specified or indicated on the Drawings.
- C. Miscellaneous Stainless Steel:
 1. Provide miscellaneous stainless steel items not specified herein as indicated on the Drawings or specified elsewhere. Fabricate and install in accordance with the best practices of the trade.
- D. Miscellaneous Structural Steel:
 1. Provide miscellaneous steel items not specified herein as indicated on the Drawings or specified elsewhere. Fabricate and install in accordance with the best practices of the trade.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Contractor shall examine work in place to verify that it is satisfactory to receive the work of this Section. If unsatisfactory conditions exist, do not begin this work until such conditions have been corrected.

3.02 INSTALLATION

- A. General: Install products as indicated on the Drawings, and in accordance with shop drawings and manufacturer's printed instructions, as applicable except where specified otherwise.

END OF SECTION

SECTION 099000

MISCELLANEOUS PAINTING AND COATING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes the materials and application of painting and coating systems for buried and exposed surfaces.
- B. All articles to be painted or coated will be painted or coated in the place of manufacture, unless field painting and coating is absolutely necessary. The Engineer will make the determination. In the event that the paint or coating is damaged in the field, it will be touched up in the same manner as the original paint or coating applied in the place of manufacture.

1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. All related work specified elsewhere, or in other codes or standards, will be as last revised, unless a specific date of issuance is called out in opposition to later revision date(s).

1.03 SUBMITTALS

- A. Submit a Paint Plan for all proposed surfaces. The plan shall identify all materials and procedures, including proposed paint systems, names and experience of personnel to perform the work, proposed surface preparation specifications, required physical and environmental conditions to perform the work and proposed test methods and reporting for both factory and field applications. The plan shall also include proposed maintenance requirements for all surfaces. Samples of field applied paint and coating finishes, colors, and covering shall also be provided. The paint plan and all samples shall be provided at least 60 days prior to start of such finishing operations.

1.04 APPROVED MANUFACTURERS

- A. All materials shall be as manufactured by the companies listed herein or approved equal.
 - 1. Tnemec,
 - 2. Carboline,
 - 3. Dunn-Edwards,
 - 4. International Protective Coatings,
 - 5. Rust-Oleum Corporation,
 - 6. 3M Minnesota Mining and Manufacturer

1.05 COATINGS

- A. All specified materials must meet and comply with National Sanitation Foundation (NSF) and California current air quality regulations governing architectural and industrial coatings.
- B. Organic Zinc Primer
 - Tnemec 90-97
 - Carboline 621
 - Rust-Oleum 7400 System Zinc Chromate Primer Devco CC 302V
 - International Protective Coatings – Interzinc 52
- C. Epoxy Coating
 - 1. Field Applied
 - Tnemec Series N69 Epoxoline II
 - Carboline 187
 - Rust-Oleum 9100 High Performance Epoxy Devco BR235H
 - International Protective Coatings – InterGuard 475HS
 - 2. Field or Factory Applied
 - Tnemec Series 140 NSF 61
 - International Protective Coatings – Interline 850 or 925
 - Devco BR235H
 - 3. Factory Applied
 - 3M ScotchKote 206N Fusion Bonded Epoxy
 - 4. Manholes and Lift Stations, Field Applied
 - Raven 405
 - Hydro-Pox GL 212
 - Elastuff 120 hydrophobic Polyurethane Elastomer with Uni-Tile Sealer
- D. Polyurethane
 - Tnemec Series 1075
 - Carboline 134 HS VOC
 - Devco 379H
- E. Bituminous Mastic Epoxy
 - Carboline 300M
 - Tnemec Series 46H413
 - Rust-Oleum Devco Devtar SA
- F. Acrylic Primer
 - International Intercryl 520
 - Tnemec Series 26 TyCRYL
 - Rust-Oleum Devco Devflex 4020
- G. Acrylic Polymer
 - Tnemec Series 1029

1.06 PAINT SCHEDULE

- A. Aboveground or exposed facilities shall be color-coded per APWA Uniform Color Code for domestic water, recycled water facilities, or wastewater facilities.
- B. Domestic Water System
 - 1. Piping and Equipment: Safety Blue
 - 2. Public Fire Hydrants: Safety Yellow, unless different color is required by local fire jurisdiction. Comply with fire jurisdiction.
 - 3. Private Fire System: Safety Red
 - 4. Guard Posts / Bollards: Safety Yellow
- C. Sewer System
 - 1. Lift Station Piping and Equipment: Safety Green
- D. Recycled Water Facilities: Safety Purple
- E. Pump Building: Acrylic polymer. Match existing color

1.07 PERMITS

- A. All work shall conform to the specifications and requirements of the State of California Department of Transportation, the County, the city having jurisdiction, or and other agencies involved. The contractor shall keep a copy of all the required permits in the job site and comply with all the terms and conditions of said permits.

PART 2 - MATERIALS

2.01 ZINC PRIMER

- A. All primer shall contain not less than 79.60% zinc in dry film.
- B. Primer shall be of a different color than the outer coating.

2.02 BITUMINOUS MASTIC

- A. Bituminous mastic shall be coal-tar pitch based.
- B. Bituminous mastic shall have a minimum of 68% solids by volume.

2.03 EPOXY COATING FOR WATER SYSTEM

- A. Epoxy shall meet current local air quality standards and shall not be less than 65% solids.
- B. All coatings and pigments to be used on domestic water services shall have NSF approval for use with domestic water.

2.04 EPOXY COATING FOR WASTEWATER SYSTEM

- A. Epoxy shall meet current local air quality standards and shall be 100% solids.

- B. All coatings and pigments to be used on wastewater services shall be designed for prolonged exposure to hydrogen sulfides.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A. Do not sandblast or prepare more surface area than can be coated in one day. Remove all sharp edges, burrs, and weld spatter. Do not sandblast epoxy-coated pipe that has already been factory coated.
- B. Surface preparation shall conform with the SSPC specifications as described below:

Solvent Cleaning	SP-1
Hand Tool Cleaning	SP-2
Power Tool Cleaning	SP-3
White Metal Blast Cleaning	SP-5
Commercial Blast Cleaning	SP-6
Brush-Off Blast Cleaning	SP-7
Pickling	SP-8
Near-White Blast Cleaning	SP-10
- C. Wherever the words “solvent cleaning,” “hand tool cleaning,” “wire brushing,” or “blast cleaning” or similar words are used in these specifications or in paint manufacturer’s specifications, they shall be understood to refer to the applicable SSPC (Steel Structure Painting Council, Surface Preparation Specifications, ANSI A159.1) specifications listed above.

3.02 PAINTING SYSTEMS

- A. All materials of a specified painting system, including primer, intermediate, and finish coats, shall be produced by the same manufacturer. Thinners, cleaners, driers, and other additives shall be as recommended by the paint manufacturer for the particular coating system.
- B. Deliver all paints to the job site in the original, unopened containers.

3.03 SURFACES NOT TO BE COATED

- A. The following surfaces shall not be painted and shall be protected during the painting of adjacent areas:
 1. Mortar-coated pipe and fittings
 2. Stainless steel
 3. Metal letters
 4. Nameplates
 5. Grease fittings
 6. Brass and copper, submerged
 7. Buried pipe, unless specifically required in the piping specifications

8. Bronze meters and strainers

3.04 PROTECTION OF SURFACES NOT TO BE PAINTED

- A. Remove, mask, or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process. Mask openings in motors to prevent paint and other materials from entering the motors.

3.05 FIELD TOUCH UP OF MANUFACTURER-APPLIED PRIME COATS

- A. Surfaces that are primed at the place of manufacture shall receive a field touch-up of organic zinc primer to cover all scratches or abraded areas.

3.06 EPOXY COATING OF METAL

- A. Only those metal surfaces specifically called out shall be epoxy coated.
- B. Epoxy lining and coating of valves shall be per AWWA C550. All valves shall be lined and coated by manufacturer.
- C. Surfaces to be epoxy coated shall follow the surface preparation requirements as recommended by the manufacturer.
- D. Surfaces shall be coated with organic zinc primer to a dry film thickness of 3 mils.
- E. Apply two coats of epoxy paint (4 mils each) to the primed surface. The manufacturer's recommended drying time between coats shall be followed.
- F. Prepare multiple-component coatings using all of the contents of the container for each component as packaged by the paint manufacturer. Do not use partial batches. Do not use multiple-component coatings that have been mixed beyond their pot life. Provide small quantity kits for touch up painting and for painting other small areas. Mix only the components specified and furnished by the paint manufacturer. Do not intermix additional components for reasons of color or otherwise, even within the same generic type of coating.

3.07 EPOXY COATING OF CONCRETE AND MASONRY

- A. Only those concrete surfaces specifically called out shall be epoxy coated.
- B. Surfaces to be epoxy coated shall follow the surface preparation requirements as recommended by the manufacturer.
- C. Apply one or more coats of epoxy paint as needed to achieve a uniform coating thickness of 70 mils, minimum. The manufacturer's recommended drying time between coats shall be followed.
- D. Prepare multiple-component coatings using all of the contents of the container for each component as packaged by the paint manufacturer. Do not use partial batches. Do not

use multiple-component coatings that have been mixed beyond their pot life. Provide small quantity kits for touch up painting and for painting other small areas. Mix only the components specified and furnished by the paint manufacturer. Do not intermix additional components for reasons of color or otherwise, even within the same generic type of coating.

3.08 DRY-FILM THICKNESS TESTING

- A. Measure coating thickness specified for metal surfaces with a majestic-type dry-film thickness gage. Test the finish coat (except zinc primer and galvanizing) for holidays and discontinuities with an electrical holiday detector, low-voltage, wet-sponge type. Measuring equipment shall be provided by the contractor. Provide detector as manufactured by Tinker and Rasor or K-D Bird Dog. Provide dry-film thickness gage as manufactured by Mikrotest or Elcometer. Check each coat for the correct dry-film thickness. Do not measure within eight hours after application of the coating.
- B. If the item has an improper finish color or insufficient film thickness, the surface shall be cleaned and topcoated with the specified paint material to obtain the specified color and coverage. Visible areas of chipped, peeled, or abraded paint shall then be primed and finish coated in accordance with the specifications. Work shall be free of runs, bridges, shiners, laps, or other imperfections.

3.09 WARRANTY INSPECTION

- A. Warranty inspections shall be conducted during the eleventh (11th) month following completion of all coating work. Personnel present during the pre-construction meeting shall be present at this inspection. All defective work shall be repaired per the approved work plan as submitted by the contractor.

END OF SECTION

SECTION 099700

WATER STORAGE TANK COATING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes removing existing coatings, surface preparation, priming, and field coating for interior and exterior surfaces of the Municipal Water Tanks.
- B. Work under this contract consists of:
 - 1. Fully recoating the exterior of the water tank roofs and all external appurtenances, nominal tank dimensions 39-ft tall and diameter 48-ft.
 - 2. Spot painting the tank exterior walls to repair corrosion and coating damage due to welding repairs. The existing exterior coating is Themec Dry Fall Acrylic.
 - 3. Spot painting the tank interior to repair corrosion and coating damage due to welding repairs. The existing interior coating is Themec Epoxy.
- C. Inspection reports of the existing coatings are provided in Volume 3 of the Project Documents.

1.02 GOVERNING COATING STANDARDS

- A. Steel Structures Painting Council:
 - 1. SSPC-Vol. 1—Steel Structures Painting Manual, Good Painting Practice
 - 2. SSPC-Vol. 2—Steel Structures Painting Manual, Systems and Specification
 - 3. SSPC-SP 1—Solvent Cleaning
 - 4. SSPC-SP 2—Hand Tool Cleaning
 - 5. SSPC-SP 3—Power Tool Cleaning
 - 6. SSPC-SP 5—White Metal Blast Cleaning
 - 7. SSPC-SP 7—Brush-Off Blast Cleaning
 - 8. SSPC-SP 10—Near White Blast Cleaning
 - 9. SSPC-SP 11—Power Tool Cleaning to Bare Metal
 - 10. SSPC-AB 1—Mineral and Slag Abrasives
 - 11. SSPC-PA 1—Shop, Field and Maintenance Painting
 - 12. SSPC-PA Guide 11—Edge Protection by Stripe Coating
 - 13. SSPC-Guide 12—Illumination of Painting Projects
 - 14. SSPC-Guide 17—Developing a Contractor Safety Program
 - 15. SSPC-VIS-1—Visual Standard for Abrasive Blast Cleaned Steel
 - 16. SSPC-VIS-3—Visual Standard for Power & Hand-Tool Cleaned Steel
- B. American Water Works Association
 - 1. AWWA D102—Standard for Painting Steel Water-Storage Tanks
 - 2. AWWA C652—Disinfection of Water Storage Facilities

- C. Other Organizations
 - 1. ISO-8502-3—Preparation of Steel Substrates (Class 2)
 - 2. ANSI/NSF Standard 61
 - 3. All applicable State and Federal OSHA safety standards

1.03 QUALIFICATIONS

- A. The Contractor shall provide evidence of regular engagement in application of similar coatings for at least five years prior to commencement of this work. The Contractor shall provide a certification from the manufacture that the Contractor has been certified for the past five years prior to this project in the application of 100% solid epoxies for potable water service.
- B. The Contractor shall certify in writing that foremen and workers on-site shall be experienced and knowledgeable in preparation for and application of 100% solids NSF epoxy coatings and plural component application equipment.
- C. The Contractor shall provide written evidence to the Owner that the Contractor has a minimum of five years of experience in the painting of potable water storage tanks and a current list of water tank painting projects for the past five years (five minimum).

1.04 QUALITY ASSURANCE

- A. The Contractor's workmanship shall conform to standards and recommendations of SSPS Vol. 1, especially Chapters 5.1 and 6.
- B. The Owner may use any testing method deemed necessary by the Owner's Coating Inspector to verify quality of work. The Owner may, but is not required to, monitor the quality of work pursuant to this section.
- C. The Contractor shall ensure proper materials handling and use, including: all coating materials are labeled and used in accordance with SSPC-PA 1, Paragraphs 5.1.1 thru 5.1.5, except all coating system materials without a stated shelf life shall be delivered and used within six months of the date of manufacture; and certification, from any source, that the coating system materials are still suitable for use beyond the stated shelf life or beyond the six month period specified above will not be accepted. All equipment and materials shall be stored in a secured ventilated container.
- D. The Contractor shall perform the necessary quality assurance in accordance with an approved plan. The Contractor will supply all inspection equipment. The Owner reserves the right to use their equipment at any time.
- E. The Contractor shall notify the Owner in advance (48 hours minimum) of all surface preparation or paint application in order to perform a preliminary examination and provide acceptance of the surface preparation and each coat prior to application of the next coat.
- F. The Contractor shall comply with the following conditions in collection and analysis of wastes:
 - 1. All testing of spent abrasive blast media and removed coating materials to classify these wastes as hazardous or non-hazardous shall be performed by a laboratory that

complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.

2. Any Laboratory performing analysis shall provide for comparison to TTLC, STLC, TCLP limits, and RCA limits, and to all other applicable regulatory limits. Laboratory shall retain samples at least ninety (90) calendar days after all analyses are complete.
 3. The Contractor shall ensure collection of as many representative samples as required by the representative of the disposal facility, but not less than 4 total.
 4. The Contractor shall ensure the following: each sample shall have an identifying sample number assigned when the sample is taken; each sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample; each sample shall have a sampling chain of custody; and, each chain of custody show the name and organization of each person having custody of the sample, and also show the sample number, job name and location, time of day and date sample was taken, material sampled, and tests to be performed.
 5. The Contractor shall notify the Owner at least 24 hours prior to sampling collection for the purpose of Owner verification of samples collected.
- G. The Contractor shall, at no cost to the Owner, provide a qualified technical representative of the coating system manufacturer at the job-site as required by the Owner to resolve problems related to the coating system or the application of the system.

1.05 SAFETY

- A. The Contractor shall comply with all Federal, State, and Local applicable safety regulations and requirements. All scaffolding shall be equipped with interior stairways. No exterior ladders will be allowed.
- B. The Contractor shall submit a notarized letter signed by a principal officer certifying the Contractor fully complies with the California Code of Safety Regulations and the Federal Code of Regulations pertaining to the scope of this project, but not limited to the following; as well as any other applicable orders, codes, ordinances, or laws, State, Federal, and Local. (GISO-General Industry Safety Orders, CSO-Construction Safety Orders, CFR-Code of Federal Regulations).
- C. Should vents, holes, rigging attachments, or any other modification, cutting, or welding be required to meet safety standards, they may be accomplished at the expense of the Contractor upon submitting of details in writing to, and with subsequent approval by the Owner.

1.06 CONTRACTOR SUBMITTALS

- A. The Contractor shall submit color charts for all finish paint materials, and product data sheets and material safety data sheets for all paint materials specified.
- B. The Contractor shall provide a separate submittal for each material to be used in the work. At a minimum provide submittals for Abrasive materials, Paint systems, Thinners, and any other additives
- C. The Contractor shall submit the manufacturers latest written product data sheets on each product to be used, and current manufacturer's safety data sheets (M.S.D.S.) on all

materials to be used in the surface and coating operations including abrasives, thinners, cleaning fluids, and solvents.

- D. The Contractor shall include the following data in the interior coating system submittal:
 - 1. Weight in pounds/gallon – ASTM D-2196
 - 2. % solids by volume – ASTM D-2369
 - 3. Percent solids by weight – ASTM D-2369
 - 4. Air cure dry time to re-coat – ASTM D-1640
 - 5. Minimum adhesion to steel substrate –ASTM D-4541 using a type II instrument (minimum acceptable adhesion shall be 800 p.s.i.)
 - 6. Adhesion between coats – ASTM D-4541
 - 7. Manufacturer's batch numbers and dates of manufacture for materials to be furnished as part of this project.
 - 8. Letter from dehumidification manufacturer for materials to be furnished as part of this project.
- E. The Contractor shall include technical data documenting that the material to be provided complies with these specifications. Submittals will not be accepted until all requirements of this specification have been confirmed.
- F. The Contractor shall include the following data in the manufacturer's recommended handling and installation instructions for the proposed paint system submittal:
 - 1. Storage – including maximum and minimum storage temperatures
 - 2. Surface preparation
 - 3. Coating repair
 - 4. Application equipment
 - 5. Mixing and application of coating system – including a table of minimum and maximum time to re-coat as a function of temperature
 - 6. Curing – including curing time required before holiday testing, and curing time required before immersion as function of temperature and coating thickness. Minimum and maximum re-coat times.
 - 7. Acceptable temperatures at the time of application.
- G. The Contractor shall provide separate submittals for:
 - 1. Ventilation and Containment System
 - 2. Health and Safety Plan.
 - 3. Fire Safety Plan
- H. The Contractor shall include the following data in the equipment submittal:
 - 1. Details of vacuum system for removing dust and abrasive from abrasive blast cleaned surfaces; and,
 - 2. The manufacturer's latest written operation instructions including recommendations for air filter maintenance and change interval for air compressors used for work.
- I. The Contractor shall include the following data in the report submittal:
 - 1. Actual weight of blast cleaning abrasive used for field abrasive blast cleaning, submitted within 24 hours after blasting is completed.

2. Quantity of coating material used for each coat, submitted within 24 hours after completion of each coat.
 3. Name of laboratories proposed to be used to test wastes and tanks water prior to testing any materials.
 4. Laboratory test results for representative waste samples prior to removing any waste materials from the job site. At a minimum, the samples shall be tested for total concentrations of the 17 metals identified in Title 22, for comparison to Total Threshold Limit Concentrations (TTLC) values. The California Waste Extraction Test (WET) shall be performed for each analyte of each sample for which the total concentration exceeds 10 times the STLC value, if any, as specified in Title 22. Toxic Characteristic Leaching Procedure (TCLP) testing shall be performed for each analyte of each sample for which the total concentration exceeds 20 times the TCLP values, if any, specified in the Federal Resource Conservation and Recovery Act. Reactivity, corrosively, and Ignitability testing shall be performed as required by Title 22 and/or the Owner or representative of the disposal facility.
 5. Receipts from disposal site for all wastes. Receipts shall identify disposed material and source, show quantity of disposed material in tons or cubic yards, and show method used for final disposition as buried, incinerated, and chemically treated and/or other means.
 6. Quantity of thinner used for each coat and total amount used.
- J. The Contractor shall include the following data in the disposal plan submittal:
1. Certification that the materials disposal plan complies with all applicable requirements of: the Federal Resource Conservation and Recovery Act; Title 22 and Title 26 of the California Administrative Code; and other applicable regulations of local, state and federal agencies having jurisdiction over the disposal of spent abrasive blast media, removed coating materials, and other waste, whether hazardous or non-hazardous.
 2. The name and Environmental Laboratory Accreditation Program Certificate number of laboratory that will sample and test spent abrasive blast media and removed coating materials. Include statement of the laboratory's certified testing areas and analyses that the laboratory is qualified to perform.
 3. Written permission to dispose of material from disposal site representative. Include name, address, and telephone number of disposal site and of representative.
 4. The Owner shall provide written acceptance of the disposal plan prior to disposal of any wastes.
 5. Ambient Air Quality Program. The Contractor shall prepare a written program for air monitoring at the project site to confirm that dust emissions do not exceed the specified criteria. The following shall be addressed:
 - a. The Contractor shall monitor emissions of particulate matter equal to or greater than 10 micrometers in aerodynamic size (PM 10) in accordance with 40 CFR 50. The type and number of samplers to be used, their proposed locations, provisions for background monitoring, and the duration of testing shall be provided.
 - b. Observations that will be made to verify that the visible emissions criteria of this specification are not exceeded in accordance with 40 CFR 60.

1.07 EXTRA PAINT

- A. Upon completion of the project, Contractor shall provide the Owner with six (6) unopened, labeled, one-gallon touch-up paint kits. This shall include two (2) gallons each

of interior finish color, exterior finish color, and specified touch-up primer. Include the cost of this item in the related coating work.

PART 2 - PRODUCTS

2.01 GENERAL

A. Definitions.

1. The terms "paint", "coatings" and "finishes" as used herein, shall include surface treatments, emulsions, enamels, paints, epoxy resins, and all other protective coatings, excepting galvanizing or anodizing, whether used as a pretreatment, primer, intermediate coat, or finish coat.
2. The term "DFT" means minimum dry film thickness.

B. Painting and coating materials shall be sealed in containers that plainly show the designated name, formula, or specification number, color, date of manufacture, manufacturer's directions, and name of manufacturer, all of which shall be plainly legible at the time of use.

C. Manufacturers. Products shall be standard products produced by recognized manufacturers who are regularly engaged in production of such materials for essentially identical service conditions. Where requested, the Contractor shall provide the names of not less than 10 successful applications of the proposed manufacturer's products demonstrating compliance with this specification requirement.

D. Substitutions. Use of manufacturer's name and brand is for the purpose of establishing the standard of quality. Materials by other manufacturers are acceptable provided that they are established as being compatible with and of equal quality to the coatings of the companies listed. The Contractor shall provide satisfactory documentation from the firm manufacturing the proposed material that said material meets the specified requirements and is equivalent or better than the listed materials.

E. Interior coatings shall comply with ANSI/NSF Standard 61. The approval of interior coatings and sealers shall be based on written certification of compliance. Manufacturer's published data shall be submitted concerning transportation, storage, mixing, thinning, pot life, application, curing etc.

F. Unless otherwise approved by the Engineer in writing, all coatings applied under a single system shall be compatible materials from a single manufacturer.

2.02 FACTORY MIXING

- #### **A. To the maximum extent practicable and, unless otherwise approved by the Engineer, each paint shall be factory-mixed to the specified color, gloss, and consistency required for application.**

2.03 MATERIALS LIST

- #### **A. All materials shall be of the following grades or brands, or equals, in each case:**

COATINGS:

<u>Symbol</u>	<u>Generic Group</u>	<u>Trade Name</u>
C1	Epoxy	Tnemec Series V140F, Carboline 891, Devoe Bar-Rust 233H
C2	Epoxy	Tnemec N69, Carboline Carboguard 890, Devoe Bar-Rust 231
C3	Zinc Rich Primer	Tnemec 91-H2O, Carboline Carbozinc 859, Devoe Catha-Coat 302H
C4	Polyurethane	Tnemec Series 1075, Carboline 133VOC, Devoe Devthane 378H
C5	100% Solids Epoxy	Tnemec Series 100, Carboline Plasite 4500, Devoe Devran 133
C6	Epoxy	Tnemec N69, Carboline Carboguard 954HB, Devoe Devran 203WB

2.04 PAINTING SCHEDULE

- A. All painting specified herein shall conform to the following schedule of finishes, number of coats, and pretreatment requirements. All paint materials listed are keyed to the identifying numbers listed under "Materials List," herein. Colors to be selected from manufacturer's standard range.

<u>Item</u>	<u>1st Coat</u>	<u>2nd Coat</u>	<u>3rd Coat</u>	<u>Surface Preparation</u>
Tank Interior (including the exposed surfaces of all piping, fittings and misc. ferrous metal within tank, excluding the tank floor)	C1 (5-6 mils)	C1 (5-6 mils)	C1 (5-6 mils)	SSPC-SP10
	Total System: 15.0 mils DFT min, 20.0 mils DFT max			
Tank Interior floor	C5 (20 mils)	N/A	N/A	SSPC-SP10
	Total System: 20.0 mils DFT minimum			
Tank Exterior Shell (including all items attached to tank)	C2 (3-5 mils) Spot prime	C2 (3-5 mils) Full prime	C4 (2-3 mils) Full Finish	SSPC-SP3
	Total System: 8.0 to 14.0 mils DFT minimum			
Tank Exterior Roof (including all appurtenances)	C2 (3-5 mils) Spot prime	C2 (3-5 mils) Full prime	C4 (2-3 mils) Full Finish	SSPC-SP11
	Total System: 8.0 mils DFT minimum			
Exposed ferrous metal, non-galvanized surfaces indoors, outdoors and within valve	C2 (3-5 mils) Spot prime	C2 (4-6 mils) Full prime	C4 (2-3 mils) Full finish	SSPC-SP3

<u>Item</u>	<u>1st Coat</u>	<u>2nd Coat</u>	<u>3rd Coat</u>	<u>Surface Preparation</u>
vaults, except surfaces listed separately	Total System: 9.0 to 14.0 mils DFT minimum			
Ferrous metal surfaces submerged or intermittently submerged in water, utility water and/or interior and exterior surfaces of submersible pumps	C2 (4-6 mils)	C2 (4-6 mils)	N/A	SSPC-SP10
	Total System: 10.0 mils DFT minimum			
Galvanized steel and non-ferrous metal surfaces	C6 (3-5 mils)	C4 (2-3 mils)	N/A	Per Manufacturer
	Total System: 6.0 mils DFT minimum			

2.05 ABRASIVES

- A. The Contractor shall use abrasive grit for field blast cleaning conforming to the following:
1. Produce a surface profile of 3.5 to 4.5 mils (100% solids epoxy) for the floor, shell, roof supports, ladder, and overflow.
 2. Produce a surface profile of 1.5 to 2.5 mils (Thin film epoxy) for the roof plates, rafters and down onto the shell 1 foot.
 3. New, clean and free of contaminants, and containing no hazardous materials.
 4. Certified by California Air Resources Board, Executive Order G-565.
 5. Conform to all applicable requirements of the Monterey Bay Air Resources District.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. The Contractor must strictly follow the coating manufacturer's recommendations for cleaning and application unless specified otherwise. Any deviation from printed literature must be approved in writing by the manufacturer prior to starting alternate procedures.
- B. Coverage Rates. In no case shall paint application exceed the paint manufacturer's published coverage rate based upon un-thinned material. If the paint has been extended beyond the recommended coverage, the "hide" produced is inadequate or the minimum dry mil thickness has not been achieved as required, the Contractor shall apply one or more additional coats as determined by the Engineer at no additional cost to Owner. The manufacturer's recommended amount of thinner shall not be exceeded. Unless otherwise approved, finish coat material shall be applied as taken from manufacturer's container.
- C. Protection of surfaces not to be coated. All hardware, machined surfaces, nameplates, soil, plant materials and other surfaces not to be coated shall be removed, masked or otherwise protected during surface preparation, cleaning, and coating operations. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of all mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors shall be masked to prevent entry of coating or other materials.

- D. Barricades. The Contractor shall maintain barricades and wet paint signs for duration of period needed.
- E. Scaffolds. The Contractor shall provide and transfer scaffolds, staging, and planking as necessary for proper performance of work.
- F. The Contractor shall conduct all operations so as to confine abrasive blasting debris and coating or paint overspray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of application operations, including excess noise levels. The Contractor shall comply with the City of Seaside noise regulations, as detailed in the Seaside General Plan and the City Municipal Code. Any complaints received by the Owner relating to any such potential off-site problems will be immediately delivered to the Contractor. The Contractor shall immediately stop blast cleaning or application work and shall take corrective action required to mitigate any such problems. All costs for protection of off-site properties and/or correction of damage to property as a result of blast cleaning or application operations shall be borne directly by the Contractor at no additional expense to the Owner.

3.02 STORAGE, MIXING AND THINNING OF MATERIALS

- A. Manufacturer's Recommendations. Unless otherwise specified herein, the coating manufacturer's printed recommendations and instructions for thinning, mixing, handling, applying, and protecting its coating materials, for preparation of surfaces for coating, and for all other procedures relative to coating shall be strictly observed. The Contractor shall supply the Engineer with copies of each manufacturer's instructions.
- B. All protective coating materials shall be used within the manufacturer's recommended shelf life.
- C. Storage and Mixing. Coating materials shall be protected from exposure to cold weather, and shall be thoroughly stirred, strained, and kept at a uniform consistency during application. Coatings of different manufacturers shall not be mixed together. Materials will cannot be used that have been stored over the manufacturer's recommended shelf life.
- D. The Contractor shall certify in writing that shop primed steel that was waived from inspection was properly cleaned, sand blasted, primed and coated according to the requirements of these specifications. The Contractor shall also note the day the coating was applied for each piece of steel.

3.03 EQUIPMENT

- A. All equipment, (compressor, sand pots and paint pumps, etc.) shall be in good operating condition and of sufficient capacity to provide satisfactory results for cleaning and painting.
- B. Spray equipment and tip size shall be used as recommended in the paint manufacturer's instructions.
- C. Compressed air for blasting and painting shall be free from detrimental amounts of water or oil. Adequate traps and/or dryers shall be provided.

- D. Adequate lighting shall be provided inside the tank to properly allow for safety, workmanship and inspection. Lighting requirements shall meet the minimum requirements of SSPC Guide No. 12 “Guide for Illumination of Industrial Painting Projects”
- E. Air hoods, respirators and proper and sufficient ventilation shall be provided during blasting, painting and curing.
- F. Contractor must have sufficient explosion proof ventilation equipment to properly and efficiently expel dust and paint fumes out of unit to prevent injury to workmen or the accumulation of volatile gases.
- G. Contractor shall have available at the site, all inspection and measuring equipment such as wet and dry film thickness gages, wet-bulb, dry-bulb measuring equipment, steel temperature measuring equipment, holiday detector equipment, etc., as required by this Specification.

3.04 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall deliver materials as follows:
 - 1. Delivery of abrasive grit shall be in original moisture-proof bags or airtight bulk containers. Abrasives shall not be reused.
 - 2. Delivery of coating system materials shall be in original, unopened containers with seals unbroken and labels intact. Labels shall identify type of material, color, and batch number. No material shall exceed six months from the original batch manufacturing date.
- B. The Contractor shall store materials as follows:
 - 1. Store materials in a single, approved location.
 - 2. Store coating system materials in enclosed and ventilated structures, and maintain temperature inside the structure within the temperature range recommended by the manufacturer.
 - 3. Keep storage location clean, neat, and free of fire hazards.
 - 4. All operating equipment shall be placed into secondary containment to prevent accidental spills.
- C. The Contractor shall handle materials as follows:
 - 1. Avoid spilling thinners, solvents, paint products or other materials that contain toxic substances. All compressors and operating equipment shall be placed in secondary containment. All sewer or site drains shall be covered.
 - 2. Remove discarded thinners, solvents, and paint products from the job-site daily.

3.05 HAZARDOUS SUBSTANCES

- A. The Contractor shall exercise extreme care when handling or disposing of materials or substances listed in Section 8-339 of Division 4 (California Code of Occupational Safety and Health Regulations) of Title 26 (Toxics) of the California Code of Regulations, or as evidenced by the M.S.D.S.

- B. The Contractor shall immediately notify the Owner of any spill of material that is a hazardous substance in accordance with the appropriate jurisdiction.

3.06 DUST/OVER-SPRAY CONTROL

- A. The Contractor shall provide full containment for the coating and surface preparation operations to prevent damage or nuisance to property or persons.
- B. The Contractor shall be solely responsible for all claims resulting from dust and overspray control from the coating and surface preparation operations or any damage or nuisance to property or persons.

3.07 ENVIRONMENTAL CONDITIONS

- A. The Contractor shall not apply coating when the metal temperature is less than five degrees above the dew point. Also, the metal temperature must be on the rise for a minimum of six hours prior to applying a new coat.
- B. The Contractor shall apply coatings only when conditions are within the limits prescribed by the manufacturer and shall not apply coatings when the following conditions exist:
 - 1. Metal temperature is less than 60°F.
 - 2. Relative humidity is greater than 45 percent.

3.08 PREPARATION – INTERIOR SURFACES

- A. General. The Contractor shall properly prepare surfaces to receive finishes as indicated and specified.
- B. All surface preparation shall conform to the surface preparation specifications set forth in the latest revision of the Steel Structures Painting Councils “Steel Structures Painting Manual, Volume 2, Systems and Specifications,” at the time of bidding or as specified herein.
- C. Field blast cleaning for all surfaces shall be dry method unless otherwise directed. Contractor is responsible for maintaining dust emissions within the legal level and that level which would not create a nuisance.
- D. Abrasive used in blast cleaning operations shall be new:
 - 1. New, clean and free of contaminants, and containing no hazardous materials.
 - 2. Certified by California Air Resources Board (CARB).
 - 3. Conform to all applicable requirements of the local air district.
- E. During blast cleaning operations, inlet, outlet, overflow and drain openings shall be covered with approved barriers to prevent entry of spent abrasive or other foreign materials.
- F. Blast cleaned surfaces shall be cleaned prior to applications of specified coatings by a combination of blowing with clean, dry air, brushing/brooming and/or vacuuming or as directed by the Engineer. All dust and residual particles of the cleaning operation must be removed.

3.09 EXTERIOR SURFACE PREPARATION

- A. Exterior coatings may contain lead and be considered a hazardous waste when removed. Existing coating removal shall be performed in accordance with CFR 1926 regulations. Removal of any coating shall be done with power tools have HEPA filters and vacuums attached. The release of ANY omissions for the surface preparation process will not be allowed.
- B. Roof surfaces showing advanced corrosion and patch repairs shall be power tool cleaned as per SSPC-SP11. Areas exhibiting metal loss shall be examined to determine the best repair method to use. Repairs can range from epoxy putty in small areas to welding coupons in areas of advanced corrosion and metal loss. All areas of loose paint will be hand tool cleaned as per SSPC-SP2 or power tool cleaned as per SSPC-SP3
- C. Small areas of localized coating breakdown are evident around both tank shells. These areas shall be cleaned in accordance with SSPC-SP11. The spot repairs of exterior surfaces shall be sanded with D/A sanders as per SSPC-SP3.
- D. All areas cleaned down to bare metal shall receive a spot prime application of epoxy mastic to a thickness of 3-4 mils.
- E. All surfaces shall be high pressure washed with a minimum of 3000 psi.
- F. A full intermediate coat of epoxy to a thickness of 3-4 mils shall be applied immediately following the pressure washing operation.
- G. A full finish coat of Coating system C4 shall be applied to all exterior surfaces.

3.10 APPLICATION

- A. General. Paint shall not be applied in extreme heat, nor in dust or smoke laden air, nor in damp or humid weather. No coatings or paint shall be applied over damp or moist surfaces.
- B. The Coating Contractor shall inspect the welds and accept them in writing to ensure that they are properly prepared and acceptable for painting. All weld slag and spatter shall be removed prior to coating.
- C. All welds, inside corners, nuts, bolts, flanges, edges, angles and irregular surfaces shall receive one brush coat of specified primer adequately thinned so it will flow into crevices and openings. The brush coat of all interior welds shall be a separate singular and distinct operation prior to spray application of the first complete coat. Spray application of this stripe coat and back brushing will be allowed. A second stripe coat shall be applied between the first and second complete coats. The second stripe coat shall be the same contrasting color as the second complete coat.
- D. Coatings shall be applied in accordance with the manufacturer's instructions and recommendations, and this Section, whichever has the most stringent requirements. Drying times shall be not less than called for in manufacturer's printed instructions.
- E. The color of alternate coats shall provide a contrast to assist in obtaining complete coverage.

- F. It is imperative that the coating manufacturers recommended recoat times be strictly followed. Any deviation from printed literature must be approved in writing by the manufacturer prior to starting alternate procedures. If minimum/maximum recoat times are not stated in the coating manufacturer's standard product literature, the Contractor must supply such information to the Engineer prior to starting or any painting or coating application. Or, the Contractor shall submit a written statement from the coating manufacturer if limitations for recoat times do not apply to coating specified on this project.
- G. Spray painting shall be conducted under controlled conditions, and the Contractor shall be fully responsible for any damage to adjacent work or adjoining property occurring from spray painting.
- H. Each coat will be inspected by the Engineer prior to application of the next coat. Areas found to contain runs, overspray, roughness, or other signs of improper application shall be repaired in accordance with the Engineer's instructions. Any coating found to be in excess of the manufacturer's maximum dry film thickness or exceeding NSF approved dry film thickness shall be removed and reapplied at the Contractor's expense.
- I. Holiday testing shall be performed prior to application of aluminum or metallic finish coats. Non-destructive holiday detectors shall not exceed 67 1/2 volts nor shall destructive holiday detectors exceed the voltage recommended by the manufacturer of the coating system. For thickness between 10 and 20 mils, a non-sudsing type wetting agent, such as Kodak Photo-Flo shall be added to the water prior to wetting the detection sponge.
- J. All pinholes in prime coats shall be marked, sanded to base metal, reprimed in accordance with the coating manufacturer's recommendations and retested prior to the application of the next coat. No pinholes or other irregularities will be permitted in the prime coating system. Holiday detection will be conducted on all finished interior surfaces including the interior ceiling. Exterior surfaces shall not be spark tested.
- K. All pinholes or holidays shall be marked and repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.
- L. Blast cleaned ferrous metal surfaces shall be painted before any rusting or other deterioration of the surface occurs. Dehumidification is required for all interior surface preparation, coating application and complete cure cycle. A minimum dew point spread of 17 degrees is required 24 hours per day for the duration of the interior portion of the contract.
- M. If the dry film thickness of individual coats exceeds the maximum dry film thickness per the manufacturer's recommendations, the coating shall be removed by abrasive blasting. All costs for repairs shall be borne by the Contractor.
- N. Materials which will be joined so closely that proper surface preparation and application are not possible shall be coated prior to assembly or installation.
- O. Dry coating thickness shall be measured in accordance with SSPC – PA 2.

- P. Finish coats, including touch-up and damage repair coats shall be applied in a manner that will present a uniform texture and color-matched appearance.

3.11 DEHUMIDIFICATION

- A. In the case of enclosed areas, the Contractor shall provide ventilation, dehumidification and heating equipment for the coating system. Such equipment shall be of a capacity deemed appropriate by the manufacturer to permit unrestricted production through project duration. The dehumidification equipment shall be used to control the environment within the tanks 24 hours per day during blast cleaning, coating application and shall remain in operation for at least 96 hours after the final finish coat application. Heat alone is not a substitute for dehumidification. Such equipment costs shall be borne by the Contractor and shall be on the job site location from the first day of production until the last. The use of heaters is not a substitute for dehumidification equipment.
- B. During blasting operation, dehumidification equipment shall maintain a dew point temperature separation of 15° F above the surface temperature and internal relative humidity less than or equal to 35 per cent at the surface. If the dew point falls below the 15 degree limit for more than 8 hours, all bare blasted areas shall be reblasted prior to prime coat application. For most coatings, the above parameters will be optimum for coating application and cure. However, the manufacturer's recommendations shall be followed if they are more stringent.
- C. Dehumidification equipment shall be capable of delivering air with a maximum relative humidity of 11 percent. The minimum ventilation capacity shall be two (2) tank volume air changes per hour to permit unrestricted application through the duration of the coating, but higher if necessary to maintain proper environmental conditions.
- D. Dehumidification and temperature equipment shall be capable of depressing the dew point in the tank 10 degrees below ambient air temperature within 20 minutes.
- E. When using propane reactivated dehumidifiers, all local fire departments shall be notified and operations shall adhere to the local fire codes. All necessary permits shall be obtained as required by the various agencies at the Contractor's expense.
- F. Maintain a slight positive pressure within the tank unless dust from the blasting operation is hazardous. If it is necessary to filter the air escaping the space, the filtration system must be designed so that it does not interfere with the dehumidification equipment's ability to control the dew point and relative humidity within the tank.
- G. Monitoring. Provide and maintain a record of inside air dry bulb temperature, inside air dew point temperature, inside air humidity, surface temperature, outside dry bulb temperature, outside dew point temperature, outside air humidity, and equipment run times at 1 hour intervals throughout the required dehumidification and temperature control period. Place the chart recorders or data loggers to monitor temperature on the tank's interior. A minimum of one chart recorder is required for the exterior. Daily recorded temperature and humidity conditions will be delivered to the Engineer every morning for the previous 24 hours. Daily records shall be mandatory while the dehumidification and temperature control equipment is operating. Contractor shall monitor roof vent air constituents in compliance with MBARD Standards.

- H. Dehumidifiers shall be a solid desiccant design having a single rotary desiccant wheel capable of fully automatic continuous operation as manufactured by Cargoair Corp. or approved equal. No liquid, granular or loose lithium chloride drying systems will be accepted.
- I. All equipment associated with the operation of the dehumidification equipment shall have a maximum allowable noise level of 76 decibels at a distance of 10 feet. All equipment must comply with City of Seaside noise regulations at property limits.
- J. The Contractor shall ensure cleaning of dehumidification filters prior to start of dehumidification and weekly cleaning thereafter.

3.12 ADJUSTMENT AND CLEANING

- A. General. The Contractor shall make a detailed inspection of paint finishes after painting work has been completed, and shall carefully remove splatterings of paint material from adjoining work of others and shall correct any damage thereto that may be caused by such cleaning operations. The Contractor shall carefully touch-up all abraded, stained, or otherwise disfigured painting work and shall leave the entire painting work in first-class condition.
- B. All damage to adjacent surfaces or facilities resulting from the work performed under the contract shall be cleaned, repaired or refinished to the satisfaction of the Engineer at no additional cost to the Owner.
- C. Clean-up and Disposal. During and upon completion of work, the Contractor shall remove unused tools and equipment, surplus materials, rubbish, debris, dust and shall leave areas affected by work of this section in a clean, approved condition in accordance with the requirements of The General Conditions.

3.13 FILM THICKNESS

- A. The tank Coating Inspector shall inspect film thickness with a non-destructive dry film thickness gauge (e.g., Elcometer 456). The Contractor shall provide to the Owner upon request U.S. Department of Commerce, Bureau of Standards calibration plates to verify accuracy.

3.14 COATING REPAIRS

- A. If it is necessary to touch-up or re-coat damaged areas after the coatings have cured beyond the maximum re-coat time, the Contractor shall prepare surfaces prior to applying touch-up paint. The Contractor shall mask off and spray designated areas only. All repairs will be masked off.

3.15 WELDING CORROSION RELATED REPAIRS

- A. After completion of interior sand blasting operation, the Owner's Inspector shall inspect the tank for any holes or seams that may have developed as a result of the blasting. The Contractor shall weld plates as replacement for areas of severe corrosion. The Contractor shall repair areas at the direction of the Owner.
 - 1. All repairs shall be seal welded in conformance to AWWA D103-97, Section 6 and AWWA D100-05, Section 8, whichever is more stringent will govern work.

2. All repair welds shall be abrasive blast cleaned to near white condition (SSPC-SP10).

3.16 CURING AND CLEANING

- A. Each coat of exterior paint shall be allowed to either dry or cure for the amount of time recommended by the coating manufacturer before successive coats of paint are applied.
- B. All successive exterior coats of paint shall be applied within the re-coat threshold time as recommended by the manufacturer.
- C. The Contractor shall ensure curing of all interior coatings by forced heated air ventilation for a minimum of 72 (ventilating) hours at seventy degrees, or longer if recommended by the manufacturer after coating application and repairs are completed. Curing shall include:
 1. Providing ventilation at a rate of at least one complete air change every four hours.
 2. Equipment shall have a time recorder that provides a cumulative record of operating time.
 3. Deliver air from ventilating fan to center of tank through continuous flexible duct that is not reduced in area from the fan outlet.
- D. Prior to re-installation of roof vent covers removed during forced air ventilation, the Contractor shall ensure cleaning as follows:
 1. Clean dust and abrasive-blasting residue from the roof ventilation screens and top of rafter lips.
 2. Owner shall flush the inlet piping prior to cleaning operations. Contractor shall thoroughly wash down with water all interior surfaces, including but not limited to, roof, rafters, walls, floor, piping and supports. All amine blush must be removed prior to putting the reservoir into service.
 3. The Contractor shall steam clean surfaces where necessary.

3.17 MANWAY GASKET AND VENT SCREEN REPLACEMENT

- A. The Contractor shall supply new manway gaskets for tank manways. The vent screens shall be replaced with new vent screens as per AWWA D-100.

3.18 TANK DISINFECTION

- A. Upon complete curing, the Contractor shall submit in writing to the Owner certification that the coating is cured and ready to be placed into service for disinfection and testing. Tank cleaning and disinfection shall not commence without written certification. All amine blush must be removed prior to disinfection.
- B. After all other work has been completed, the Contractor shall ensure that the interior of the tank is thoroughly cleaned and disinfected in accordance with the most current edition of AWWA C652, Disinfection of Water Storage Facilities. The Contractor shall ensure the tank is disinfected in accordance with Chlorination Method 2, which requires spray wash of the tank interior with a 200-mg/L chlorine solution. The Owner will assist the Contractor in filling the tank and the Contractor shall allow four (4) consecutive working days for the owner to fill the tank.

- C. The Contractor shall furnish all cleaning and disinfection materials and all equipment and labor necessary for the cleaning and disinfecting operations.
- D. After the first 24 hours have elapsed once the tank is full, the Owner will take a sample of the water to be used for bacteriological contaminants. If the results of this test are negative, the tank will be considered satisfactorily disinfected. If the results are positive, the tank shall be drawn down to that depth that will permit the addition of sodium hypochlorite to a final concentration of 10-mg/L. This depth will be determined upon an evaluation of the chlorine residual provided for in this Section of these Project Special Provisions.
- E. The Contractor shall ensure that any water used for cleaning and disinfecting the tank, is discharged in a manner acceptable to the Owner and the appropriate water pollution control agency. The Contractor shall ensure all water discharged is de-chlorinated.

3.19 SOAK PERIOD & TESTING FOR VOLATILE ORGANIC COMPOUNDS

- A. The Contractor shall ensure that water in the tank is allowed to soak for five (5) days after the tank has been filled to the over-flow level and disinfected.
- B. After the five-day soak period the Owner will sample and submit a single sample to a certified laboratory to test the water for presence of organic chemical contaminants (e.g. TCE, PCE, etc.) possibly having leached from the new paint system. The sample is to be tested in accordance with EPA Method 524.2. The water sample will be collected by the Owner in the presence of the Contractor and should be a true representation of the water in the tank at the time.
- C. The Contractor shall be liable for all cost associated with re-testing water if tank water draining and refilling is necessary.
- D. The Owner shall evaluate and determine acceptability of the aesthetic quality of the water as a condition of final acceptance of the work. Constituent levels found from sample results which are at or below regulated maximum contaminant levels specified by state and federal standards shall not be the sole basis for tank acceptance. The Owner may reject all work or a portion thereof based on any adverse taste or odor detected or other conditions affecting the aesthetic quality of the water.
- E. The Owner may reject all work or portion thereof based on any adverse taste or odor detected or other conditions affecting the aesthetic quality of the water.

3.20 DISPOSAL OF EXISTING COATING AND SPENT ABRASIVE BLAST MEDIA

- A. The Contractor shall dispose of spent abrasive blast media and removed coating materials in accordance with an Owner approved disposal plan.
- B. The Contractor shall coordinate and pay all costs for sampling and testing of spent abrasive blast media and removed coating materials in order to document waste class. Minimum sampling and testing requirements are listed previously in this Section.
- C. Prior to removal of hazardous wastes off-site, the Contractor shall allow adequate time for Owner to review laboratory test results, as well as the time required to obtain a Hazardous Waste Generator's U.S. EPA ID Number, if required the Owner will provide

the Contractor with written notice to dispose of all or a portion of the spent abrasive blast media and/or removal coating materials as hazardous waste, if so determined by the Owner that such disposal is required.

- D. The Contractor shall be responsible for all costs associated with accumulating, transporting, and disposing of spent abrasive blast media and removed coating materials.

3.21 SITE RESTORATION

- A. Upon completion of the work, the Contractor shall restore the site to the original condition, including removing all trash and other debris from the site.

3.22 CLEAN-UP

- A. Upon completion of the work, the Contractor shall make a detailed inspection of all work.
- B. The Contractor shall be solely responsible for all paint over-spray or fugitive dust fallout claims and shall restore the site to its original condition.
- C. The Contractor shall remove all spattering, spits, and blemishes.
- D. Upon completion, of work, the Contractor shall remove all staging, tarps, scaffolding, and containers from the site, including but not limited to: paint and thinner containers and excess paint and thinner (to be disposed of in conformance to all current regulations); paint spots removed and the entire job site cleaned; all damage to surfaces resulting from the work from this section to be cleaned, repaired or refinished to the complete satisfaction of the Owner. All clean up shall be completed within seven (7) calendar days starting at the last day of holiday testing of the tank. No abrasive residual may be left on the ground and shall be removed.
- E. The Contractor shall bear all costs associated with site clean-up.

3.23 QUALITY CONTROL

- A. The Contractor shall provide ground supported scaffolding and lighting, as determined by the Owner's Inspector, to facilitate visual and instrument inspection by the Inspector of each phase of the work and of the completed work, as so placed as directed to minimize glare and shadows. Work will be rejected if proper lighting is not achieved for a proper inspection.
- B. The Contractor shall provide personnel to move scaffolding and furnish other assistance to Owner's Inspectors as required.
- C. The Coating Inspector will examine surfaces after abrasive blast cleaning to verify that all deposits of contaminants have been removed as per surface clean as per ISO 8502 (Class 2). The Contractor shall blow down, and vacuum all surfaces prior to inspection. Tank floors shall be vacuumed.
- D. The Contractor shall verify at a minimum of two times daily that air supply is free of oil and moisture contamination. The Contractor shall use effective oil and water separators in all main compressor airlines and shall be placed as close as practicable to the equipment. Prior to using compressed air, the Contractor shall test the quality of air

downstream of the separators at suitable outlets by blowing the air on clean white blotter for 2 minutes to check for any contamination, oil, or moisture.

- E. The Contractor shall perform the following daily: measure air temperature, humidity, relative humidity, and metal surface temperature, and determine dew point and relative humidity prior to abrasive blasting or painting; provide portable temperature / humidity recorders to provide continuous permanent hard copy of the tank conditions; and, repeat measurements and determination of dew point as often as the Owner's Inspector deems necessary but not less often than every four hours at the start of preparation operations and run constantly until final cure.
- F. The Contractor shall maintain a written record of measurements and dew points, noting the time that measurements were taken. Contractor shall keep such records on-site, and make records available to Owner's Inspector on request.
- G. The Contractor shall furnish 1 roll of Testex tape 1.5 to 4.5 mils X-course prior to the start of abrasive blasting. The Coating Inspector may evaluate surface preparation using field abrasive blasting standards, and Testex tape. Evaluation may include inspection of blasted surfaces for dust and abrasive residue, using clear adhesive coated tape. Evaluation will be made immediately prior to coating application.
- H. The Contractor shall verify cleanliness of all spray application equipment prior to, or no later than, time of mixing coating material.
- I. The Contractor shall measure wet film thickness during coating application of coating to ensure adequate coating thickness, taking at least one measurement for each 100 square feet of application area.
- J. The Contractor shall measure dry film thickness after each coat using a non-destructive magnetic dry film thickness gauges, as follows:
 - 1. The Coating Inspector may, but is not required to, also measure coating thickness, at random locations, after each coat. SSPC-PA 2 (Level 1) is only to be used for the calibration of dry film thickness gauges. This is a minimum maximum dry film thickness specification. Dry film thickness readings will not be averaged. All inspection equipment shall be supplied by the Contractor. All equipment shall have current calibration certificates. The Owner reserves the right to use their own equipment at any time.
 - 2. The Coating Inspector may, but is not required to, also measure coating thickness, at random locations, after each coat.
 - 3. The Coating Inspector will evaluate cleanliness of coated surface immediately prior to application of a subsequent coat.
- K. The Contractor shall test all coated surfaces for pinholes and holidays after application of the final coat in accordance with the following:
 - 1. Perform test in presence of the Owner's Coating Inspector.
 - 2. Perform test after coating has cured as recommended by the manufacturer.
 - 3. Use an appropriate detector, such as an Elocometer #236 or as approved by the Owner.
 - 4. Re-test after coating repairs.

5. The Owner may hire a third party inspector to inspect Contractor's work, but the ultimate responsibility for the quality of the Contractor's work and the performance of contractual obligations remains with the Contractor.

3.24 INSPECTION

- A. The Coating Inspector shall examine all materials, tools, and equipment to be used in the blasting and coating operations and shall have the authority to direct the Contractor to remove, replace, or repair any materials, tools, or equipment found not to be in conformance with the Contract Documents including the approved shop drawings and manufacturer's recommendations. The tank inspector will also observe the Contractor's safety activities throughout blasting and coating operations and the Contractor shall immediately rectify any deficiencies noted in that observation. The Contractor shall be fully responsible for compliance with all safety measures, hazardous and toxic materials regulations, and site security. Observation of or failure to observe any safety efforts of the Contractor by the Tank Inspector shall not relieve the Contractor of this responsibility nor shall any liability transfer from the Contractor to the Owner or the Tank Inspector. The Contractor shall indemnify, defend, and save harmless the Owner and the Tank Inspector from all liability associated therewith.
- B. All cleaning and painting shall be subject to inspection by a designated representative of the Owner and/or the paint manufacturer.
- C. The Contractor shall make all work accessible to Owner's representative by having available the appropriate rigging and equipment. Any rigging removed prior to proper inspection and approval shall be reinstalled at the Contractor's expense. This shall also apply at the one year anniversary inspection.
- D. The Contractor shall have available at the site a calibrated Elcometer or MikroTest gauge for measuring dry film thickness and uniformity of the paint coating. The Owner may elect to use a low voltage holiday detector to check the finished paint film integrity.
- E. The Contractor shall afford the tank inspector all reasonable facilities and assistance in monitoring the coating and priming operations. The Contractor shall provide weekly copies of their daily work reports to the tank Coating Inspector. Such reports shall include, but not be limited to, the day and date of work performed, the relevant weather conditions, the type and amount of work performed, all work related to the safety of the operation, and personnel assigned to work actually performed.
- F. The tank Coating Inspector shall have authority to direct the Contractor to suspend operations when environmental conditions fall outside the manufacturer's recommended parameters.
- G. The Contractor shall comply with directions and shall not proceed until the tank Coating Inspector determines environmental conditions are sufficient to proceed. Failure to suspend coating operations as directed or restarting work without the direction of the tank Coating Inspector shall be cause for rejection of work so performed.
- H. The Contractor shall communicate closely with the Coating Inspector. Failure to advise the Coating Inspector of cancelled contractor work days with less than 24-hour notice shall result in the Contractor reimbursing the Owner for the Coating Inspector's daily costs.

- I. The Contractor shall notify the Coating Inspector in advance (48 hours minimum) of all surface preparation or paint application in order to perform a preliminary examination and provide acceptance of the surface preparation and each coat prior to application of the next coat.
- J. The Contractor shall provide weekly copies of daily work reports to the tank Coating Inspector. Such reports shall include, but not be limited to, the day and date of work performed, the type and amount of work performed, all work related to the safety of the operation, and personnel assigned to work actually performed.

3.25 ACCEPTANCE AND WARRANTY

- A. The reservoir coating work shall be deemed accepted when the reservoir coatings have been cured, and the reservoir disinfected and filled for water sampling, or thirty days from completion of curing and disinfection, whichever is later. The acceptance by the Owner of the completed work as specified herein is subject to the Contractor's warranty for the completed work against defects in materials or workmanship furnished by the Contractor for a period of one year from the date of acceptance of the work.
- B. Anniversary inspection requirements and failure criteria shall be in accordance with AWWA D-102, Section 9, except as modified herein.
- C. The Contractor shall furnish ventilation, scaffolding, and lighting equipment as necessary for any warranty inspections, and shall be present for such inspections.
- D. The Owner will provide an inspection report to the Contractor detailing the number and types of failures observed, the percentage of surface area where failures have occurred, and the names of the persons making the inspections.
- E. The Owner shall consider any location where coating has delaminated, peeled, blistered, or cracked; and any location where rusting is evident as failure of the coating system. In addition, the Owner shall consider photographs or reports of the coating imperfections or failures as acceptable evidence of failure.
- F. The Contractor shall be liable for all remedial work including repair of all failures by removing the deteriorated coating, cleaning the surface, and recoating with the same system in accordance with this Section. The Owner may allow surface preparation of small failures (areas less than 1 sq ft.) by cleaning to bare metal in accordance with appropriate SSPC-SP standards, however, the method of repair is at the sole discretion of the Owner.
- G. The Owner will prepare a schedule for remedial work completion, to be no more than thirty (30) calendar days after the submittal of the inspection report to the Contractor. Upon failure of the Contractor to commence remedial work within ten calendar days after the starting date established by the Owner, the Owner may at its option, retain another Contractor to perform the remedial work. The Contractor shall be liable for actual cost of all such remedial work plus a 20 percent Owner administrative cost.
- H. The Contractor shall bear the expense of all warranty inspections of the remedial work required by the Owner. The Contractor shall disinfect the reservoir after the inspection and repairs.

END OF SECTION

APPENDIX TO VOLUME 1

REFERENCE REPORTS

1. Inspection Report for the City of Seaside, 500KG Steel On-Grade North Tank, prepared by Inland Potable Services, Inc., June 21, 2014
2. Inspection Report for the City of Seaside, 500KG Steel On-Grade South Tank, prepared by Inland Potable Services, Inc., June 21, 2014
3. Tank Coating Condition Report, Seaside, CA, 500,000 Gallons Steel Tanks, prepared by DB Gaya Consulting, February 13, 2018
4. Letter Report: Limited Lead Paint Sampling of the Hatch and Interior of the Mescal Water Tanks North of Skyview Drive in Seaside, California, prepared by M3 Environmental Consulting LLC, January 25, 2019
5. Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B), prepared by EMSL Analytical Inc., August 10, 2018

**Inspection Report for
City of Seaside
Seaside, CA**



**500KG Steel On-Grade
North Tank**

Date Completed: June 21, 2014

Commercial Dive Team:

**Diver –Jason Gardner
Dive Controller –James Bingham
Tender –David Dubois**

Scope of Work:

Our team completed sediment removal using underwater vacuum equipment. Sediment depth averaging 1/16 inch (iron & sand) was removed from tank floor. When the cleaning process was finished, a full visual inspection was performed of the tank interior and all interior fixtures. The team also performed a full visual inspection of the tank exterior and all attached fixtures. The details of the inspection findings are included in the report below.

Summary of the Inspection:

Exterior Inspection

1. There was good access to the tank. (In a gated area)
2. The ladder was found secure, OSHA approved and in good condition with moderate oxidation and less than 1% surface corrosion noted.
3. The roof was found in fair condition with heavy de-lamination & oxidation and 3% surface corrosion noted.
4. The hatch was found locked with no gasket present and in fair condition with heavy oxidation, 1% de-lamination and 3% surface corrosion noted.
5. The wall was found in good condition with heavy oxidation and less than 1% surface corrosion noted.
6. The vent was found in good condition with minor oxidation and 3% surface corrosion noted and a screen in place.
7. The foundation was found in good condition with hairline & settling cracks and spalling noted.
8. The manways were found secure and in good condition with minor oxidation and less than 1% surface corrosion noted.

Interior Inspection

1. The common inlet/outlet was found in good condition with less than 1% surface corrosion noted.
2. The ladder was found in good condition with less than 1% surface corrosion noted.
3. The manways were found in good condition with less than 1% rust noduling & surface corrosion noted.
4. The overflow was found in good condition with less than 1% surface corrosion noted.
5. The drain was found in excellent condition.
6. The interior wall was found in good condition with less than 1% surface corrosion noted.
7. The interior roof was found in good condition with staining, de-lamination and less than 1% concentrated cell corrosion & surface corrosion noted.
8. The support column was found secure and in good condition with less than 1% de-lamination & surface corrosion noted.
9. The floor was found in good condition with staining and less than 1% surface corrosion noted.

Recommendations:

1. Schedule time to clean and inspect every 3-5 years per AWWA recommendations.

Key

Excellent – Like new, no repairs needed

Good – Cosmetic problems, repair if utility wants

Fair – Minor problems, repairs needed

Poor – Major problems, fix now



Inland Potable Services, Inc.

Exterior Inspection Report



Access Ladder Condition

Ladder Type: Steel
Coating Condition: Good
Corrosion Present? Y ☒ N ☐
Seams/Welds Condition: Good
Oxidation Present? Y ☒ N ☐
De-lamination Present? Y ☐ N ☒
Stand Off Supports Condition: Good
Safety Climb Type: Notched Rail
Safety Climb Condition: Good
Is Top Of Tank Easily Accessible? Y ☒ N ☐
Is The Ladder and Safety Climb OSHA Approved? Y ☒ N ☐

Summary: The ladder was found secure, OSHA approved and in good condition with moderate oxidation and less than 1% surface corrosion noted.



Roof Condition

Coating Condition: Fair
Corrosion Present? Y ☒ N ☐
Percentage: 3%
Seams/Welds Condition: Good
Oxidation Present? Y ☒ N ☐
De-lamination Present? Y ☒ N ☐
Low Spots Present? Y ☐ N ☒
Holes in Roof? Y ☐ N ☒
Cathodic Protection Plates Present? Y ☐ N ☒
Sealed Edges: Y ☐ N ☐ N/A ☒
Loose Plates? Y ☐ N ☐ N/A ☒
Missing Plates? Y ☐ N ☐ N/A ☒

Summary: The roof was found in fair condition with heavy de-lamination & oxidation and 3% surface corrosion noted.



Access Hatch Condition

Coating Condition: Fair
Corrosion Present: Y ☒ N ☐
Seams/Welds Condition: Good
Oxidation Present? Y ☒ N ☐
De-lamination Present? Y ☒ N ☐
Hatch Size: 3 foot square
Hatch Locked? Y ☒ N ☐
Hinge Condition: Good
Gasket Present? Y ☐ N ☒
Intact? Y ☐ N ☐ N/A ☒
Insects, Dirt Or Debris Present Under Hatch? Y ☒ N ☐

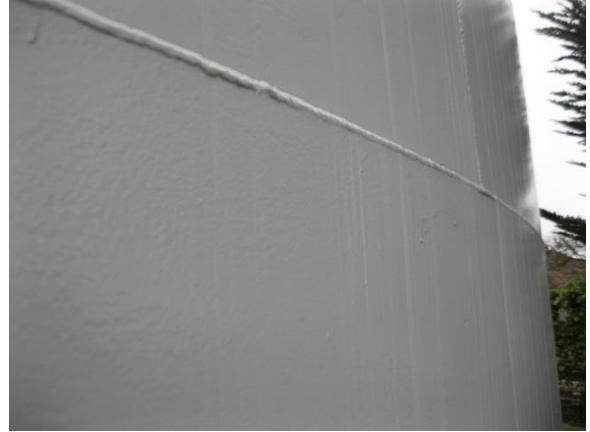
Summary: The hatch was found locked with no gasket present and in fair condition with heavy oxidation, 1% de-lamination and 3% surface corrosion noted.



Wall Panel Condition

Coating Condition: Good
 Corrosion Present? Y ☒ N ☐
 Percentage: less than 1%
 Seams/Welds Condition: Good
 Oxidation Present? Y ☒ N ☐
 De-lamination Present? Y ☐ N ☒
 Dents Present? Y ☐ N ☒
 Holes Present? Y ☐ N ☒

Summary: The wall was found in good condition with heavy oxidation and less than 1% surface corrosion noted.



Vent Condition

Coating Condition: Good
 Corrosion Present: Y ☒ N ☐
 Percentage: 3%
 Seams/Welds Condition: Good
 Oxidation Present? Y ☒ N ☐
 De-lamination Present? Y ☐ N ☒
 Screen in Place? Y ☒ N ☐
 Condition: Good
 All Openings Sealed? Y ☒ N ☐
 Cap Condition: Good

Summary: The vent was found in good condition with minor oxidation and 3% surface corrosion noted and a screen in place.



Foundation Condition

Foundation Exposed? Y ☒ N ☐
 Anchor Bolts Present? Y ☐ N ☒
 Corrosion on Anchor Bolts Present? Y ☐ N ☐ N/A ☒
 Anchor Bolts Loose? Y ☐ N ☐ N/A ☒

Cracking Noted In Foundation? Y ☒ N ☐
 Spalling Noted? Y ☒ N ☐

Summary: The foundation was found in good condition with hairline & settling cracks and spalling noted.



Manway Condition

Coating Condition: Both Good
 Weld/Seam Condition: Both Good
 Corrosion Present? Y ☒ N ☐
 Percentage: less than 1%

Pitting Noted In Metal? Y ☐ N ☒
 Depth: N/A

Summary: The manways were found secure and in good condition with minor oxidation and less than 1% surface corrosion noted.





Inland Potable Services, Inc.

Interior Inspection Report



Inlet and Outlet Condition

Common Inlet/Outlet? Y ☒ N ☐ Location: 1 o'clock
If No:
Outlet Location: N/A
Inlet Location: N/A
Coating Condition: Good
Weld/Seam Condition: Good
Corrosion Present? Y ☒ N ☐
Percentage: less than 1%
Pitting Noted In Metal? Y ☐ N ☒
Depth: N/A

Summary: The common inlet/outlet was found in good condition with less than 1% surface corrosion noted.



Ladder Condition

Ladder Location: 12 o'clock
Coating Condition: Good
Weld/Seam Condition: Good
Supports Condition: Good
Corrosion Present? Y ☒ N ☐
Percentage: less than 1%
Pitting Noted In Metal? Y ☐ N ☒
Depth: N/A

Summary: The ladder was found in good condition with less than 1% surface corrosion noted.



Manway Condition

Manway Location: 12 o'clock & 12:30 o'clock
Coating Condition: Both Good
Weld/Seam Condition: Both Good
Corrosion Present? Y ☒ N ☐
Percentage: less than 1%
Pitting Noted In Metal? Y ☐ N ☒
Depth: N/A

Summary: The manways were found in good condition with less than 1% rust noduling & surface corrosion noted.



Overflow Condition

Overflow Location: 1:30 o'clock

Coating Condition: Good

Weld/Seam Condition: Good

Corrosion Present? Y ☒ N ☐

Percentage: less than 1%

Pitting Noted In Metal? Y ☐ N ☒

Depth: N/A

Summary: The overflow was found in good condition with less than 1% surface corrosion noted.



Drain Condition

Drain Location: 1:30 o'clock

Coating Condition: Excellent

Weld/Seam Condition: Excellent

Corrosion Present? Y ☐ N ☒

Percentage: N/A

Pitting Noted In Metal? Y ☐ N ☒

Depth: N/A

Summary: The drain was found in excellent condition.



Wall Panel Condition

Coating Condition: Good

Welds/seam Condition: Good

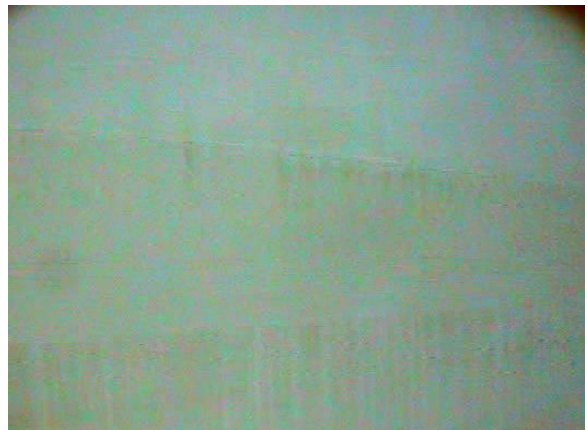
Corrosion Present On Panel? Y ☒ N ☐

Percentage: less than 1%

Pitting Noted In Metal? Y ☐ N ☒

Depth: N/A

Summary: The interior wall was found in good condition with less than 1% surface corrosion noted.



Roof Condition

Coating Condition: Good
 Welds/seam Condition: Good
 Corrosion Present On Panels? Y ☒ N ☐
 Percentage: less than 1%
 Metal De-alloying Noted? Y ☐ N ☒
 Percentage: N/A

Summary: The interior roof was found in good condition with staining, de-lamination and less than 1% concentrated cell corrosion & surface corrosion noted.



Support Column Condition

Coating Condition: Good
 Welds/seam Condition: Good
 Corrosion Present? Y ☒ N ☐
 Percent: less than 1%
 Pitting Noted In Metal? Y ☐ N ☒
 Depth:

Summary: The support column was found secure and in good condition with less than 1% de-lamination & surface corrosion noted.



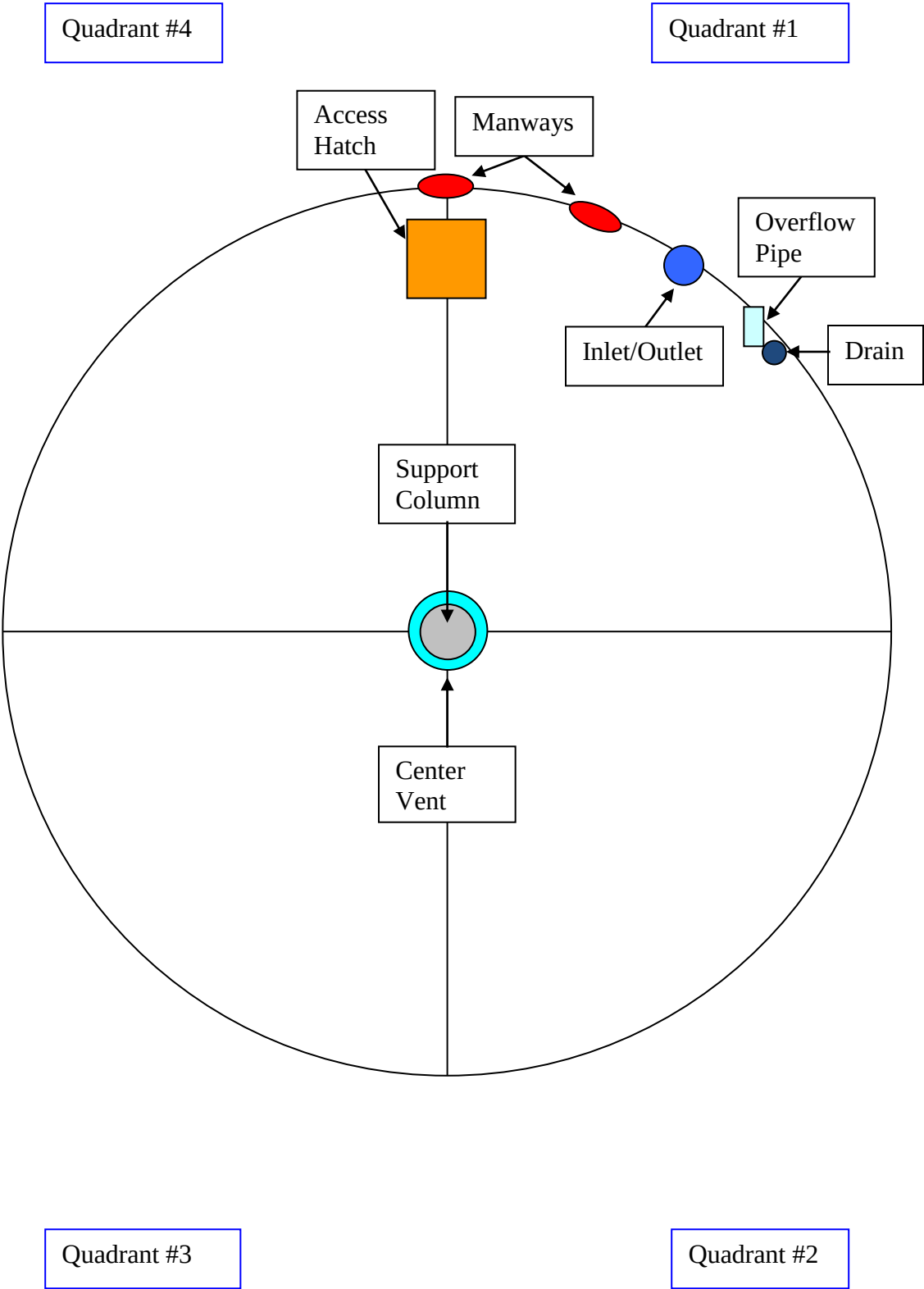
Floor Condition

Coating Condition: Good
 Welds/seam Condition: Good
 Corrosion Present? Y ☒ N ☐
 Percentage: less than 1%
 Pitting Noted In Metal? Y ☐ N ☒
 Depth: N/A

Summary: The floor was found in good condition with staining and less than 1% surface corrosion noted.



Tank Layout



**Inspection Report for
City of Seaside
Seaside, CA**



**500KG Steel On-Grade
South Tank**

Date Completed: June 21, 2014

Commercial Dive Team:

**Diver –Jason Gardner
Dive Controller –James Bingham
Tender –David Dubois**

Scope of Work:

Our team completed sediment removal using underwater vacuum equipment. Sediment depth averaging 1/16 inch (iron & sand) was removed from tank floor. When the cleaning process was finished, a full visual inspection was performed of the tank interior and all interior fixtures. The team also performed a full visual inspection of the tank exterior and all attached fixtures. The details of the inspection findings are included in the report below.

Summary of the Inspection:

Exterior Inspection

1. There was good access to the tank. (In a gated area)
2. The ladder was found secure, OSHA approved and in good condition with moderate oxidation and less than 1% surface corrosion noted.
3. The roof was found in fair condition with heavy de-lamination & oxidation and 1% surface corrosion noted.
4. The hatch was found locked with no gasket present and in good condition with heavy oxidation and 3% surface corrosion noted.
5. The wall was found in good condition with heavy oxidation and less than 1% surface corrosion noted.
6. The vent was found in good condition with minor oxidation and less than 1% surface corrosion noted and a screen in place.
7. The foundation was found in good condition with hairline cracks and minor spalling noted.
8. The manways were found secure and in good condition with minor oxidation and less than 1% surface corrosion noted.

Interior Inspection

1. The common inlet/outlet was found in good condition with staining and less than 1% surface corrosion noted.
2. The ladder was found secure and in good condition with less than 1% rust noduling & surface corrosion noted.
3. The manways were found in good condition with less than 1% rust noduling & surface corrosion noted.
4. The overflow was found in good condition with less than 1% surface corrosion noted.
5. The drain was found in good condition with staining and less than 1% rust noduling & surface corrosion noted.
6. The interior wall was found in good condition with less than 1% surface corrosion noted.
7. The interior roof was found in good condition with less than 1% de-lamination, de-alloying and surface corrosion noted.
8. The support column was found secure and in good condition with less than 1% surface corrosion noted.
9. The floor was found in good condition with less than 1% rust noduling & surface corrosion noted.

Recommendations:

1. Schedule time to clean and inspect every 3-5 years per AWWA recommendations.

Key

Excellent – Like new, no repairs needed

Good – Cosmetic problems, repair if utility wants

Fair – Minor problems, repairs needed

Poor – Major problems, fix now



Inland Potable Services, Inc.

Exterior Inspection Report



Access Ladder Condition

Ladder Type: Steel
Coating Condition: Good
Corrosion Present? Y ☒ N ☐
Seams/Welds Condition: Good
Oxidation Present? Y ☒ N ☐
De-lamination Present? Y ☐ N ☒
Stand Off Supports Condition: Good
Safety Climb Type: Notched Rail
Safety Climb Condition: Good
Is Top Of Tank Easily Accessible? Y ☒ N ☐
Is The Ladder and Safety Climb OSHA Approved? Y ☒ N ☐

Summary: The ladder was found secure, OSHA approved and in good condition with moderate oxidation and less than 1% surface corrosion noted.



Roof Condition

Coating Condition: Fair
Corrosion Present? Y ☒ N ☐
Percentage: 1%
Seams/Welds Condition: Good
Oxidation Present? Y ☒ N ☐
De-lamination Present? Y ☒ N ☐
Low Spots Present? Y ☐ N ☒
Holes in Roof? Y ☐ N ☒
Cathodic Protection Plates Present? Y ☐ N ☒
Sealed Edges: Y ☐ N ☐ N/A ☒
Loose Plates? Y ☐ N ☐ N/A ☒
Missing Plates? Y ☐ N ☐ N/A ☒

Summary: The roof was found in fair condition with heavy de-lamination & oxidation and 1% surface corrosion noted.



Access Hatch Condition

Coating Condition: Fair
Corrosion Present: Y ☒ N ☐
Seams/Welds Condition: Good
Oxidation Present? Y ☒ N ☐
De-lamination Present? Y ☐ N ☒
Hatch Size: 3 foot square
Hatch Locked? Y ☒ N ☐
Hinge Condition: Good
Gasket Present? Y ☐ N ☒
Intact? Y ☐ N ☐ N/A ☒
Insects, Dirt Or Debris Present Under Hatch? Y ☒ N ☐

Summary: The hatch was found locked with no gasket present and in good condition with heavy oxidation and 3% surface corrosion noted.



Wall Panel Condition

Coating Condition: Good
 Corrosion Present? Y ☒ N ☐
 Percentage: less than 1%
 Seams/Welds Condition: Good
 Oxidation Present? Y ☒ N ☐
 De-lamination Present? Y ☐ N ☒
 Dents Present? Y ☐ N ☒
 Holes Present? Y ☐ N ☒

Summary: The wall was found in good condition with heavy oxidation and less than 1% surface corrosion noted.



Vent Condition

Coating Condition: Good
 Corrosion Present: Y ☒ N ☐
 Percentage: less than 1%
 Seams/Welds Condition: Good
 Oxidation Present? Y ☒ N ☐
 De-lamination Present? Y ☐ N ☒
 Screen in Place? Y ☒ N ☐
 Condition: Good
 All Openings Sealed? Y ☒ N ☐
 Cap Condition: Excellent

Summary: The vent was found in good condition with minor oxidation and less than 1% surface corrosion noted and a screen in place.



Foundation Condition

Foundation Exposed? Y ☒ N ☐
 Anchor Bolts Present? Y ☐ N ☒
 Corrosion on Anchor Bolts Present? Y ☐ N ☐ N/A ☒
 Anchor Bolts Loose? Y ☐ N ☐ N/A ☒

Cracking Noted In Foundation? Y ☒ N ☐
 Spalling Noted? Y ☒ N ☐

Summary: The foundation was found in good condition with hairline cracks and minor spalling noted.



Manway Condition

Coating Condition: Both Good
 Weld/Seam Condition: Both Good
 Corrosion Present? Y ☒ N ☐
 Percentage: less than 1%

Pitting Noted In Metal? Y ☐ N ☒
 Depth: N/A

Summary: The manways were found secure and in good condition with minor oxidation and less than 1% surface corrosion noted.





Inland Potable Services, Inc.

Interior Inspection Report



Inlet and Outlet Condition

Common Inlet/Outlet? Y ☒ N ☐ Location: 11 o'clock
If No:
Outlet Location: N/A
Inlet Location: N/A
Coating Condition: Good
Weld/Seam Condition: Good
Corrosion Present? Y ☒ N ☐
Percentage: less than 1%
Pitting Noted In Metal? Y ☐ N ☒
Depth: N/A

Summary: The common inlet/outlet was found in good condition with staining and less than 1% surface corrosion noted.



Ladder Condition

Ladder Location: 12 o'clock
Coating Condition: Good
Weld/Seam Condition: Good
Supports Condition: Good
Corrosion Present? Y ☒ N ☐
Percentage: less than 1%
Pitting Noted In Metal? Y ☐ N ☒
Depth: N/A

Summary: The ladder was found secure and in good condition with less than 1% rust noduling & surface corrosion noted.



Manway Condition

Manway Location: 11:30 o'clock & 12 o'clock
Coating Condition: Both Good
Weld/Seam Condition: Both Good
Corrosion Present? Y ☒ N ☐
Percentage: less than 1%
Pitting Noted In Metal? Y ☐ N ☒
Depth: N/A

Summary: The manways were found in good condition with less than 1% rust noduling & surface corrosion noted.



Overflow Condition

Overflow Location: 10:30 o'clock

Coating Condition: Good

Weld/Seam Condition: Good

Corrosion Present? Y ☒ N ☐

Percentage: less than 1%

Pitting Noted In Metal? Y ☐ N ☒

Depth: N/A

Summary: The overflow was found in good condition with less than 1% surface corrosion noted.



Drain Condition

Drain Location: 10:30 o'clock

Coating Condition: Good

Weld/Seam Condition: Good

Corrosion Present? Y ☒ N ☐

Percentage: less than 1%

Pitting Noted In Metal? Y ☐ N ☒

Depth: N/A

Summary: The drain was found in good condition with staining and less than 1% rust noduling & surface corrosion noted.



Wall Panel Condition

Coating Condition: Good

Welds/seam Condition: Good

Corrosion Present On Panel? Y ☒ N ☐

Percentage: less than 1%

Pitting Noted In Metal? Y ☐ N ☒

Depth: N/A

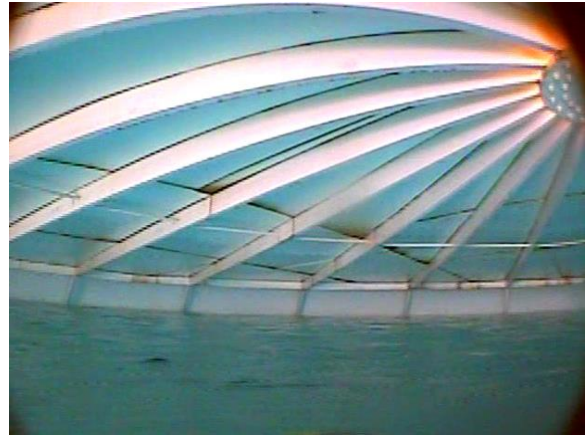
Summary: The interior wall was found in good condition with less than 1% surface corrosion noted.



Roof Condition

Coating Condition: Good
 Welds/seam Condition: Good
 Corrosion Present On Panels? Y ☒ N ☐
 Percentage: less than 1%
 Metal De-alloying Noted? Y ☒ N ☐
 Percentage: less than 1%

Summary: The interior roof was found in good condition with less than 1% de-lamination, de-alloying and surface corrosion noted.



Support Column Condition

Coating Condition: Good
 Welds/seam Condition: Good
 Corrosion Present? Y ☒ N ☐
 Percent: less than 1%
 Pitting Noted In Metal? Y ☐ N ☒
 Depth: N/A

Summary: The support column was found secure and in good condition with less than 1% surface corrosion noted.



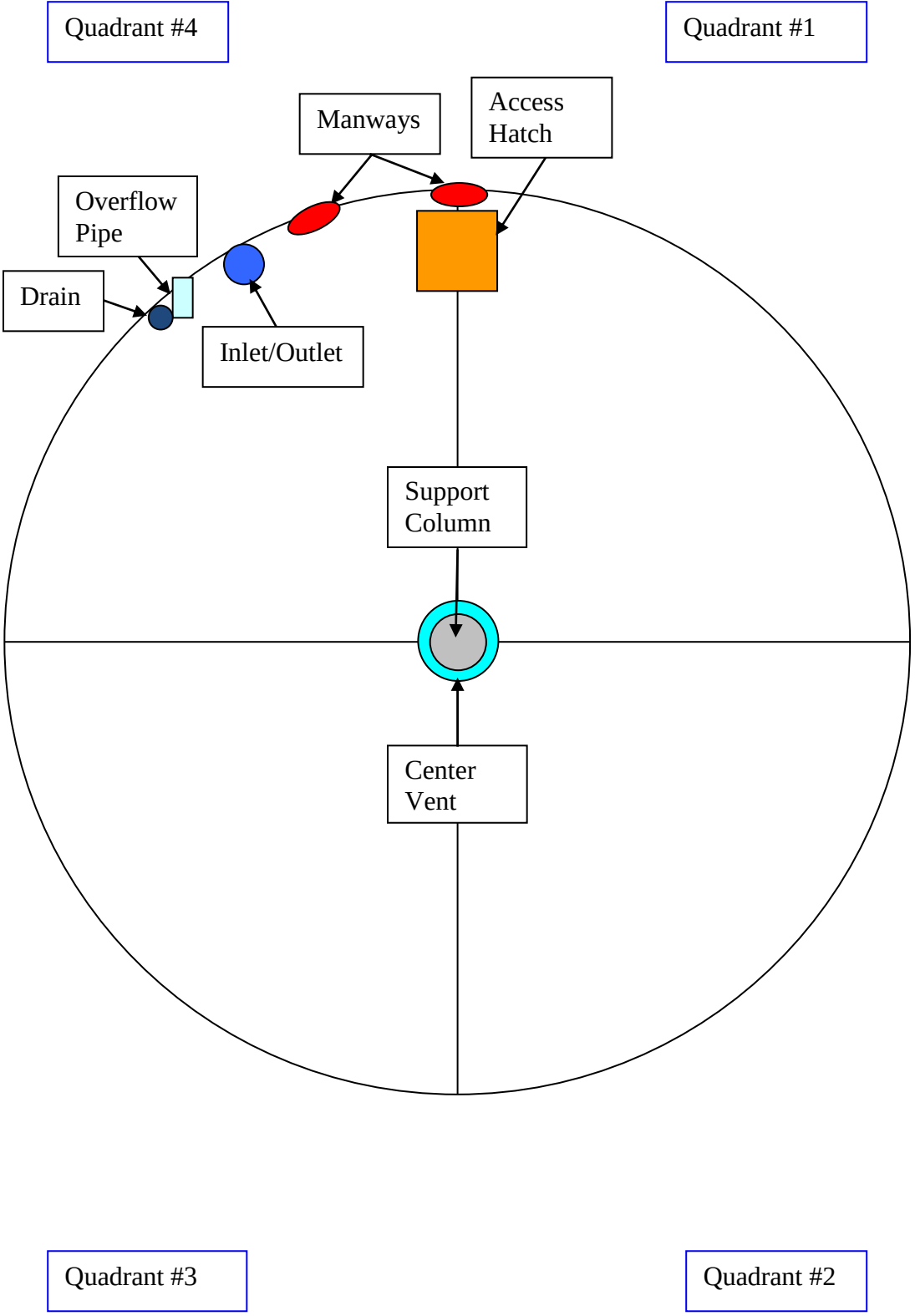
Floor Condition

Coating Condition: Good
 Welds/seam Condition: Good
 Corrosion Present? Y ☒ N ☐
 Percentage: less than 1%
 Pitting Noted In Metal? Y ☐ N ☒
 Depth: N/A

Summary: The floor was found in good condition with less than 1% rust noduling & surface corrosion noted.



Tank Layout





January 25, 2019

Ms. Misty Bradshaw
City of Seaside
440 Harcourt Avenue
Seaside, California 93955
831.899.6886 (t)

Via email:
MBradshaw@ci.seaside.ca.us

Subject: Limited Lead Paint Sampling of the Hatch and Interior of the Mescal Water Tanks North of Skyview Drive in Seaside, California
M³ Project No. 18455.0 Task 2

Dear Ms. Bradshaw:

Attached are the laboratory analytical results for the limited lead containing paint (LCP) sampling conducted on the Mescal water tanks North of Skyview Drive in Seaside, California. M³ understands that this additional testing was requested of the interior of the hatches and tanks prior to updating the attached ladders of the two water tanks. On site direction was given by a City employee, and sampling was limited to materials to be impacted by the installation that were not sampled during the previous inspection.

The inspection was performed on January 22, 2019 by Mr. Nicholas King, California Department of Public Health (CDPH) Certified Lead in Construction Sampling Technician No. 30914, and Environmental Technician with M³, under the direction of Mr. Chris Gatward, California Certified Asbestos Consultant (CAC) No. 92-0216, and Principal of M³.

Sampling and Analysis

Lead

A total of six sample of suspect lead-containing materials were collected and analyzed by the laboratory in accordance with EPA Method-SW 846-7420 Flame Atomic Absorption Spectrometry (FAA). Results are presented in a percentage of lead by weight (wt%) for paint samples, parts per million (ppm) for bulk samples, or below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMSL Analytical, Inc in San Leandro, California. Lead laboratory results and chain of custody are presented in Appendix A. Sample location map is presented in Appendix B.

Results

Lead

Results for the suspect lead bulk samples are as follows:

Sample No.	Paint Color	Substrate	Component	Lead Content
L13	Gray	Metal	Tank 1 – tank hatch	BRL
L14	Gray	Metal	Tank 1 – inner ladder	BRL
L15	Gray	Metal	Tank 1 – tank beam	BRL
L16	Gray	Metal	Tank 2 – tank hatch	BRL
L17	Gray	Metal	Tank 2 – inner ladder	BRL
L18	Gray	Metal	Tank 2 – tank beam	BRL

Laboratory results and the Chain of Custody are presented in Appendix A.

Conclusions/Recommendations

- None of the materials were analyzed and determined to contain detectable concentrations of lead.
- If any other suspect LCP not identified in this report is found during any renovation or demolition, work should cease and additional sampling and analysis should be performed.

Limitations

A reasonable effort is made by M³ personnel to locate and sample suspect materials. The existence of unique or concealed hazardous materials or debris is a possibility. M³ does not warrant, guarantee or profess to have the ability to locate or identify all hazardous material in a facility. M³'s hazardous material testing, results are applicable for the time that testing was conducted and for the condition of surfaces at the time they were tested. During demolition/renovation operations, materials may be uncovered which were not identified during our assessment. Personnel in charge of demolition/renovations should be alerted to note materials uncovered during these operations, which differ substantially from those included in this assessment. M³ does not guarantee or warrant that the areas surveyed are safe, nor does M³'s involvement in this property relieve the Owner of any continuing responsibility of providing a safe environment. M³ is not, and has no responsibility as a generator, operator, treater, storer, transporter or disposer of hazardous materials or waste found or identified as a result of M³'s work.

Thank you for the opportunity to perform these services for you. Please call our office at 831.649.4623 with any questions.

M³ Environmental Consulting LLC



Nicholas King
Environmental Technician
CDPH No. 30914



Chris G. Gatward
Principal
CAC No. 92-0216

Appendix A – Laboratory Results and Chain of Custody
Appendix B – Sample Plan

APPENDIX A

**LABORATORY RESULTS
AND
CHAINS OF CUSTODY**

**EMSL Analytical, Inc**

464 McCormick Street, San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com>sanleandrolab@emsl.com

EMSL Order: 091901763

CustomerID: MENC78

CustomerPO:

ProjectID:

Attn: **Nick King**
M3 Environmental Consulting, LLC
9821 Blue Larkspur Ln
Suite 100
Monterey, CA 93940

Phone: (831) 649-4623
Fax: (831) 649-4624
Received: 01/23/19 9:15 AM
Collected: 01/22/2019

Project: CITY OF SEASIDE - WATER TANKS OFF SKYVIEW SEASIDE - LTD PB

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>Lead Concentration</i>
L13	091901763-0001	01/22/2019	01/24/2019	0.2516 g	<0.0080 % wt
Site: TANK LID TANK 1					
L14	091901763-0002	01/22/2019	01/24/2019	0.2493 g	<0.0080 % wt
Site: INNER LADDER TANK 1					
L15	091901763-0003	01/22/2019	01/24/2019	0.2552 g	<0.0080 % wt
Site: TANK BEAM TANK 1					
L16	091901763-0004	01/22/2019	01/24/2019	0.2562 g	<0.0080 % wt
Site: TANK LID TANK 2					
L17	091901763-0005	01/22/2019	01/24/2019	0.1802 g	<0.011 % wt
Site: INNER LADDER TANK 2					
L18	091901763-0006	01/22/2019	01/24/2019	0.2692 g	<0.0080 % wt
Site: TANK BEAM TANK 2					

Julian Neagu, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA A2LA Accredited Environmental Testing Cert #2845.09

Initial report from 01/24/2019 14:33:50



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRADING

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

091901763

EMSL ANALYTICAL, INC.
2235 POLVOROSA DRIVE,
SUITE 230
SAN LEANDRO, CA 94577
PHONE: (510) 895-3675
FAX: (510) 895-3680

Company: M3 Environmental Consulting, LLC		EMSL-Bill to: ☒ Same ☐ Different If Bill to is Different note instructions in Comments**	
Street: 9821 Blue Larkspur Lane, Suite 100		Third Party Billing requires written authorization from third party	
City: Monterey	State/Province: CA	Zip/Postal Code: 93940	Country: USA
Report To (Name): Nicholas King		Fax #:	
Telephone #: 831-649-4623 / 707-953-4739		Email Address: nick@m3environmental.com	
Project Name/Number: City of Seaside - Water Tanks off Skyview, Seaside - Ltd Pb			
Please Provide Results: ☐ Fax ☐ Email		Purchase Order:	U.S. State Samples Taken: CA
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour	☐ 6 Hour	☐ 24 Hour	☐ 48 Hour ☒ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week
*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide			
Matrix	Method	Instrument	Reporting Limit
Chips ☒ % by wt. ☐ mg/cm ² ☐ ppm	SW846-7000B/7420 or AOAC 974.02	Flame Atomic Absorption	0.01%
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter
	NIOSH 7300 modified	ICP-AES	0.5 µg/filter
Wipe* ☐ ASTM ☐ non ASTM *if no box is checked, non-ASTM Wipe is assumed	SW846-7000B/7420	Flame Atomic Absorption	10 µg/wipe
	SW846-6010B or C	ICP-AES	0.5 µg/wipe
TCLP	SW846-1311/7420/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)
	SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)
Soil	SW846-7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)
	SW846-7421	Graphite Furnace AA	0.3 mg/kg (ppm)
	SW846-6010B or C	ICP-AES	1 mg/kg (ppm)
Wastewater	SM3111B or SW846-7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)
	SW846-6010B or C	ICP-AES	1 mg/kg (ppm)
Drinking Water	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)
Other:		Preservation Method (Water):	
Name of Sampler: Nicholas King		Signature of Sampler: <i>Nicholas King</i>	
Sample #	Location	Volume/Area	Date/Time Sampled
	See Attached Log		
	- to Samples		
Client Sample #'s		Total # of Samples:	
Relinquished (Client):	<i>Nicholas King</i>	Date: 1/22/19	Time: 1500
Received (Lab):	<i>EA</i>	Date: 1/23/19	Time: 9:15 E+E(2)
Comments:			



Lead Bulk Sampling Log

Client: City of Seaside
 Project Name: Limited Lead Sampling
 Site Address: Two Tanks off Skyway, Seaside
 Building: _____
 Project No.: 18455.0 T2

Sample Date: 1/22/19

Inspector: Nick King
 CDPH No. 30914

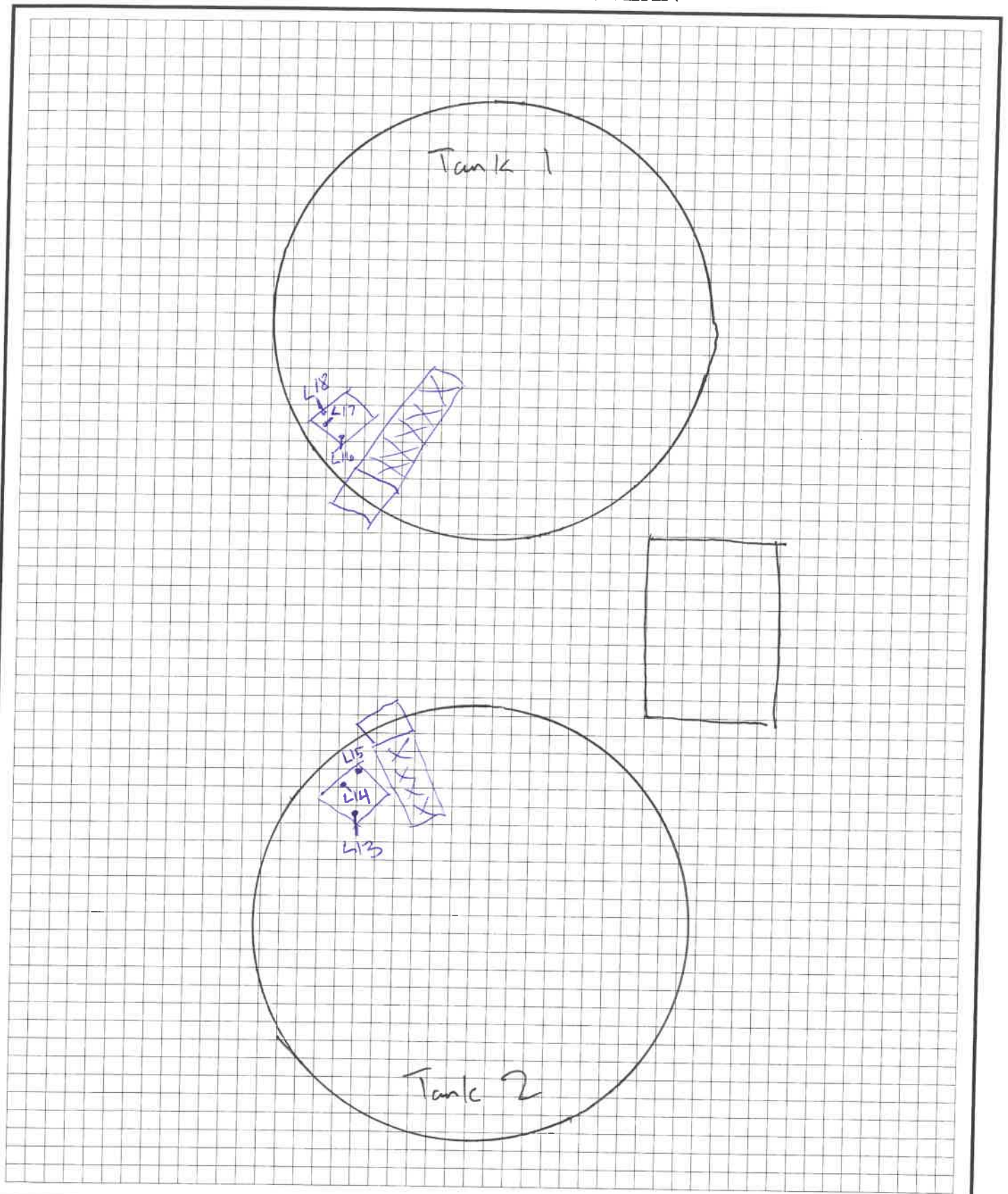
Sample No.	Color	Substrate	Building Component	Sample Location (interior/exterior)	Notes/Result
L13	Gray	Metal	Tank Lid	Interior	Tank 1
L14	↓	↓	Inner Ladder	↓	↓
L15	↓	↓	Beam Tank Beam	↓	↓
L16	↓	↓	Tank Lid	↓	Tank 2
L17	↓	↓	Inner Ladder	↓	
L18	✓	✓	Tank Beam	✓	

Page _____ of _____

APPENDIX B
SAMPLE LOCATION PLAN



SAMPLE LOCATION PLAN



Client: City of Seaside

Project Name: Lto. P6

Location: H2O Tanks - Skyview Dr,
Seaside

Floor No.

Project No.: 18455.0 - T2

Date: 1/22/19

Inspector: N. King

Page ___ of ___



**EMSL Analytical, Inc**

464 McCormick Street, San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com>sanleandrolab@emsl.com

EMSL Order: 091817531

CustomerID: MENC78

CustomerPO:

ProjectID:

Attn: **Collin Fuerst**
M3 Environmental Consulting, LLC
9821 Blue Larkspur Ln
Suite 100
Monterey, CA 93940

Phone: (831) 649-4623
Fax: (831) 649-4624
Received: 08/10/18 9:30 AM
Collected: 08/09/2018

Project: **18455.0 CITY OF SEASIDE - WATER TANKS LADDER OFF SKYVIEW DR, SEASIDE - LTD PB****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)***

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
L1	091817531-0001	08/09/2018	08/14/2018	0.37 % wt
	Site: LADDER BAR			
L2	091817531-0002	08/09/2018	08/14/2018	0.39 % wt
	Site: LADDER RAILS			
L3	091817531-0003	08/09/2018	08/14/2018	<0.028 % wt
	Site: LADDER COVER			
L4	091817531-0004	08/09/2018	08/14/2018	0.22 % wt
	Site: LADDER GUARD			
L5	091817531-0005	08/09/2018	08/14/2018	<0.019 % wt
	Site: LADDER LANDING			
L6	091817531-0006	08/09/2018	08/14/2018	5.1 % wt
	Site: LADDER BAR			
L7	091817531-0007	08/09/2018	08/14/2018	1.5 % wt
	Site: LADDER RAILS			
L8	091817531-0008	08/09/2018	08/14/2018	<0.048 % wt
	Site: LADDER COVER			
L9	091817531-0009	08/09/2018	08/14/2018	<0.010 % wt
	Site: LADDER GUARD			
L10	091817531-0010	08/09/2018	08/14/2018	<0.013 % wt
	Site: LADDER LANDING			
L11	091817531-0011	08/09/2018	08/14/2018	0.26 % wt
	Site: TANK			
L12	091817531-0012	08/09/2018	08/14/2018	0.057 % wt
	Site: TANK			

Julian Neagu, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA A2LA Accredited Environmental Testing Cert #2845.09

Initial report from 08/14/2018 16:25:38



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: September 3, 2020

SUBJECT: ADOPT A RESOLUTION TO APPROPRIATE \$135,000 FROM CAPITAL RESERVE FUND TO THE CITY HALL SOLAR PROJECT, APPROVE A CONTRACT CHANGE ORDER IN THE AMOUNT OF \$126,647 WITH SANTA CRUZ WESTSIDE ELECTRIC INC. DBA SANDBAR TO MITIGATE SOIL CONTAMINATION, AND APPROVE ADDITIONAL CONTINGENCY IN THE AMOUNT OF \$11,000 FOR SAGE RENEWABLES FOR DESIGN SUPPORT DURING CONSTRUCTION

PURPOSE & RECOMMENDATION

Adopt a Resolution (Attachment 1) to appropriate \$135,000 from the Capital Reserve Fund for the City Hall Solar Canopy Project, approve a contract change order (Attachment 2) with Santa Cruz Westside Electric Inc. DBA Sandbar in the amount of \$126,647 to transport, dispose, and mitigate contaminated soil for the City Hall Solar Canopy Project, and approve additional contingency for Sage Renewables in the amount of \$11,000 for design support during construction.

BACKGROUND

The City Hall Solar Canopy Project includes construction of two parking solar canopies situated at the east end of the City Hall parking lot. In March of 2019, the City Council approved the project and established a total project budget of \$723,000. In October of 2019, the City Council awarded a construction contract to Santa Cruz Westside Electric Inc. dba Sandbar for an amount not to exceed \$467,416 and amended Sage

Renewables contract to \$154,200 to include design support during construction.

The project field work started in July 2020 with soil boring between the upper parking lot and lower police station parking area. The excavated soil was tested and the results indicated lead and other contaminant concentrations exceeding levels permissible for disposal at the local landfill. Construction was halted in order for the contractor to develop a Hazardous Materials Management Plan (HMMP) (Attachment 3), locate a sub-contractor qualified to excavate contaminated soils, and develop a scope of work and budget to continue with the construction.

The HMMP provides guidance on handling, loading, transport and disposal of hazardous materials for the continuation of the construction. The change order (Attachment 2) was submitted by the contractor and it outlines the additional scope of work required to manage and mitigate the soil handling and disposal.

Sandbar has identified a subcontractor who is certified in working with hazardous waste and will perform the construction work associated with all the handling and disposal of hazardous material. The change order provided by the contractor is requesting an additional payment of \$126,647 and 60 working days to the contract to perform the additional work.

Due to the complexity of this project and considering that it is still within the earlier stages of construction, additional unforeseen conditions may arise. Sage Renewables designed this project and any changes, such as electrical or structural, requires review and approval from the Engineer of Record. An additional amount of \$11,000 is being requested as a contingency to Sage Renewables contract to perform unforeseen design support during construction.

FISCAL IMPACT

The approved project budget is \$723,000. The total project cost estimate before start of construction was approximately \$720,000 which included \$78,000 in design and construction contingencies. Staff recommends the project maintain the \$78,000 in design and construction contingencies. Staff also recommends the City Council authorize \$135,000 be appropriated from the Capital Reserve Fund to provide \$126,647 for the construction change order and \$11,000 contingency for design support during construction, and establish a new project budget of \$858,000. Any funds remaining at the conclusion of the project will be returned to the Capital Reserve.

Fiscal Year 2020/21 budget for the City Hall Solar Canopy Project is \$535,337 (Account No. 347-8910-9539). Authorizing an additional appropriation of \$135,000 from the Capital Reserve Fund would increase the current budget to \$670,337.

ATTACHMENTS

1. Resolution
 2. Change Order
 3. Hazardous Materials Management Plan
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION TO APPROPRIATE \$135,000 FROM CAPITAL RESERVE FUND TO THE CITY HALL SOLAR PROJECT, APPROVE A CONTRACT CHANGE ORDER IN THE AMOUNT OF \$126,647 WITH SANTA CRUZ WESTSIDE ELECTRIC INC. DBA SANDBAR TO MITIGATE SOIL CONTAMINATION, AND APPROVE ADDITIONAL CONTINGENCY IN THE AMOUNT OF \$11,000 FOR SAGE RENEWABLES FOR DESIGN SUPPORT DURING CONSTRUCTION

WHEREAS, solar energy is an environmentally sustainable, renewable resource capable of providing an alternative source of power for City Hall; and

WHEREAS, a professional service agreement was awarded to Sage Renewables to provide construction documents for two solar canopies located at City Hall (Project); and

WHEREAS, on March 21, 2019, the City Council approved the design and authorized the Project for bid and subsequently awarded a construction contract to Santa Cruz Westside Electric Inc., dba Sandbar on October 3, 2019; and

WHEREAS construction began July 2020 with soil boring. The excavated soil was tested and results indicated contaminated soil classified as hazardous waste; and

WHEREAS, a Hazardous Material Management Plan was developed to provide handling, loading, transport and disposal of hazardous material in order to continue the construction; and

WHEREAS, the Sandbar provided a contract change order attached as Exhibit A hereto outlining the action necessary to continue the construction and mitigate the soil contamination; and

WHEREAS, the original project budget for the City Hall Solar Canopy Project is \$723,000 which includes contingencies in the amount of \$78,000; and

WHEREAS, the sum of the Project contracts including contingencies is approximately \$720,000. Since the construction just began and a large amount of uncertainty remains the original \$78,000 in contingencies is needed; and

WHEREAS, an additional amount of \$124,000 is needed to fund the soil contamination mitigation contract change order and is available in the Capital Reserve Fund.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to execute a change order amending the construction contract with Santa Cruz Westside Electric Inc., dba Sandbar to mitigate soil

contamination associated with the City Hall Solar Canopy Project for an amount not to exceed One Hundred Twenty Six Thousand Six Hundred Forty Seven Dollars (\$126,647) and an additional Eleven Thousand Dollars (\$11,000) of contingency with the Sage Renewables contract for design support during construction; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside appropriate \$135,000 from Capital Reserve Fund to the City Hall Solar Project (347-8910-9539) and direct the Finance Director to amend the fiscal year 2020/2021 budget to a total amount of \$670,337.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of September, 2020 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

		Contract Change Order		SANDBAR 2656 Mission St. Santa Cruz, CA 95060 831-469-8888 <i>Sandbar is a dba of Santa Cruz Westside Electric, Inc.</i>	
Project Name:	City of Seaside PV project	Contract Change #:	CO-4r1		
Project Address:	440 Harcourt Ave. Seaside, Ca. 93955	Change Order Date:	8/19/2020		
Subject:	Contaminated Soil Management & Disposal	Contract #:	347-9539		
Requested By:	Owner	Contract Date:	10/3/2020		
A. Description of Contract/Changes in Scope:					Total Value
Provide soils testing and analytic reports; returned positive for contaminants (lead). Provide HMMP for to ensure worker safety. Provide excavation, handling, and disposal of hazardous materials. Disposal site will be Kettelman City Waste Management. Excavation, conduit installation, backfill and cap will be by a HAZOPERS company. Deduct trench, backfill, conduit, surface restoration and offhaul. Addition of frack tank, PM and AM hours, stockpiles and trench plates. Relocate fence during stoppage time . Refresh site locate marks. See attached reference letter to Scott Ottmar dated 8/18/2020.					\$ 126,646.56
B. Revised Billing Milestones: <i>Upon completion of a Milestone, Contractor will prepare and deliver an invoice to Owner specifying each milestone completion for which payment is sought. Payment terms are due upon receipt.</i>					Amount
1	Module procurement				\$ 93,075.00
2	Permit Acquisition				\$ 12,500.00
3	Mobilization				\$ 36,340.00
4	Site General Conditions				\$ 12,740.00
5	Canopy Construction				\$ 175,201.00
6	Electrical Construction				\$ 116,680.00
7	Site Construction				\$ 15,680.00
8	Point of Connection				\$ 5,200.00
9	CO-01 Engineering Deduction				\$ (14,000.00)
10	CO-02 POC revised interconnection				\$ 2,655.06
11	CO-03r1 Schedule change NO COST				\$ -
12	CO-04r1 Contaminated soil management				\$ 126,646.56
TOTAL					\$ 582,717.62
C. Change Order Summary					
Original Contract Value:	\$ 467,416.00	Contractor	Sandbar		
		Printed Name:	David A Brill		
Previous Change Orders:	\$ (11,345.00)	Signature:	<i>David A Brill</i>		
		Date:	8/21/2020		
Current Change Orders:	\$ 126,646.56	Owner			
		Printed Name:			
New Contract Value:	\$ 582,717.56	Signature:			
		Date:			



CHANGE ORDER WORK SHEET

Item	Description	Material Item	Matl Qty	Unit Cost	Matl Value	Labor Hours	Labor Rate	Total Labor Value	Total Value
1	Ninyo and Moore		1	\$ 8,100.00	\$ 9,720.00				\$ 9,720.00
2	HAZOPER company		1	\$ 91,998.00	\$ 110,397.60				\$ 110,397.60
3	Mud disposal		1	\$ 2,400.00	\$ 2,880.00				\$ 2,880.00
4	Ground water disposal		1	\$ 1,800.00	\$ 2,160.00				\$ 2,160.00
5	Soil disposal		1	\$ 12,636.00	\$ 15,163.20				\$ 15,163.20
	total				\$ 140,320.80			\$ -	\$ 140,320.80
6	Liquid waste storage tank		1	\$ 1,200.00	\$ 1,562.40				\$ 1,562.40
7	Stock piles		2	\$ 860.00	\$ 2,239.44				\$ 2,239.44
8	Restripe/refresh site locate marks		1	\$ 850.00	\$ 1,106.70				\$ 1,106.70
9	Project management hours		0	\$ -	\$ -	64	\$ 150.00	\$ 9,600.00	\$ 9,600.00
10	Trench plates		4	\$ 75.00	\$ 390.60	24	\$ 110.00	\$ 2,640.00	\$ 3,030.60
11	Relocate fence		0	\$ -	\$ -	8	\$ 110.00	\$ 880.00	\$ 880.00
									\$ -
									\$ -
	total				\$ 5,299.14			\$ 13,120.00	\$ 18,419.14
12	Deduct trench				\$ (10,150.00)				\$ (10,150.00)
13	Deduct conduit				\$ (5,075.00)				\$ (5,075.00)
14	Deduct backfill				\$ (6,640.00)				\$ (6,640.00)
15	Deduct asphalt				\$ (10,150.00)				\$ (10,150.00)
16	Deduct offhaul				\$ (1,950.00)				\$ (1,950.00)
									\$ -
									\$ -
									\$ -
	total				\$ (33,965.00)			\$ -	\$ (33,965.00)
	Sub total				\$ 111,654.94			\$ 13,120.00	\$ 124,774.94
17	Bond increase		1	\$ 0.02					\$ 1,871.62
	Total								\$ 126,646.56



August 18, 2020

Scott Ottmar
City of Seaside
440 Harcourt Ave.
Seaside, Ca.93955

Re: CO-04r1 – Contaminated Soils Management & Disposal

Dear Mr. Ottmar,

Please include this letter by reference with the accompanying Contract Adjustment for the above referenced Contaminated Soils Management & Disposal. Due to the discovery of lead contaminants under the project site, necessary mitigation measures will be required for the management and disposal of the extracted soils. Per the request of City Project Staff, soil samples were collected by Ninyo and Moore from the underground bore pit stockpiles and were sent to Torrent Laboratory Inc. for testing. The testing results of the analytical report showed contaminant levels exceeding the maximum allowable PPM for lead and other contaminants permissible for disposal at the local waste management district, but below the threshold that would have required it to be classified RCRA waste. It has been determined that the soil can be disposed of at the Waste Management facility in Kettleman City, Ca.

The additional scope of work required to manage and mitigate the soil handling and disposal is defined as:

1. Collection and testing of contaminated soil, mud and groundwater.
2. Excavation, handling, hauling and disposal of contaminated soil. The handling procedures included in this revised additional scope meet the requirement and guidance of the HMMP plan developed by Ninyo and Moore. The excavation, handling, hauling, and disposal will be completed by a third-party company that has the required OSHA certifications for the hazardous materials.
3. Additional work items include:
 - a. Creating and managing the existing stock piles
 - b. Storage tank for directional drilling mud
 - c. Steel plates to safely cover existing bore pits during this investigation and mitigation
 - d. Moving and relocating temporary fence due to the extended stoppage duration
 - e. Project Management and project administration effort related to coordinating with and managing the effort of disposing of the contaminated waste.

This additional work scope adjustment excludes or does not include future unforeseen conditions including but not limited to additional contaminants, obstructions, excavation issues and additional soils



and ground water testing and disposal if required or discovered. The work is expected to be completed before winter storm water rules and mitigations are required. Should delays in approval not allow

completion prior to winter, additional cost not included in this change order would be necessary. Efforts to eliminate scope gap have been made to the best of our ability, but if additional actions, mitigations or costs are required in order to safely and correctly dispose of the soils, mud and wastewater, those will be at additional cost.

This additional scope will require an extension to the completion date milestone set in the contract. An additional 60 days will be required after full approval of this change order.

The attached Contract Adjustment for presents the value of this adjustment and amendments to the Schedule of Values for the Project. A supplemental breakdown worksheet is also included for reference.

Should you have any questions, please do not hesitate to contact me directly.

Very Truly,

SANDBAR

SOLAR & ELECTRIC

David Brill

Project Manager



2525 Stanwell Drive, Suite 200
Concord, CA 94520
(925) 574-2600 telephone
(925) 574-2601 facsimile
License No. 764815 A-HAZ-C21
www.icsinc.tv

August 14, 2020

David Brill
Project Manager
Sandbar Solar
2656 Mission Street
Santa Cruz, California 95060

via email: dave@sandbarsc.com

RE: SCOPE OF WORK AND COST ESTIMATE FOR TRENCHING AND CONDUIT INSTALLATION AT 440 HARCOURT AVENUE, SEASIDE, CALIFORNIA (ICS PROPOSAL NO. 20-1274)

Innovative Construction Solutions (ICS) is pleased to submit this fixed-firm/unit-price cost proposal to provide labor and materials for a trenching and installation of conduit at the above referenced site. This proposal is based on the request and information provided in your email dated August 5, 2020. Based on this information, ICS has prepared the following scope of work and cost estimation for your review. ICS will provide the labor, equipment and material to perform the following activities:

I. Preconstruction and Mobilization Activities

- Prepare site specific Health and Safety Plan and Job Hazard Analysis (JHA). ICS' crews adhere to a strict behavior-based safety program, and our team members are committed to performing safe acts. JHAs will be reviewed each morning during daily tailgate safety meetings and before any new task is started.
- Notify Underground Service Alert (USA).
- Perform site visit to layout trenches for USA marking based on underground obstructions and actual trench locations.
- Attend pre-construction site meeting.
- Mobilize all personnel, equipment and materials

II. Trenching, Piping, Backfill and Resurfacing Activities

- Saw cut and remove asphalt from approximately 300-linear feet of trench from the bore pit to the Array 2. Load asphalt into a truck for off-site disposal/recycling.
- Protect the trenches with temporary fence supplied by others.
- Excavate approximately 300-linear feet of 18-inch wide by 36-inch deep trench. Soil from the trenching activities will be stockpiled on and covered with 6-mil poly sheeting.
- Shade trenches with 4-inches of bedding sand.
- Install 3-inch schedule 40 PVC conduit from stub-up locations and 1-inch schedule 40 conduit from Array 1 to Array 2.
- Shade pipe with bedding sand to 4-inches over the pipes.

- Backfill trenches with 1-sack slurry to within 4-inches of finished grade.
- Resurface trenches with up to 4-inches of new hot asphalt.
- Soil from the trenching activities will be profiled and loaded into trucks for off-site disposal.

III. Bore Pit Backfill Activities

- Pump water from one (1) bore pit located near the new transformer. Tank will be pumped into a tank for sampling.
- Backfill two (2) 5-foot by 5-foot by 4-foot bore pits with 1-sack slurry to within 4-inches of finished grade.
- Resurface bore pits with 4-inches of new asphalt.
- Drilling mud will be profile and transported to an off-site facility of disposal.
- Water from the bore pit will be sampled, profiled and transported to an off-site facility for disposal.

IV. Pull Box Installation Activities

- Install up to three (3) electrical pull box supplied by others.
- Install concrete skirts around pull boxes.

COST:

ICS will perform the scope of work described herein for a fixed-firm price of **\$91,998.00**. All pricing is subject to the conditions, assumptions and exclusions listed herein.

Disposal Cost:

1. Transportation and Disposal of Drilling Mud – 2,000-gallon @ \$1.20 per gallon:	\$2,400.00
2. Transportation and Disposal of Groundwater – 1,000-gallon @ \$1.80 per gallon:	\$1,800.00
3. Transportation and Disposal of Non-RCRA Soil – 90-tons @ \$140.40 per ton:	\$12,636.00

ASSUMPTION/CONDITIONS:

- Proposal based on 8-hour standard working days (Monday - Friday).
- Plan check, plan check fees and permits are not included.
- Excludes pipe alignment survey and as-built survey.
- Temporary fence will be supplied by others.
- Water is available at no cost to ICS.
- Work area will be clear of any equipment or materials.
- Drilling mud and groundwater transportation and disposal will be invoiced at the per gallon rate.
- Soil transportation and disposal will be invoiced at the per ton rate.
- Protection, replacement, re-routing and/or relocation of utilities or structures is not included.
- Stormwater and/or groundwater handling and/or treatment is not included.

- All equipment and materials will be stored on-site daily/nightly.
- Delays beyond the control of ICS may result in additional charges.
- Personal protection greater than level D is not included.
- This proposal is subject to a mutually agreeable contract agreement and work schedule.
- Bid pricing valid for 90 days.
- Pricing based on prevailing wages rates.

ICS appreciates the opportunity to submit this proposal to Sandbar Solar. If you have any questions or comments regarding this proposal, please contact me at (714) 893-6366.

Sincerely,



Tim Patsos
Senior Estimator

Hazardous Material Management Plan

City of Seaside City Hall

440 Harcourt Ave

Seaside, California

Sandbar Electric

2656 Mission Street | Santa Cruz, California 95060

August 13, 2020 | Project No. 403819001



Geotechnical | Environmental | Construction Inspection & Testing | Forensic Engineering & Expert Witness

Geophysics | Engineering Geology | Laboratory Testing | Industrial Hygiene | Occupational Safety | Air Quality | GIS

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

August 13, 2020
Project No. 403819001

Mr. David Brill
Sandbar Electric
2656 Mission St.
Santa Cruz, California 95060

Subject: Hazardous Material Management Plan
440 Harcourt Ave
City of Seaside City Hall
Oakland, California

Dear Mr. Brill:

Ninyo & Moore has prepared the enclosed Hazardous Material Management Plan for guidance on the handling, loading, transport and disposal of hazardous materials during the installation of solar equipment for the City of Seaside City Hall. We appreciate the opportunity to provide our services on this project.

Respectfully submitted,
NINYO & MOORE



Kris M. Larson, PG 8059
Principal Environmental Geologist

KML/DWB/gvr

Distribution: Addressee (via email)



Duane W Blamer, P.G
Principal Geologist



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FIGURES

1 – Site Location

2 – Site Plan

APPENDIX

Appendix A – Monterey One Water Sanitary Sewer Discharge Ordinance and Groundwater Discharge Application

1 INTRODUCTION

This Hazardous Material Management Plan (HMMP) has been prepared for guidance on the handling, loading, transport and disposal of hazardous materials during the installation of solar equipment for the City of Seaside City Hall property located at 400 Harcourt Avenue in Seaside, California (site) (Figure 1). The site is occupied by several municipal buildings and an approximate 47,000 square-foot parking lot. The contractors scope of work for this project is to install pits and trenches to accommodate solar equipment.

The definition of a hazardous material is any substance that is toxic, corrosive, an irritant, a strong sensitizer, flammable, combustible, radioactive, or that may cause personal injury or illness as a proximate result of any customary or reasonable foreseeable handling or use. Hazardous waste materials in California are classified as either non-Resource Conservation Recovery Act (RCRA)-hazardous waste or RCRA-hazardous waste. Non-RCRA-haz waste is a contaminated substance that meets the definition of hazardous waste as defined in the California Code of Regulations (CCR) Title 22 Sections 66261.20 through 66261.24 and 22 CCR 66261.101. A RCRA-hazardous waste is a contaminated substance that meets the definition of hazardous waste as defined in California Citation 22 CCR 66261.100 and 101.

2 PURPOSE

This HMMP will discuss areas of the site with known or potential impacts of constituents of concern (COCs) that create an environment that may be classified as hazardous. An obstruction was encountered at boring B-2 and it was not advanced to the planned depth, however, a soil sample was collected at this location.

3 BACKGROUND

3.1 Regulatory Agency Document Review

Ninyo & Moore researched state agency environmental databases, including the Regional Water Quality Control Board (RWQCB) Geotracker and Department of Substances Control (DTSC) Envirostor websites, in an effort to locate any environmental reports or other documents relating to the site or surrounding properties which may give an indication of the source of the known elevated lead impacts to site soils. The site was listed as a historical Waste Discharge Requirement (WDR) site; however, no reports, documents or historical information relating to the WDR were included in Geotracker. The nearest off-site property that was listed is the Embassy Suites hotel located at 1441 Canyon Rey Blvd and approximately 800 to 1,000 feet north of the site. This property was historically a junkyard with elevated concentrations (up to 1,700 milligrams

per kilograms) of lead in soils. However, based on the distance of the property from the site, and the data reviewed, which indicates that the highest concentrations of lead in soils are contained within the property boundaries, it does not appear that this property is the source of the lead-impacted soils at the site.

4 AREAS OF POTENTIAL SURFACE OR SUBSURFACE HAZARDOUS MATERIALS

Two soil stockpiles were created from two bore pits on site (identified as Bore Pit 1 and Bore Pit 2 on Figure 2). A soil stockpile sample was collected from one of the stockpiles and analyzed for several potential COCs including total petroleum hydrocarbons (TPH), volatile organic hydrocarbons (VOCs), organochlorinated pesticides (OCPs) and Title 22 metals. Sample results reported lead at 975 milligrams per kilograms (mg/kg), which is more than ten times greater than the soluble limit threshold concentration (STLC) for lead and more than 20 times greater than the toxicity characteristic leaching procedure (TCLP) for lead. Based on these results a STLC waste extraction test (WET) and TCLP were run to evaluate the waste classification for the soil stockpile. The results included 27.6 milligrams per liter (mg/L) for the STLC WET and 0.216 mg/L for the TCLP, which classifies the soil as non-RCRA Class I hazardous waste. Additional metal, TPH and OCP compounds were also detected above laboratory reporting limits; however, these concentrations were all below hazardous waste screening criteria.

Site construction personnel have also indicated that fill soils on site contain debris, which is likely the source of the soil contamination. The debris has also been observed at depths below the water table on site.

4.1 Areas of Exposed Soil

Current areas of exposed soil include two soil stockpiles, the sources of which were Bore Pits 1 and 2. As discussed above, one of the stockpiles was classified as non-RCRA Class I hazardous waste. Due to the observance of subsurface debris during the bore pit excavations, the remaining soil stockpile and trench soils are also potentially hazardous.

4.2 Volume of Hazardous Soil

According to Sandbar, approximately 60 cubic yards (cy) of soil will comprise the total soil volume from the bore pits and trenches on site. Based on the elevated total lead and STLC WET results in the initial stockpile sample, all 60 cy will be classified as Class I non-RCRA hazardous waste.

4.3 Handling and Storage

Soil classified as hazardous materials can only be handled by 40-hour HAZWOPER trained personnel with updated 8-hour refresher training. During excavation and grading activities in areas where hazardous materials are identified in soil, an Environmental Consultant (Consultant) will monitor construction and excavation activities, provide guidance to the Environmental Contractor (Contractor), who will operate with 40-hour hazwoper trained personnel, on segregation of materials, as necessary, and document the on-site reuse of excavated materials, if any. During construction the Contractor will take such measures, as needed, such as the application of water or a change in operations or equipment in order to inhibit fugitive dust from becoming airborne on site, as well as leaving the site.

As applicable, a staging area will be set up by the Contractor for storage of temporary hazardous material stockpiles. The stockpiles will be managed in accordance with this document. It is recommended that excavated hazardous materials be removed as soon as possible after construction activities allow. In general, the stockpiled hazardous materials will be:

- placed on a relatively impervious surface, such as asphalt, concrete, or on 10 millimeter (mil) or thicker plastic sheeting;
- sprayed or misted with water to minimize dust emissions during stockpiling, if necessary;
- securely covered with a 6-mil or thicker plastic sheeting to minimize runoff from rain; and
- configured in such a manner that surface water runoff, if present, from the stockpile does not carry stockpiled materials beyond the stockpile area.

The Environmental Consultant will assist the Contractor with removing hazardous material stockpiles from the site in a timely manner to avoid nuisance complaints. The materials will be temporarily stockpiled on-site by the Contractor in accordance with hazardous waste regulations and removed within 90 days of intrusive activities.

The Contractor shall implement Best Management Practices (BMPs) to protect the temporary hazardous material stockpiles from erosion and storm water run-on and runoff. The BMPs include, but are not limited to, the following:

- erosion control;
- storm water drainage control;
- secondary containment (as applicable);
- fugitive emission control of dust and/or vapors;

- wind dispersion control;
- spill prevention; and
- additional BMPs specified in the project Stormwater Pollution Prevention Plan (SWPPP).

4.4 Transport and Disposal

Non-RCRA (California) hazardous wastes may be disposed of at a California hazardous waste Class I landfill facility, or out-of-state, non-RCRA hazardous waste facility. Hazardous material transporters and disposal facilities used must be appropriately licensed and/or permitted and properly insured. The Contractor will manage the transportation and disposal of hazardous materials to Class I non-RCRA waste landfills. The Contractor shall prepare waste profiles and manifests for review by the Consultant and signature by the site owner. Manifests and waste profiles will be forwarded to the appropriate Class I disposal facility for acceptance. The Contractor shall be responsible for the scheduling of shipments of wastes after notice of acceptance.

Coordinating vehicles and vessels entering the site for loading and off-site disposal of site materials shall be tracked through documentation, by the Contractor or Consultant's Field Environmental Professional. Vehicles and vessels shall be decontaminated, as necessary, prior to their departure from the site. Care shall be taken to avoid spillage of hazardous materials and/or tracking such materials off site. The Contractor shall maintain a daily log of hazardous substances, or hazardous wastes removed from the site for disposal. The logs shall include a description of the truck, the date and time the truck left the site, and the destination. Upon project completion, the logs shall be accompanied by copies of waste hazardous manifests and load tickets that document receipt of the waste at the permitted facility and the weight of the load.

Hazardous materials transported off site for disposal shall be performed in accordance with Department of Transportation (DOT) Hazardous Material Transportation regulations 49 CFR Parts 171 and 180, 40 CFR Part 262, Subpart B, and Title 22 CCR Section 66262, which involve packaging, placarding, labeling, and manifesting requirements. Hazardous wastes transported shall also have appropriate certification notices per 40 CFR Par 268 and Title 22 CCR Section 66268. Personnel having the required DOT-training shall perform DOT-related functions, if required. Trucks carrying hazardous materials shall be enclosed such that there is no odor or dust during transportation along the haul route identified in the project specifications. Open trucks shall not be permitted to transport hazardous materials from the site that may produce odor or dust during transportation. The soil transport vehicles will be loaded using a standard front-end loader or excavator. The loading will be conducted in a manner to reduce the potential to generate dust and vapor. Dust suppression during the loading will be performed by limiting the height of soil

drop from the loader to the truck and by lightly spraying or misting the stockpiles with water. The trucks will have loose soil debris removed via dry brushing the tires and truck body prior to site departure.

4.5 Potential Health Risks

Lead has been identified as present in sufficiently high concentrations on site to warrant that work be conducted in accordance with the applicable OSHA standards at this specific location. These standards include the Lead Exposure in Construction Standard (29 CFR 1926.62 and the California standard, Title 8 California Code of Regulations [CCR] 1532.1). Due to the hazardous environment at the site, a site Health and Safety Plan (HSP) will need to be prepared by a Certified Industrial Hygienist (CIH) and reviewed during site tailgate meetings to discuss health risks, personal protective equipment, and lead monitoring while working at this property.

5 POTENTIAL HAZARDOUS MATERIALS IN GROUNDWATER

Potential sources for hazardous wastes on site include subsurface debris, and the debris may be buried at depths below the groundwater table. Potential hazardous waste from the debris that may impact site groundwater may include petroleum hydrocarbon compounds, solvents, heavy metals, and pesticides. Due to this potentially hazardous environment, a site HSP will be reviewed during site tailgate meetings to discuss health risks, personal protective equipment, and lead monitoring while working at this property. A discussion of potential hazardous materials relating to groundwater follows.

5.1 Potential Constituents of Concern

Potential site COCs in groundwater encountered during dewatering activities may include fuel-related compounds in dissolved phase form or as free product, solvents, dissolved metals and pesticides.

5.2 Volume of Hazardous Groundwater

Since hazardous groundwater conditions have not been identified, measuring volumes on hazardous liquid (groundwater) waste is not possible. Therefore, groundwater encountered during dewatering activities will be considered as non-hazardous waste until classified otherwise and treated accordingly.

5.3 Handling and Storage

If dewatering occurs on site, groundwater samples will be collected by the Consultant, and analyzed by a State-certified analytical laboratory to evaluate potential COCs. If the groundwater

is classified as hazardous, dewatering activities will commence and include pumping the groundwater into an enclosed holding tank by 40-hour HAZWOPPER trained personnel with 8-hour refresher updates. The holding tank will be stored in a bermed area to be constructed on site, with the appropriate placards indicating the toxic nature of the material. All discharge outlets or drains on the tank will be examined daily for leakage, and if necessary, tightened, adjust, or replaced to prevent liquid leakage while stationed on site. The wastewater shall be stored on site for no more than 90 days subsequent to dewatering.

5.4 Discharge Options

There are two options for discharging the wastewater created from dewatering activities. The first option is to discharge the wastewater into nearby storm drains or surface water bodies according to National Pollutant Discharge Elimination System (NPDES) guidelines as discussed in the State Water Resources Control Board (SWRCB) Construction General Permit (CGP) (SWRCB, 2009), and the 2019 National Pollution Discharge Elimination System Permit (NPDES) Permit No. CAG912002RWQCB Discharge or Reclamation of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by VOCs, Fuel Leaks, Fuel Additives, and Other Related Wastes (VOC and Fuel General Permit) https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/npdes/R2-2017-0048/Order_No._R2-2017-0048-FINAL.pdf.

The second option is to discharge the wastewater directly into the sanitary sewer system. Wastewater discharged into the sanitary sewer must comply with the Monterey One Water Ordinance, formerly the Monterey Regional Water Pollution Control Agency Ordinance No. 2019-01. Further description of these guidelines is discussed in the following subsections.

5.5 Storm Drain or Surface Water Body Discharge Requirements

If groundwater is encountered during construction activities and the intent is for groundwater to be discharged directly into a storm drain or surface water body, wastewater will be treated according the VOC and Fuel Permit (Permit). The Permit offers guidance for the discharge or reclamation of extracted and treated groundwater resulting from the cleanup of groundwater at active or closed cleanup sites, such as fuel stations or construction sites. The Permit will cover discharges from the site to any surface waters, such as creeks or streams. Such discharges may occur directly to surface waters or through constructed storm drain systems. Any and all discharges will need to meet the effluent limitations discussed in the Permit.

5.6 Sanitary Sewer Discharge Requirements

If groundwater is encountered during construction activities and the intent is for groundwater to be discharged directly into the local sanitary sewer, wastewater samples will be collected following the Monterey One Water Ordinance for discharge to a sanitary sewer. A copy of the Ordinance and Groundwater Discharge Application is included in Appendix A. The Ordinance discusses the concentration sampling guidelines and effluent limits for various metals and other parameters. Except as indicated in §4.05.9(4)(b) and (c) of the Ordinance, the wastewater samples must be collected using 24-hour flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by Monterey One Water. Where time-proportional composite sampling or grab sampling is authorized by Monterey One Water, the samples must be representative of the discharge.

5.7 Transport and Disposal

Transport and disposal for hazardous wastewater will include contracting a hazardous waste transporter to transport the wastewater to a licensed treatment facility equipped to treat and dispose of hazardous wastewater following regulations discussed in Section 4.4 above. Although not anticipated, if tank car and tank truck loading/unloading activities occur on site, they will be conducted in a bermed area to be constructed on site, and in accordance with the requirements and regulation established by the DOT. Warning signs will be posted and verbal authorization required to prevent vehicular departure before complete disconnect of flexible or fixed transfer lines. Prior to filling and departure of tank car or tank truck, the lowermost drain and all outlet of such vehicles will be examined for leakage, and if necessary, tightened, adjusted, or replaced to prevent liquid leakage while in transit. Additionally, every hazardous material transport vehicle must be inspected when arriving or departing the site.

6 EQUIPMENT FUELING AND MAINTENANCE HAZARDOUS MATERIALS

Several types of vehicles and equipment will be used onsite throughout the project, including graders, scrapers, excavators, loaders, paving equipment, rollers, trucks and trailers, backhoes, forklifts, generators, compressors, and traffic control equipment. This equipment will be maintained and fueled in areas throughout the alignment during construction activities following non-storm water pollution control BMP guidelines.

6.1 Handling and Storage

Liquid hazardous materials relating to vehicle fueling and maintenance will be stored in closed containers in the Contractors staging yard. In general, BMPs shall be implemented to help prevent discharges of hazardous construction materials during delivery, storage, and use on site.

6.2 Transport and Disposal

Transport and disposal of liquid hazardous waste resulting from equipment maintenance will be conducted according to the applicable regulations.

6.3 Potential Health Risks

Potential health risk from hazardous materials used for fueling and equipment maintenance include petroleum hydrocarbons and other fueling compounds.

7 LIMITATIONS

The environmental services described in this plan have been conducted in general accordance with current regulatory guidelines and the standard-of-care exercised by environmental consultants performing similar work in the project area. No warranty, expressed or implied is made regarding the professional opinions presented in this report.

Our recommendations and opinions are based on an analysis of the observed site conditions and the referenced literature. If conditions different from those described in this report are encountered, our office will be notified and additional recommendations, if warranted, will be provided upon request. It should be understood that the conditions of a site could change with time as a result of natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore will be contacted if the reader requires any additional information or has questions regarding the content, interpretations presented, or completeness of this document. This report is intended exclusively for use by the client. Any use or reuse of this report by parties other than the client is undertaken at said parties' sole risk.

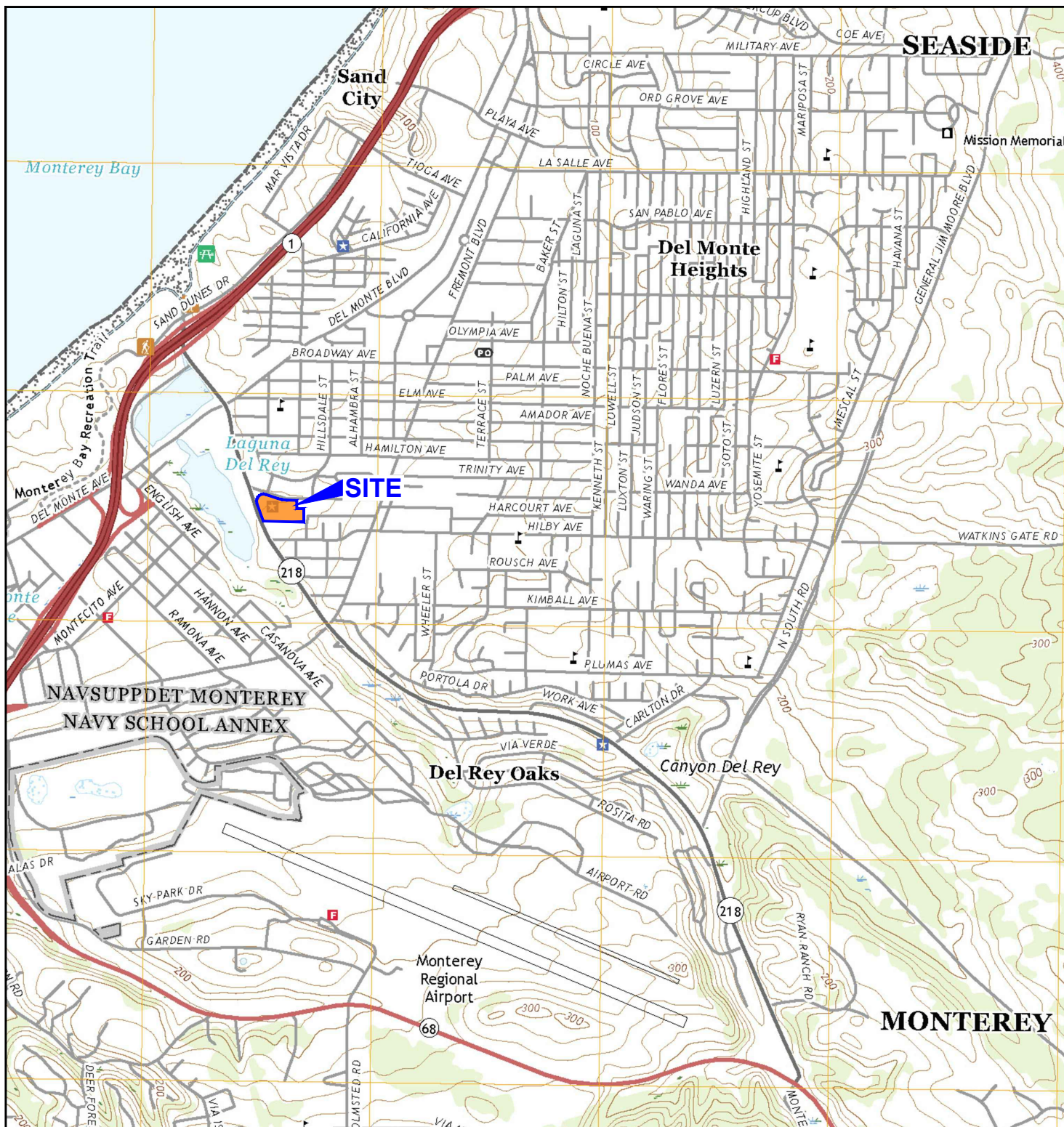
8 REFERENCES

State Water Resources Control Board, 2009 National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction and Land Disturbance Activities, Order NO. 2009-0009-DWQ NPDES No CAS0000002, dated September 2.



FIGURES

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NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE | REFERENCE: USGS, 2018

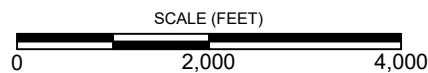


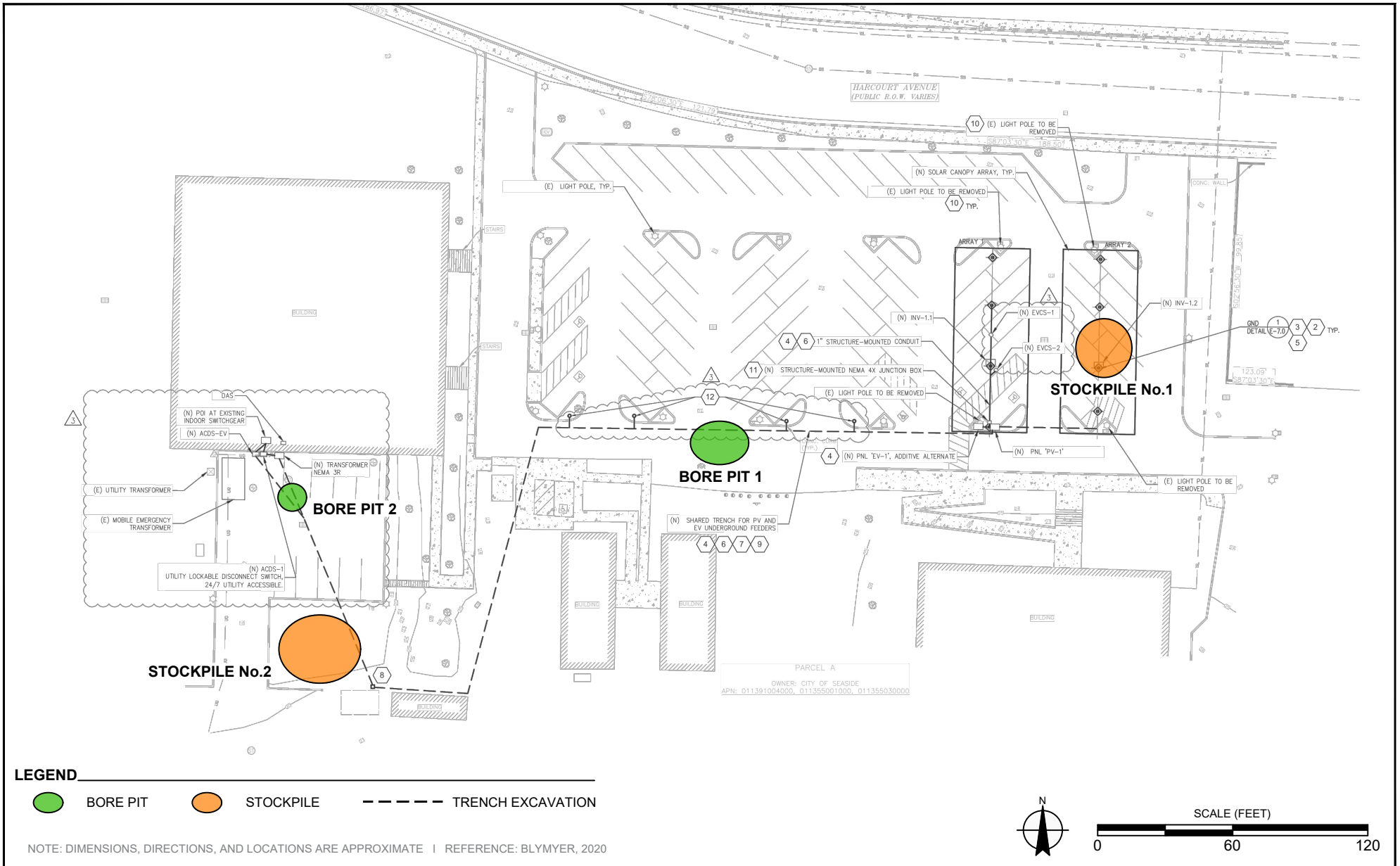
FIGURE 1

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

SITE LOCATION

CITY OF SEASIDE CITY HALL
440 HARCOURT AVENUE
SEASIDE, CALIFORNIA
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APPENDIX A

Monterey One Water Sanitary Sewer Discharge Ordinance and Groundwater Discharge Application

ORDINANCE NO. 2019-01

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE INTERCEPTION, TREATMENT AND DISPOSAL OF SEWAGE AND WASTEWATER; PROVIDING FOR AND REQUIRING CHARGES AND FEES THEREFOR; AND FIXING PENALTIES FOR THE VIOLATION OF SAID REGULATIONS

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THE BOARD OF DIRECTORS OF MONTEREY ONE WATER DOES ORDAIN AS FOLLOWS:

ARTICLE 1 – GENERAL PROVISIONS

§1.01 Short Title. This Ordinance shall be known as, and may be cited as, the Wastewater Discharge Ordinance of Monterey One Water, formerly the Monterey Regional Water Pollution Control Agency.

§1.02 Purpose and Policy. This Wastewater Discharge Ordinance (sometimes hereinafter "Ordinance" or "this Ordinance") is the legal authority which sets uniform requirements for discharges into the Wastewater collection and treatment system of Monterey One Water and all tributary collection systems and enables Monterey One Water to comply with the administrative provisions of the Clean Water Grant Regulations, and specifically incorporates and enforces Pretreatment Standards and requirements as defined in 40 CFR Part 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*." This Ordinance also enables Monterey One Water to comply with the water quality requirements set by the Central Coast Regional Water Quality Control Board (Central Coast Water Board) of the State of California and all applicable effluent limitations, national standards of performance, toxic and pretreatment effluent standards, Recycled Water standards, applicable biosolids standards, and any other discharge criteria which are required or authorized by state or federal law, and to derive the maximum public benefit by regulating the quality and quantity of Wastewater discharged into the Monterey One Water sewer system. This Ordinance provides a means for determining Wastewater volumes, constituents and characteristics, and setting of charges and fees, and the issuance of permits to certain Users. Revenues derived from the application of this Ordinance shall be used to defray Monterey One Water's cost of operating and maintaining adequate Wastewater collection and treatment systems, enforcing Pretreatment Standards and requirements, implementation of source control and Waste minimization programs and to provide improvements and depreciation.

§1.03 Definitions. Unless otherwise defined herein, terms and definitions shall be as adopted in the latest edition of "*Standard Methods for the Examination of Water and Wastewater*," published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Waste constituents and characteristics shall be measured in accordance with said *Standard Methods* unless expressly stated otherwise, or as established by Monterey One Water, federal or state regulatory agencies. For the purposes of this Ordinance, unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows:

1. **Act** – the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, Title 33 of the United States Code (33 U.S.C.) section 1251 et seq.
2. **Authorized or Duly Authorized Representative of the User:**
 - a. If the User is a corporation:
 - i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - ii. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for Wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manger in accordance with corporate procedures.
 - b. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 - c. If the User is a federal, state, or local government facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - d. The individuals described in §1.03(2)(a)-(c) may designate a duly authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to Monterey One Water.
3. **Building Sewer** – a sewer conveying Wastewater from the premises of a User to a Community Sewer or the Regional Wastewater Treatment Plant (RTP).
4. **Beneficial Uses** – uses of the water of the state that may be protected against quality degradation, including domestic, municipal, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves, and other uses, both tangible or intangible as specified by federal or state law.
5. **Best Management Practices (BMP)** – a schedule of activities, prohibition of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Article 2 of this Ordinance. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage, leaks, sludge, or Waste disposal, or drainage from raw materials storage.

6. **Carbonaceous Biochemical Oxygen Demand (CBOD)** – the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty (20) degrees centigrade, usually expressed as a concentration (e.g., mg/L).
7. **Categorical Pretreatment Standard or Categorical Standard** – any regulation containing pollutant discharge limits promulgated by the United States Environmental Protection Agency (USEPA) in accordance with sections 307(b) and (c) of the Clean Water Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
8. **Categorical Industrial User (CIU)** – an Industrial User subject to a Categorical Pretreatment Standard or Categorical standard.
9. **Community Sewer** – a sewer and/or pump station owned and/or operated by Monterey One Water, and/or by any public Member Entity of Monterey One Water, and/or by any Person who has a written contract for wastewater services by Monterey One Water, and which is tributary to the RTP.
10. **Compatible Pollutant** – CBOD, suspended solids, pH and fecal coliform bacteria, plus additional pollutants identified in Monterey One Water's National Pollutant Discharge Elimination System (NPDES) permit if the RTP was designed to treat such pollutants, and in fact, does remove such pollutants to a substantial degree.
11. **Contamination** – an impairment of the quality of the Waters of the State by Waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. Contamination shall include any equivalent effect resulting from the disposal of Wastewater, whether Waters of the State are affected.
12. **Daily Maximum** – the arithmetic average of all effluent samples for a pollutant collected during a calendar day.
13. **Daily Maximum Limit** – The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentrations derived from all measurements taken that day.
14. **Existing Source** – any source of discharge that is not a "New Source".
15. **General Manager** – the General Manager (GM) of Monterey One Water.
16. **Grab Sample** – a sample that is taken from a wastestream without regard for the flow rate in the wastestream and over a period of time not to exceed fifteen (15) minutes.
17. **Holding Tank Waste** – any Waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.
18. **Incompatible Pollutant** – any pollutant which is not a "Compatible Pollutant" as defined in this Section.
19. **Indirect Discharge** – the discharge or the introduction of pollutants into the Community Sewer or RTP from any source regulated under section 307(b) or (c) of the Act (33 U.S.C. section 1317), including holding tank Waste discharge.

20. **Industrial User** – an entity that contributes any Indirect Discharge to a Community Sewer or to the RTP.
21. **Industrial Waste Generator** – a facility that generates industrial Waste that may be hauled to the RTP for disposal by a Waste hauler.
22. **Instantaneous Limit** – the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of flow rate and duration of the sampling event.
23. **Interference** – a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:
 - a. Inhibits or disrupts the Community Sewer, RTP, or Recycled Water facility, its treatment processes or operations, or its sludge processes, use, or disposal; or
 - b. Therefore is a cause of a violation of any requirement of the Monterey One Water’s NPDES or other discharge permits, including an increase in the magnitude or duration of a violation, or of the prevention of Sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder [or more stringent State or local regulations]: Section 405 of the Act, the Solid Waste Disposal Act (SWDA), including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, the Toxic Substances Control Act, the State Drinking Water Act, and the Marine Protection, Research and Sanctuaries Act.
24. **Liquid Waste Hauler** – any person or company who hauls and disposes of liquid Wastes at the RTP.
25. **Local Limit** – specific discharge limits technically-developed and enforced by Monterey One Water upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR Part 403.5(a)(1) and (b) and in §2.01.1 and §2.01.2 of this Ordinance.
26. **Mass Emission Rate** – the weight of material discharged to the Community Sewer or RTP during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day (lb/day) of an individual constituent or combination of constituents.
27. **Monterey One Water Member Entities** – cities of Del Rey Oaks, Monterey, Pacific Grove, Salinas, Sand City, and Seaside, Marina County Sanitation District and the communities of Boronda, Castroville, Moss Landing, and Fort Ord in Monterey County.
28. **Monterey One Water Service Area** – the land areas of the Member Entities for which Monterey One Water provides Wastewater collection and/or treatment service by agreement or contract.
29. **Monthly Average** – the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.
30. **Monthly Average Limit** – the highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured

during a calendar month divided by the number of “daily discharges” measured during that month.

31. **National Categorical Pretreatment Standards** – any regulation containing pollutant discharge limits promulgated by USEPA in accordance with section 307(b), (c), and 402 (b) (8) of the Act (33 U.S.C. section 1347) and 40 CFR Part 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*" which applies to a specific category of Industrial Users.
32. **National Pollution Discharge Elimination System (NPDES) Permit** – a permit issued pursuant to section 403 of the Federal Act (33 U.S.C. section 1342) to Monterey One Water by the Central Coast Water Board that regulates the discharge of treated Wastewater to the Pacific Ocean.
33. **National Pretreatment Standard, Pretreatment Standard, or Standard** – any regulation containing pollutant discharge limits promulgated by USEPA in accordance with section 307(b), (c) and 402(b)(8) of the Act (33 U.S.C. section 1347) incorporated in 40 CFR Part 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*" which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR Part 403.5.
34. **New Source** –
 - a. Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - i. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
 - iii. The production or Wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
 - b. Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of §1.03(34)(a)(ii) or (iii), but otherwise alters, replaces, or adds to existing process or production equipment.
 - c. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
 - i. Begun, or caused to begin, as part of a continuous onsite construction program

- (1) Any placement, assembly, or installation of facilities or equipment; or
 - (2) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or
- ii. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
- 35. **Noncontact Cooling Water** – water used for cooling that does not come into direct contact with any raw material, intermediate product, Waste product, or finished product.
- 36. **Pass Through** – a discharge which exits the RTP into waters of the United States in quantities of concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Monterey One Water’s NPDES permit or a Waste Discharge Requirement and/or Water Recycling Requirement Permit, including an increase in the magnitude or duration of a violation.
- 37. **Person** – any individual, firm, company, partnership, association, the responsible corporate officer of any private, public, or municipal corporation, the United States of America, the State of California, districts and all political subdivisions, governmental agencies and mandatories thereof.
- 38. **pH** – a measure of the acidity or alkalinity of a solution, expressed in standard units.
- 39. **Pollutant** – dredged spoil, solid Waste, incinerator residue, filter backwash, Sewage, garbage, Sewage sludge, munitions, medical Wastes, chemical Wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial Wastes, and certain characteristics of Wastewater (e.g., pH, temperature, TSS, turbidity, color, CBOD, chemical oxygen demand, toxicity, or odor).
- 40. **Pollution** – an alteration of the quality of the Waters of the State by Waste to a degree which unreasonably affects such waters for beneficial use or affects the facilities which serve such beneficial uses. Pollution may include Contamination.
- 41. **Premises** – a parcel of real estate or portion thereof, including any improvements thereon, which is determined by Monterey One Water to be a single User for purposes of receiving, using, and paying for service.
- 42. **Pretreatment** – the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Community Sewer or RTP. The reduction or alteration can be by physical, chemical, or biological processes; process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

- 43. **Pretreatment Requirements** – any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on a User.
- 44. **Prohibited Discharge Standards or Prohibited Discharges** – absolute prohibitions against the discharge of certain substances. These prohibitions are identified in Article 2 of this Ordinance.
- 45. **Publicly Owned Treatment Works (POTW)** – a treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned, or leased, operated and maintained, by Monterey One Water or its Member Entities. This definition includes any devices or systems used in the collection, storage, treatment, and recycling of Sewage or industrial Wastes of a liquid nature and any conveyances, which convey Wastewater to a treatment plant.
- 46. **Recycled Water** – water which, as a result of treatment of Waste, is suitable for direct beneficial use or a controlled use that would not otherwise occur that is regulated by Title 22 of the California Code of Regulations.
- 47. **Regional Wastewater Treatment Plant (RTP)** – The Wastewater treatment plant operated by Monterey One Water.
- 48. **Saline Waste Hauler** – any person or company who hauls and discharges saline Wastes, as defined by this Ordinance, to the RTP.
- 49. **Septic Tank Waste** – any Sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.
- 50. **Sewage** – human excrement and gray water (household showers, dishwashing operations, etc.).
- 51. **Shall** is mandatory; **May** is permissive.
- 52. **Significant Industrial User (SIU)** – except as provided in §1.03(52)(c), (d) and (e) of this Ordinance, a Significant Industrial User is:
 - a. A User subject to Categorical Pretreatment Standards; or
 - b. A User that:
 - i. Discharges an average of twenty-five thousand (25,000) gallons per day or more of *process Wastewater* into the Community Sewer or POTW (excluding sanitary, non-contact cooling, and boiler blowdown Wastewater);
 - ii. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW; or
 - iii. Is designated as such by Monterey One Water on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement.
 - c. Monterey One Water may determine that a User subject to Categorical Pretreatment Standards is a non-significant Categorical Industrial User (NSCIU) rather than an SIU on a finding that the User never discharges more than one hundred (100) gallons per day of total categorical Wastewater (excluding sanitary, non-contact cooling, and boiler blowdown Wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

- i. The User, prior to Monterey One Water's finding, has consistently complied with all applicable Categorical Pretreatment Standards and requirements;
 - ii. The User annually submits the certification statement required in §4.04.7 of this Ordinance, together with any additional information necessary to support the certification statement; and
 - iii. The User never discharges any untreated concentrated Wastewater.
 - d. Monterey One Water may determine that a User subject to Categorical Pretreatment Standards is a middle tier Categorical Industrial User (MTCIU) on finding that the discharge of Categorical Wastewater does not exceed the following:
 - i. 0.01 percent of the design dry weather hydraulic capacity of the RTP, or 5,000 gallons per day (gpd), which ever is smaller, as measured by a continuous effluent flow monitoring device unless the Industrial User discharges in batches;
 - ii. 0.01 percent of the design dry weather organic treatment capacity of the RTP; and
 - iii. 0.01 percent of the maximum allowable headworks loading (MAHL) for any pollutant for which approved Local Limits were developed by Monterey One Water.
 - e. Upon a finding that a User meets the criteria in §1.03(52)(c) of this Ordinance has no reasonable potential for adversely affecting the RTP's operation or for violating any Pretreatment Standard or requirement, Monterey One Water may at any time, on its own initiative or in response to a petition received from the User, and in accordance with the procedures in 40 CFR Part 403.8(f)(6), determine that such User should not be considered an SIU.
53. **Significant Non-Compliance (SNC)** – applied to any User that:
- a. Chronic violations of Wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or requirement, including Instantaneous Limits as defined in §1.03(22) of this Ordinance;
 - b. Technical Review Criteria (TRC) violations, as defined as those in which thirty-three (33) percent) or more of Wastewater measurements taken for each pollutant parameter during a six- (6-) month period equal or exceeds the product of the numeric Pretreatment Standard or requirement including Instantaneous Limits, as defined in §1.03(22) of this Ordinance multiplied by the applicable criteria (1.4 for CBOD, TSS, fats, oils, and grease, and 1.2 for all other pollutants except pH);
 - c. Any other violation of a Pretreatment Standard or requirement as defined in Article 2 of this Ordinance (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the General Manager, or their designee, determines has caused, alone or in combination with other discharges, Interference or pass through, including endangering the health of Monterey One Water personnel or the general public;

- d. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or as resulted in the General Manager's exercise of its emergency authority to halt or prevent such a discharge;
 - e. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
 - f. Failure to provide within forty-five (45) days after the due date, any required report, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - g. Failure to accurately report noncompliance; or
 - h. Any other violation(s), which may include a violation of BMPs, which the General Manager, or their designee, determines will adversely affect the operation or implementation of the Monterey One Water Pretreatment Program.
- 54. **Special Hauled Waste Load** – any hauled liquid Waste that is not otherwise defined in this Ordinance, which has potential for disposal at the Monterey One Water treatment facility with prior approval.
 - 55. **Standard Industrial Classification (SIC)** – a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.
 - 56. **Slug Discharge** – any discharge at a flow rate of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or pass through, or in any other way violate Monterey One Water's regulations, Local Limits, or conditions of applicable permits regulating Monterey One Water.
 - 57. **Storm Water** – any flow occurring or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
 - 58. **Total Suspended Solids (TSS)** – the total suspended matter that floats on the surface of, or is suspended in, water, Wastewater, or other liquid, and that is removable by laboratory filtering.
 - 59. **Toxic Pollutant** – any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the USEPA under the provision of the section 307(a) of the Act.
 - 60. **United States Environmental Protection Agency (USEPA)** – the United States Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said Agency.
 - 61. **Unpolluted Water** – water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to Monterey One Water having jurisdiction thereof for disposal to storm or natural drainages or directly to surface waters.

- 62. **User** – any person who discharges, causes, or permits the discharge of Waste or Wastewater or disposes of Waste or Wastewater into a Community Sewer or the RTP.
- 63. **Waste** – Includes Sewage and any and all other Waste substances, liquid, solid, or gaseous, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operations of whatever nature prior to, and for purposes of, disposal.
- 64. **Wastewater** – liquid and water-carried industrial Wastes and Sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, public or private seawater or brackish groundwater desalination facilities, and institutions, whether treated or untreated, which are contributed to the Community Sewer or RTP.
- 65. **Waters of the State** – any water, surface or underground, including saline waters, within the boundaries of the State of California.

ARTICLE 2 – REGULATIONS

§2.01 Prohibitions on Discharges

§2.01.1 General Prohibitions. No User shall discharge into the Community Sewer or to the RTP any pollutant(s) which cause pass through or Interference. These general prohibitions and the specific prohibitions in §2.01.2 of this Ordinance apply to each User introducing pollutants into the Community Sewer or the RTP, whether or not the User is subject to National Pretreatment Standards or any federal, state, or local pretreatment requirements.

§2.01.2 Specific Prohibitions. No User shall introduce or cause to be introduced into the Community Sewer or RTP the following pollutants, substances, or Wastewater:

1. Pollutants which create a fire or explosion hazard in the Community Sewer or RTP, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Centigrade) using the test methods specified in 40 CFR Part 261.21. Reference closed cup flashpoint values may be found in the National Institute of Occupational Safety and Health (NIOSH) *Pocket Guide to Chemical Hazards*;
2. Pollutants which will cause corrosive structural damage to the Community Sewer or RTP, but in no case discharges with a pH lower than 6.0 or above 10.5 standard pH units;
3. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the Community Sewer or RTP resulting in Interference;
4. Any pollutant, including oxygen demanding and Compatible Pollutants (CBOD, TSS, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with the RTP;
5. Heat in amounts which will inhibit biological activity at the RTP resulting in Interference, but in no case, heat in such quantities that the temperature at the RTP exceeds 104 degrees Fahrenheit (40 degrees Centigrade) or 140 degrees Fahrenheit (60 degrees Centigrade) in the Community Sewer;
6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or pass through;
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the Community Sewer or RTP in a quantity that may cause acute worker health and safety problems;
8. Any Wastewater containing Toxic Pollutants in sufficient quantity, either singly or by interaction with other pollutants, that injure or interfere with any Wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the RTP, or exceed the limitation set forth in a national Categorical Pretreatment Standard. A Toxic Pollutant shall include, but not be limited to, any pollutant identified pursuant to section 307(a) of the Act; and
9. Unpolluted Water, pond water, Storm Water, ground water, precipitation, street drainage, or yard drainage shall not be discharged through direct or indirect connections to the Community Sewer or RTP unless a Wastewater discharge permit or written approval is issued by Monterey One Water. If a Wastewater

discharge permit is granted for the discharge of such water to the Community Sewer or RTP, the User shall pay the applicable charges and fees and shall meet such other conditions as required by Monterey One Water.

§2.03 National Categorical Pretreatment Standards – Users must comply with the applicable Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471.

§2.04 Prohibitions on Dilution as Substitute for Treatment – Except where expressly authorized to do so by an applicable Categorical Pretreatment Standard, no User shall increase the use of process water or, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a Pretreatment Standard.

§2.05 Limitations of Radioactive Wastes – No person shall discharge or cause to be discharged any radioactive Waste into a Community Sewer except:

1. When the User is authorized to use radioactive materials by the California Department of Public Health or other governmental agency empowered to regulate the use of radioactive materials, and
2. When the Waste is discharged in strict conformity with current California Radiation Control Regulations (Title 17 of the California Code of Regulations) and the Nuclear Regulatory Commission regulations and recommendations for safe disposal, and
3. When the User is in compliance with all rules and regulations of the other applicable regulatory agencies.

§2.06 Limitations on the Use of Garbage Grinders – Waste from garbage grinders shall not be discharged into a Community Sewer except:

1. Wastes generated in preparation of food normally consumed on the premises, or
2. Where the User has obtained a Wastewater discharge permit for the specific use from Monterey One Water, and agrees to undertake whatever self-monitoring is required to enable Monterey One Water to equitably determine the charges and fees based on the Waste constituents and characteristics.

Such grinders must shred the Waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the Community Sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

§2.07 Limitations on Point of Discharge – No person shall discharge any substances directly into a manhole or other opening in a Community Sewer other than through an approved building sewer unless that person has been issued a Wastewater discharge permit by or received written approval from Monterey One Water. If a Wastewater discharge permit or written approval is issued for such direct discharge, the User shall pay the applicable charges and fees and shall meet such other conditions as required by Monterey One Water.

§2.08 Holding Tank Waste – No User shall discharge any holding tank Waste into a Community Sewer unless it has been issued a Wastewater discharge permit by or received written approval from Monterey One Water. Unless otherwise allowed by Monterey One Water

under their terms and conditions of the Wastewater discharge permit or written approval, a separate permit or written approval must be secured for each separate discharge. This Wastewater discharge permit or written approval will state the specific location of discharge, the time of day the discharge is to occur, the volume of the discharge and the Wastewater constituents and characteristics. If a Wastewater discharge permit or written approval is granted for discharge of such Waste into a Community Sewer, the User shall pay the applicable charges and fees and shall meet such other conditions as required by Monterey One Water. An exception to the above is that no Wastewater discharge permit or written approval will be required for discharge of domestic Wastes from motor home holding tanks, provided that such discharges are made into a Monterey One Water-approved facility designed to receive such Wastes.

§2.09 Hauled Waste – No person shall discharge any trucked or hauled Waste without a Wastewater discharge permit issued by Monterey One Water. Only the following types of trucked or hauled Waste are accepted by Monterey One Water:

1. Acceptable liquid Wastes include domestic Wastes generated from residential and commercial (non-industrial) septic tanks, chemical Waste toilet Wastes, restaurant oil and grease, and dilute petroleum oil Wastes which are transported by truck to the RTP for processing and treatment. Examples of domestic sources include single and multiple family residences, hotels and motels, non-industrial commercial office complexes, campground, picnic grounds, and day use recreation areas.
2. Acceptable hauled saline Wastes include high salt concentration solutions from water softener regeneration, reverse osmosis reject/backwash, reverse osmosis membrane cleaning operations, chemical treatment for potable water system pollutant removal, and seawater are all acceptable provided that any associated pollutant levels meet all compliance limits in force at the time.
3. Special Hauled Waste loads include any hauled Waste that is not otherwise defined in this Ordinance, which has the potential for disposal at the RTP with prior approval by Monterey One Water.

§2.09.1 Waste Hauler Permits and Requirements

All Waste haulers disposing of Waste at the RTP are required to have a Waste hauler permit and have proof of a current registration as a saline, septage, or chemical toilet hauler with the County of Monterey Department of Public Health. The following requirements apply to Waste haulers:

1. All hauled Wastes, liquid, saline waste, or otherwise defined by this Ordinance, generated outside of Monterey, Santa Cruz, or San Benito Counties must be approved by Monterey One Water prior to disposal at the RTP.
2. Waste haulers must provide advanced notice no later than one (1) business day before the expected discharge to allow for Monterey One Water to review and respond to the request.
3. Discharge procedures are provided in the Waste hauler permit, and Waste haulers not complying with the discharge procedures may be subject to enforcement action in accordance with Articles 6 and 7 of this Ordinance. The Waste receiving facility is located at the east end of the RTP. Monterey One Water requires a

special arrangement if Waste is hauled to the RTP outside of normal operating hours.

4. Each Waste hauler shall accurately complete the “Monterey One Water Hauled Waste Discharge Manifest” form for each load discharged to the RTP.
5. The acceptance of hauled Wastes may be terminated by Monterey One Water without prior notice due to RTP operational problems or other special circumstances.
6. A discharge report shall be filed with Monterey One Water a minimum of sixty (60) days prior to making any proposed changes to the character, location, or volume of the discharge.
7. Wastes not permitted to be discharged at the RTP must be transported to a state-approved disposal site. To protect the RTP against illegal discharges, Monterey One Water may require the Waste hauler to submit a copy of the official hauling manifest or “Waste Haulers Report” within thirty (30) days.
8. Monterey One Water reserves the right to sample all wastes prior to discharging to the RTP and to deny the discharge of any unacceptable waste. Monterey One Water reserves the sole right and authority to determine whether a Waste is acceptable for discharge. In the event there is uncertainty as to whether a Waste is acceptable, or whether there is a dispute in this regard, Monterey One Water shall render a decision, and this decision shall be final and binding.
9. The Waste shall have a relative respirometer toxicity of less than or equal to 1.2.
10. The Waste shall not have more than twenty (20) percent inert organic solids content by volume (e.g., grit, sands, silts, drilling muds) unless prior approval has been received from Monterey One Water.
11. The Waste shall not exceed any “Action Levels” as defined by the State Water Resources Control Board Division of Drinking Water or the County of Monterey Department of Environmental Health.

§2.09.2 Insurance and Binder Requirements

Each Waste hauler discharging wastes to the RTP shall be required to maintain insurance for Commercial General Liability, Vehicle Liability, and Workers’ Compensation. Required provisions and conditions of the policies are as follows:

1. The insurance shall have an endorsement naming Monterey One Water as an additional insured, and the policy shall have a standard cross-liability clause or endorsement.
2. The coverage shall be primary, and no other insurance or self-insurance such as may be utilized by Monterey One Water shall contribute to a loss under these policies.
3. The policy shall not be cancelled or materially altered without thirty (30) days prior notice to Monterey One Water.
4. The certificate and endorsement are to be signed by a person authorized by the insurers to bind coverage on their behalf.
5. Insurances shall have at least an “A: policy holders’ rating and XI financial rating” in accordance with the most current Best’s Key Rating Guide.

6. The Waste hauler shall furnish Monterey One Water with adequate certificates of insurance and endorsements demonstrating that the provisions and/or requirements stated above have been complied with.
7. Monterey One Water reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.
8. In lieu of all or a portion of the above-required coverage, Monterey One Water may accept, in its sole discretion, satisfactory evidence of equivalent self-insurance.

Commercial General Liability Insurance

Each waste hauler shall be required to maintain Commercial General Liability Insurance coverage which insures the hauler and Monterey One Water and its employees against claims of bodily injury, personal injury, and property damage. A minimum of \$1,000,000 per occurrence and combined single limit coverage for bodily injury, personal injury, and property damage is required. Coverage shall also include any vehicle (owned, leased, rented, or borrowed) used by the Waste hauler to dispose of hauled Waste at the RTP.

Vehicle Insurance

Each Waste hauler shall be required to maintain Vehicle Insurance coverage which insures the hauler and Monterey One Water and its employees against claims of bodily injury and property damage. A minimum of \$1,000,000 per occurrence and combined single limit coverage for bodily injury and property damage is required. Coverage shall also include any vehicle (owned, leased, rented, or borrowed) used by the Waste hauler to dispose of hauled Waste at the RTP.

Workers' Compensation Insurance

Each Waste hauler shall be required to maintain Workers' Compensation coverage as required by the State of California, which insures the hauler and Monterey One Water and its employees against claims of bodily injury and disease. A minimum of \$1,000,000 per occurrence and combined single limit coverage for bodily injury or disease is required.

Binder

Each Waste hauling company must furnish Monterey One Water with a cash deposit or an irrevocable letter of credit in the form acceptable to Monterey One Water in the sum of \$2,500.00, which shall be retained by Monterey One Water for so long as the Waste hauler is permitted and until a written application for a refund or release is received. All or a portion of the cash deposit or letter of credit may be surrendered to Monterey One Water pursuant a violation as outlined in Articles 6 and 7 of this Ordinance.

§2.10 Hauled Waste Generators – All hauled Waste generators shall request approval from Monterey One Water to have their Wastes disposed of at the RTP. A hauled Waste generator permit may be issued to a hauled Waste generator. The hauled Waste generator permit may include provisions requiring monitoring and reporting depending on the type and volume of Wastes that will be disposed of at the RTP. Violations of conditions of the hauled Waste

generator permit may result in denial of the Waste being disposed of at the RTP and subject to enforcement actions outlined in Articles 6 and 7 of this Ordinance.

§2.11 Local Limits

§2.11.1 The General Manager or their designee is authorized to establish Local Limits pursuant to 40 CFR Part 403.5(c).

§2.11.2 The following pollutant limits are established to protect against pass through and Interference. No User shall discharge Wastewater containing in excess of the following Daily Maximum Limits:

Pollutant	Maximum Daily Limit (mg/L)	Pollutant	Maximum Daily Limit (mg/L)
Ammonia as N	44	Molybdenum	90
Arsenic	0.42	Nickel	1.5
Cadmium	0.27	Selenium	0.80
Chromium	1.7	Silver	1.1
Copper	1.9	Phenolic compounds	8.1
Cyanide, total	0.53	Total Dissolved Solids	7,400
Lead	2.5	Zinc	2.6
Mercury, total	0.018		

The above Local Limits apply at the point where the Wastewater is discharged to the POTW. All concentrations for metallic substances are for total recoverable metal unless indicated otherwise. The General Manager, or their designee, may impose mass limitations in lieu of or in addition to the concentration-based limitations above.

§2.11.3 Best Management Practices – The General Manager, or their designee, may develop BMPs, by Ordinance or in a Wastewater discharge permit, to implement Local Limits and the requirements of Article 2.

§2.12 Denial of New or Increased Pollutant Contributions – Monterey One Water may deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the Community Sewer or RTP by Users where such contributions do not meet applicable Pretreatment Standards and requirements or where such contributions would cause the RTP to violate Monterey One Water's NPDES permit.

§2.13 Slug Discharge Evaluations – Monterey One Water shall evaluate whether each SIU needs a plan or other action to control Slug Discharges to the Community Sewer or RTP as required by 40 CFR Part 403.8(2)(vi). Monterey One Water will include any slug control requirements in a User's Wastewater discharge permit.

§2.14 Sewerage Design Requirements – All new sewers and connections to the Community Sewer or RTP shall meet all design requirements of all Member Entities owning the Community Sewer and having area jurisdiction in question, pursuant to the applicable Uniform Plumbing

Code adopted by said Member Entity, and shall also meet all design requirements as may be established from time to time by Monterey One Water.

§2.15 Monterey One Water's Right to Revision – Monterey One Water reserves the right to establish, by Ordinance, or in a Wastewater discharge permit, more stringent standards or requirements on discharges to the Community Sewer or RTP consistent with the purpose of this Ordinance.

ARTICLE 3 – WASTEWATER VOLUME DETERMINATION

§3.01 Determination of Volume – The volume of Wastewater that a User discharges to a Community Sewer shall be determined by Monterey One Water by use of one of the alternative methods described in this Article, with the method for each User or group of Users to be selected by Monterey One Water. Selection of such method will be based upon the principal activities of the User as they relate to Wastewater flows, fluctuation of flows, practicality of obtaining flow measurements, and other pertinent factors. The volume of the Wastewater being discharged shall be one of the factors used in establishing charges and may require certain Users to obtain Wastewater discharge permits in conjunction with the determination of their Wastewater volume.

§3.02 Metered Water Supply and Water Diversions – When charges and fees are to be based upon the water usage, such charges and fees shall be applied against the total amount of water used from all sources, unless in the opinion of Monterey One Water significant portions of water received are not discharged to a Community Sewer. The total amount of water used from public and private sources will be determined by means of public meters or private meters, installed and maintained at the expense of the User and approved by Monterey One Water. When charges and fees are to be based upon water usage, and where, in the opinion of Monterey One Water, a significant portion of the water received from any metered source does not flow into the Community Sewer because of the principal activity of the User or removal by other means, the charges and fees will be applied against the volume of water discharged from such premises into the Community Sewer. Written notification and proof of the diversion of water must be provided by the User, and approved by Monterey One Water, if the User is to avoid the application of the charges and fees against the total amount of water used from all sources. If acceptable to Monterey One Water, the User may install a meter of a type and at a location approved by Monterey One Water and at the User's expense. Such meters shall measure the amount of water diverted. Such meters shall be maintained at the expense of the User and be tested for accuracy when deemed necessary by Monterey One Water, at the expense of the User.

§3.03 Metered Wastewater Volume – When charges and fees are to be based upon the metered volume of Wastewater being discharged to a Community Sewer, the User shall install a meter of a type and at a location approved by Monterey One Water, at the User's expense. Such meter shall measure the amount of Wastewater being discharged and shall be maintained and tested for accuracy when deemed necessary by Monterey One Water, at the expense of the User.

§3.04 Estimated Wastewater Volume – For Users where, in the opinion of Monterey One Water, it is unnecessary or impractical to install meters, the charges and fees may be based upon an estimate of the volume to be discharged as calculated by Monterey One Water. A rational method will be used to estimate the quantity of Wastewater discharged and may consider such

factors as the number of fixtures, seating capacity, population equivalent, annual production of goods and services, or such other determination of water use necessary to estimate the Wastewater volume discharged.

ARTICLE 4 – DISCHARGE REPORTS, WASTEWATER DISCHARGE PERMITS, NOTIFICATION, REPORTING REQUIREMENTS AND ADMINISTRATION

§4.01 Notification of Hazardous Wastes Discharged to the Community Sewer or POTW

§4.01.1 All Users shall notify Monterey One Water, the USEPA Regional Waste Management Division Director, and state hazardous Waste authorities in writing of any discharge into the Community Sewer or RTP of a substance, which, if otherwise disposed of, would be a hazardous Waste under 40 CFR Part 261. Such notification must include the name of the hazardous Waste as set forth in 40 CFR Part 261, the USEPA hazardous Waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than 100 kilograms of such Waste per calendar month to the Community Sewer or RTP, the notification shall also contain the following information:

1. An identification of the hazardous constituents contained in the Wastes;
2. An estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month; and
3. An estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All Users shall provide notification no later than one hundred and eighty (180) days after the discharge of the listed or characteristic hazardous Waste.

§4.01.2 Discharges are exempt from the requirements of §4.01.1 of this Ordinance during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous Wastes, unless the Wastes are acute hazardous Wastes as specified in 40 CFR Parts 261.30(d) and 261.33(3). Discharge of more than fifteen (15) kilograms of non-acute hazardous Wastes in a calendar month, or of any quantity of acute hazardous Wastes as specified in 40 CFR Parts 261.30(d) and 261.33(3), requires notification.

§4.01.3 In the case of any new regulations under Section 3001 of RCRA, identifying additional characteristics of hazardous Waste or listing any additional substance as a hazardous Waste, the User must notify Monterey One Water, the USEPA Regional Waste Management Division Director, and state hazardous Waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

§4.01.4 In the case of any notification made under §4.01 of this Ordinance, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous Wastes generated to the degree it has determined to be economically practical.

§4.02 Notification of Potential Problems – All Users shall notify Monterey One Water *immediately* of all discharges that could cause problems in the Community Sewer, at the RTP, or the receiving waters, including any Slug Discharges of compatible or Incompatible Pollutants, accidental discharge of non-routine, episodic nature, or a non-customary batch discharge. This notification shall include the location of the discharge, the type of Waste, concentration and volume, if known, and corrective actions taken by the User. Monterey One Water may require that the User submit a detailed written report, describing the cause(s) of the discharge and measures taken by the User to prevent similar future occurrences, within five (5) days following such discharge.

Such notification does not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the Community Sewer or POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant of this Ordinance.

§4.02.1 Notices to Employees – In order that employees of Users be informed of Monterey One Water requirements, Users shall make available to their employees copies of this Ordinance together with such other Wastewater information and notices which may be furnished by Monterey One Water from time to time directed toward more effective water pollution control. A notice shall be furnished and permanently posted on the User's bulletin board advising employees whom to call in case of an accidental discharge in violation of this Ordinance.

§4.02.2 Preventive Measures – Any direct or indirect connection or entry point for persistent or deleterious Wastes to the User's plumbing or drainage system should be eliminated. Where such action is impractical or unreasonable, the User shall appropriately label such entry points to warn against discharge of such Wastes in violation of this Ordinance.

§4.03 Notification of Changes in Discharge – All Users shall notify Monterey One Water at least thirty (30) days in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous Wastes for which the User has submitted initial notification under 40 CFR Part 403.12(p) and §4.01 of this Ordinance. Monterey One Water may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Wastewater discharge permit application. Monterey One Water may modify the existing Wastewater discharge permit in response to the changed conditions or anticipated changed conditions. Monterey One Water may also deny such discharge in accordance with §2.12 of this Ordinance.

§4.04 Discharge Reports

§4.04.1 General Discharge Report – Monterey One Water may require that any User discharging or proposing to discharge Wastewater into a Community Sewer or to the RTP, file a periodic discharge report. The discharge report, at the discretion of Monterey One Water, may include but not be limited to, nature or process, volume, rates of flow, mass emissions rate, production quantities, hours of operation, number and classification of employees, or other information which relates to the generation of Waste including Wastewater discharge. Such reports may also include the chemical constituents and quantity of liquid or gaseous materials stored on site even though they are not normally discharged. In addition to discharge reports,

Monterey One Water may require information in the form of Wastewater discharge permit applications and self-monitoring reports.

§4.04.2 Baseline Monitoring Report – Users subject to federal Categorical Pretreatment Standards that are currently discharging to or are scheduled to discharge to the Community Sewer or RTP shall submit to Monterey One Water a Baseline Monitoring Report that meets all requirements and time guidelines set forth in 40 CFR Part 403.12(b) and any other such requirements as deemed appropriate by Monterey One Water.

§4.04.3 Pretreatment Compliance Report – Users subject to federal Categorical Pretreatment Standards shall submit to Monterey One Water a report on their compliance status with any Categorical Pretreatment Standard deadline. This report must be received within ninety (90) days following the date for final compliance with the applicable Categorical Pretreatment Standards, or in the case of a New Source within ninety (90) days following the commencement of introduction of Wastewater to the Community Sewer or RTP. This report shall contain the information described in 40 CFR Part 403.12(d).

§4.04.4 Periodic Compliance Reports – All SIUs shall submit periodic compliance reports on a semiannual basis (usually by July 15 and January 15 of each calendar year) to Monterey One Water that contain the information described in 40 CFR Parts 403.12(e) and (h).

§4.04.5 Report Certification Statement – All semiannual compliance reports shall contain a certification statement signed by a qualified professional indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment is required for the User to meet the applicable Pretreatment Standards and requirements. This statement shall contain the information described in 40 CFR Part 403.12(b)(6).

§4.04.6 Report Accuracy Statement – All reports, self-monitoring data submissions, and Wastewater discharge permit applications to Monterey One Water by Users shall contain the following accuracy statement and must be signed by the authorized or duly authorized representative of the User as defined in §1.03(2) of this Ordinance:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

§4.04.7 Non-Significant Categorical Industrial User Certification – A User determined to be an NSCIU by Monterey One Water must annually submit the following certification statement signed by the authorized or duly authorized representative of the User as defined in §1.03(2) of

this Ordinance. This certification must accompany the report(s) required by Monterey One Water:

“Based on my inquiry of the person or persons directly responsible for managing compliance with the Categorical Pretreatment Standards under 40 CFR Part ____, I certify that, to the best of my knowledge and believe that during the period from ____ to ____:

1. The facility described as ____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in §1.03(52)(c) of the Monterey One Water Ordinance XXXX;
 2. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
 3. The facility never discharged more than 100 gallons of total categorical Wastewater on any given day during this reporting period.
- This compliance certification is based on the following information:
-

§4.04.8 Date of Receipt of Reports – Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

§4.05 Wastewater Discharge Permits

§4.05.1 Mandatory Permits – Each SIU as defined in §1.03(52) of this Ordinance must obtain a Wastewater discharge permit before connecting to or discharging into a Community Sewer or the RTP.

§4.05.2 Optional Permits – Monterey One Water may require a Wastewater discharge permit for any User, in accordance with the terms of §4.05 of this Ordinance, including, but not limited to, the following categories:

- a. A User who request charges and fees to be based on metered water supply and water diversions, or metered Wastewater volume, or
- b. Any User whose Wastewater strength is less than the normal range for User classification to which he is assigned because of pretreatment, process changes or other reason, or
- c. Any User who will discharge Wastewater on a temporary basis, such as groundwater clean-up or storage tank rinsings.

§4.05.3 Wastewater Discharge Permit Application – Users seeking a Wastewater discharge permit shall complete and file with Monterey One Water a Wastewater discharge permit application, accompanied by the applicable fees. The applicant may be required to submit, in units and terms appropriate for evaluation, the following information:

1. Name, address, and SIC number of the applicant;
2. Volume of Wastewater to be discharged;

3. Wastewater constituents and characteristics including, but not limited to, those identified in §2.11 as determined by a laboratory approved by Monterey One Water;
4. Time and duration of discharge;
5. Average and thirty- (30-) minute peak Wastewater flow rates, including daily, monthly and seasonal variations, if any;
6. Site plan, floor plans, mechanical and plumbing plans and details to show all sewer and appurtenances by size, location and elevation;
7. Description of activities, facilities and plant processes on the premises, including all materials, processes and types of materials which are or could be discharged;
8. Each product produced by type, amount and rate of production;
9. Where known, the nature and concentration of any pollutants in the discharge which are limited by any Monterey One Water, state, or federal Pretreatment Standards, and a statement regarding whether or not the Pretreatment Standards are being met on a consistent basis and if not, whether additional operations and maintenance (O&M) and/or additional pretreatment is required for the User to meet applicable Pretreatment Standards;
10. If additional pretreatment and/or O&M will be required to meet Pretreatment Standards; the shortest schedule by which the User will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to this schedule:
 - a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
 - b. No increment referred to in paragraph (a) above shall exceed nine (9) months.
 - c. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the User shall submit a progress report to Monterey One Water including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to Monterey One Water.
11. Number and type of employees, and hours of work;
12. Any other information as may be deemed by Monterey One Water to be necessary to evaluate the Wastewater discharge permit application.

All Wastewater discharge permit applications must be signed by an authorized or duly authorized representative of the User, as defined in §1.03(2) of this Ordinance and contain the certification statement in §4.04.6 of this Ordinance. If the designation of an authorized or duly authorized representative of the User is no longer accurate because a different individual or

position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the User, a new written authorization satisfying the requirements of this section must be submitted to Monterey One Water prior to or together with any reports to be signed by an authorized or duly authorized representative of the User.

Monterey One Water will evaluate the data furnished by the User and may require additional information. After evaluation and approval of all the data required, Monterey One Water may issue a Wastewater discharge permit subject to terms and conditions provided herein. Incomplete or inaccurate Wastewater discharge permit applications will not be processed and will be returned to the User for revision. Monterey One Water may deny any application for a Wastewater discharge permit.

§4.05.4 Permit Conditions – Wastewater discharge permits shall be expressly subject to all provisions of this Ordinance and all other applicable ordinances, regulations, and charges and fees established by Monterey One Water. The conditions of Wastewater discharge permits shall be uniformly enforced by the General Manager, or their designee, in accordance with this Ordinance and applicable state and federal regulations.

Wastewater discharge permits must contain:

1. A statement that indicates the Wastewater discharge permit issuance date, expiration date, and effective date;
2. A statement that the Wastewater discharge permit is nontransferable in accordance with §4.05.7 of this Ordinance;
3. Effluent limits, including BMPs, based on applicable Pretreatment Standards;
4. Self-monitoring, sampling, reporting, notification, and recordkeeping requirements. These requirements shall include an identification of pollutants (or BMPs) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;
5. The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the discharge in accordance with §4.05.9.1 of this Ordinance.
6. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law;
7. Requirements to control Slug Discharges, if determined by Monterey One Water to be necessary; and
8. Any grant of the monitoring waiver by Monterey One Water must be included as a condition in the User's Wastewater discharge permit.

Wastewater discharge permits may contain the following:

1. The unit charge or schedule of charges and fees for the Wastewater to be discharged to the Community Sewer or RTP;
2. The average and maximum Wastewater constituents and characteristics;

3. Limits on rate and time of discharge or requirements for flow regulations and equalization;
4. Requirements for the installation of pretreatment technology, pollution control, construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the Community Sewer or RTP;
5. Requirements for installation of inspection and sampling facilities, including flow measurement devices; and
6. Other conditions as deemed appropriate by Monterey One Water to ensure compliance with this Ordinance or any regulations affecting the operation of the Community Sewer or RTP.

§4.05.5 Duration of Wastewater Discharge Permits – Wastewater discharge permits shall be issued for a specified time period, not to exceed five (5) years. A Wastewater discharge permit may be issued for a period less than a year or may be stated to expire on a specific date. The terms and conditions of the Wastewater discharge permit may be subject to modification and change by Monterey One Water during the term of the Wastewater discharge permit as limitations or requirements are modified and changed. Any changes or new conditions to a Wastewater discharge permit shall include a reasonable time schedule for compliance.

A User with an expiring Wastewater discharge permit shall apply for a Wastewater discharge permit reissuance by submitting a complete Wastewater discharge permit application, in accordance with §4.05.03 of this Ordinance, a minimum of ninety (90) days prior to the expiration of the User's Wastewater discharge permit.

§4.05.6 Wastewater Discharge Permit Modification – Within nine (9) months of the promulgation of a national Categorical Pretreatment Standard, Wastewater discharge permit of Users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a User, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater discharge permit, they must do so within one hundred and eighty (180) days after the promulgation of the applicable National Categorical Pretreatment Standard. In addition, the User with an existing Wastewater discharge permit shall submit to Monterey One Water within one hundred and eighty (180) days after the promulgation of an applicable Pretreatment Standard the information required in §4.05.3 of this Ordinance.

Monterey One Water may also modify a Wastewater discharge permit for good cause including, but not limited to, the following reasons:

1. To address significant alterations or additions to the User's operation, processes, or Wastewater volume or character since the time of the Wastewater discharge permit issuance;
2. A change in the Community Sewer or RTP that requires either a temporary or permanent reduction or elimination of the authorized discharge;
3. Information indicating that the permitted discharge poses a threat to the Community Sewer, RTP, the public, personnel, or receiving water;
4. Violation of any terms or conditions of the Wastewater discharge permit;

5. Misrepresentation or failure to fully disclose all relevant facts in the Wastewater discharge permit application or in any required reporting; or
6. To correct typographical or other errors in the Wastewater discharge permit.

§4.05.7 Transfer of a Wastewater Discharge Permit – Wastewater discharge permits are issued to a specific User for a specific operation. A Wastewater discharge permit shall not be reassigned, transferred or sold to a new owner, new User, different premises, or a new or changed operation.

§4.05.8 Revocation of Wastewater Discharge Permit – Any User who violates the conditions of its Wastewater discharge permit, applicable state and federal regulations, *or any provisions of this Ordinance, including, but not limited to, the following*, is subject to having its Wastewater discharge permit revoked:

1. Failure to notify Monterey One Water of significant changes to its discharge including, but not limited to, the volume and characteristics of the Wastewater, prior to the changed discharge;
2. Failure to provide prior notification to Monterey One Water of changed conditions pursuant to §4.03 of this Ordinance;
3. Misrepresentation or failure to fully disclose all relevant facts in the Wastewater discharge permit application;
4. Falsifying self-monitoring reports and certification statements;
5. Tampering with monitoring equipment;
6. Refusing to allow the General Manager, or their designee, timely access to the facility premises and records;
7. Failure to meet effluent limitations;
8. Failure to pay fines;
9. Failure to pay sewer charges;
10. Failure to meet compliance schedules;
11. Failure to complete a Wastewater survey or the Wastewater discharge permit application; or
12. Violation of any Pretreatment Standard or requirement, or any terms of the Wastewater discharge permit or this Ordinance.

Any violation of the terms and conditions of a Wastewater discharge permit shall be deemed a violation of this Ordinance and subjects the User to the sanctions set out in Articles 6 and 7 of this Ordinance. Obtaining a Wastewater discharge permit does not relieve a User of its obligation to comply with all applicable federal and state Pretreatment Standards or requirements or with any other requirements of federal, state, or local law.

§4.05.9 Self-Monitoring

1. **Monitoring and Analysis to Demonstrate Continued Compliance** – Self-monitoring reports required in this section shall contain the results of sampling and analysis of the User's discharge, including the flow and the nature and concentration, or production and mass where requested by Monterey One Water, of pollutants contained therein which are limited by the applicable national, state

and local Pretreatment Standards and Wastewater discharge permit requirements and which meet all sampling, analysis, and monitoring requirements contained in 40 CFR Part 403.12(g).

2. Notification of Self-Monitoring Violations and Repeat Sampling and Analysis Requirements – If sampling performed by a User indicates a violation, the User shall notify Monterey One Water within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to Monterey One Water within thirty (30) days after becoming aware of the violation.
3. Self-Monitoring Reports – The reports required in this section shall be based upon all data obtained through Monterey One Water-approved self-monitoring sampling and analysis which is performed by the User during the period covered by the report (all monitoring results must be reported). Monterey One Water shall specify the frequency and type of monitoring necessary to assess and assure compliance by Users with applicable national, state and local Pretreatment Standards and requirements.
4. Sample Collection – All Wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
 - a. Except as indicated in §4.05.9(4)(b) and (c) of this Ordinance, the User must collect Wastewater samples using 24-hour flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by Monterey One Water. Where time-proportional composite sampling or grab sampling is authorized by Monterey One Water, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate USEPA guidance, multiple Grab Samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by composited procedures as documented in approved USEPA methodologies may be authorized by Monterey One Water, as appropriate. In addition, Grab Samples may be required to show compliance with Instantaneous Limits.
 - b. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection methods.
 - c. For sampling required in support of baseline monitoring and ninety (90)-compliance reports, a minimum of four (4) Grab Samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, Monterey

One Water may authorize a lower minimum. For periodic compliance reports, the User is required to collect the number of Grab Samples necessary to assess and assure compliance with applicable Pretreatment Standards and requirements.

5. Analytical Requirements – All self-monitoring analyses shall be performed in accordance with procedures established by Monterey One Water pursuant to Section 304(h) of the Act and contained in 40 CFR Part 136 and amendments thereto, or with any other test procedures approved by Monterey One Water. Sampling shall be performed in accordance with the techniques approved by Monterey One Water. Where 40 CFR Part 136 does not include sampling or analytical techniques for the pollutants in question, or where the Monterey One Water determines that 40 CFR Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by Monterey One Water.
6. Reporting of Self-Monitoring Analysis Performed More Frequently Than Required – If a User is subject to self-monitoring reporting requirement(s), any pollutant monitored more frequently than required by Monterey One Water shall include the results of this monitoring in the self-monitoring report.

§4.05.9.1 Monitoring Waiver

Monterey One Water may authorize a User subject to a Pretreatment Standard, including a Categorical Pretreatment Standard, to forego sampling of a pollutant regulated by a Pretreatment Standard if the User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the User. This authorization is subject to the following conditions:

1. The waiver may be authorized where a pollutant is determined to be present solely due to sanitary Wastewater discharged from the facility provided that the sanitary Wastewater is not regulated by an applicable standard and otherwise includes no process Wastewater.
2. The monitoring waiver is only valid for the duration of the effective period of the Wastewater discharge permit, but in no case longer than five (5) years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent Wastewater discharge permit.
3. In making a demonstration that a pollutant is not present, the User must provide data from at least one sampling of the facility's process Wastewater prior to any treatment present at the facility that is representative of all Wastewater from all processes.
4. The request for a monitoring waiver must be signed by the authorized or duly authorized representative of the User as defined in §1.03(2) of this Ordinance and include the certification statement in §4.05.9.1(7) of this Ordinance.
5. Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the USEPA-approved method from 40 CFR Part 136

with the lowest minimum detection level for that pollutant was used in the analysis.

6. Any grant of the monitoring waiver by Monterey One Water must be included as a condition in the User's Wastewater discharge permit. The reasons for supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by Monterey One Water for three (3) years after expiration of the waiver.
7. Upon approval of the monitoring waiver and revision of the User's Wastewater discharge permit by Monterey One Water, the User must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR Part ____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of ____ [list pollutant(s)] in the Wastewaters due to the activities at the facility since the filing of the last periodic report."

8. In the event that a waived pollutant is found to be present or is expected to present because of changes that occur in the User's operations, the User must immediately comply with the monitoring requirements outlined in its Wastewater discharge permit.
9. This provision does not supersede certification processes and requirements established in Categorical Pretreatment Standards, except as otherwise specified in the Categorical Pretreatment Standard.

§4.05.10 Record-Keeping Requirements – Any User subject to the reporting requirements established in Article 4 of this Ordinance shall maintain records of all information resulting from any monitoring activities required. Such records shall include for all samples:

1. The date, exact location, method and time of sampling and the name(s) of the person or persons taking the samples;
2. The dates analyses were performed;
3. Who performed the analyses;
4. The analytical techniques/methods used; and
5. The results of such analyses.

Any User subject to reporting requirements shall be required to retain for a minimum of three (3) years any records of monitoring activities and results and shall make such records available for inspection and copying by Monterey One Water. This period of retention shall be extended during the course of any unresolved litigation regarding the User when requested by Monterey One Water.

§4.06 Monitoring Facilities – Users who propose to discharge, or who in the judgment of Monterey One Water could discharge now or in the future, Wastewater with Incompatible Pollutants (see §5.04 of this Ordinance) may be required to install a monitoring facility.

When more than one User discharges into a common building sewer, Monterey One Water may require installation of a separate monitoring facility for each User. Also when, in the judgment of Monterey One Water, there is a significant difference in Wastewater constituents and characteristics produced by different operations of a single User, Monterey One Water may require that separate monitoring facilities be installed for each separate discharge.

Monitoring facilities that are required to be installed shall be constructed, operated, and maintained at the User's expense. The purpose of a facility is to enable inspection, sampling, and/or flow measurement of Wastewaters produced by a User. If sampling or metering equipment is also required by Monterey One Water, it shall be provided, installed, and operated at the User's expense. The monitoring facility will normally be required to be located on the User's premises outside of the building. Monterey One Water may, however, when such a location would be impractical or cause undue hardship on the User, allow the facility to be constructed in the public street or sidewalk area with the approval of the public agency having jurisdiction over that street or sidewalk, and located so that it will not be obstructed by landscaping or parked vehicles.

If the monitoring facility is inside the User's fence, there shall be accommodations to allow safe and immediate access for Monterey One Water personnel, such as a gate secured with a Monterey One Water lock. There shall be ample room in or near such facility to allow accurate sampling and compositing of samples for analysis. The entire facility and the sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition by and at the expense of the User.

When, in the judgment of Monterey One Water, an existing User requires a monitoring facility, the User will be so notified in writing. Construction must be completed within ninety (90) days following written notification unless a time extension is otherwise granted by Monterey One Water.

§4.07 Inspection and Sampling – Monterey One Water shall inspect the facilities of any User to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where Wastewater is created or discharged shall allow Monterey One Water personnel ready access at all reasonable times to all parts of the premises for the purposes of inspection or sampling or in the performance of any of their duties. Monterey One Water shall have the right to set up on the User's property such devices as are necessary to conduct sampling or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with their security guards, that upon presentation of suitable identification, personnel from Monterey One Water shall be permitted to enter without delay for the purpose of performing their specific responsibilities.

§4.08 Pretreatment – Users shall make Wastewater acceptable under the limitations established herein before discharging into any Community Sewer or to the RTP. Any facilities required to pretreat Wastewater to a level acceptable to Monterey One Water shall be provided and maintained at User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to Monterey One Water for review and approval by Monterey One Water before construction of the facility. The review and approval of such plans and operating

procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent complying with the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by Monterey One Water. Any pretreatment facilities necessary to achieve compliance with all Categorical Pretreatment Standards, Local Limits, and prohibitions of this Ordinance must be provided within the time limitations specified by USEPA, the state, or Monterey One Water, whichever is more stringent.

§4.09 Protection from Accidental Discharge – Each User shall provide protection from accidental discharge of prohibited materials or other Wastes regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the User's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to Monterey One Water for review and approval by Monterey One Water before construction of the facility.

The review and approval of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this Ordinance.

§4.10 Confidential Information – All information and data on a User obtained from reports, questionnaires, Wastewater discharge permit applications, Wastewater discharge permit and monitoring programs, and inspections shall be available to the public or any other governmental agency without restriction unless the User specifically requests and is able to demonstrate, to the satisfaction of Monterey One Water, that the release of such information would divulge information, processes or methods which would be detrimental to the User's competitive position.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be available to governmental agencies for use in making studies; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics are not be recognized as confidential information.

Information accepted by Monterey One Water as confidential, shall not be transmitted to any governmental agency or to the general public by Monterey One Water until and unless prior and adequate notification is given to the User.

§4.11 Discharge from Outside Monterey One Water Service Area – Any User located partially or fully outside Monterey One Water's Service Area which seeks to discharge wastewater to the Community Sewer or the POTW shall first request in writing permission to discharge from the General Manager. Upon review and approval of such a request, Monterey One Water may enter a contractual agreement with the User which shall require the User to comply with all local, state, and federal pretreatment regulations as well as any National Categorical Pretreatment Standards yet to be promulgated. The agreement shall also be subject to such terms, conditions, and fees as Monterey One Water finds necessary or appropriate.

§4.12 Special Agreements – Special agreements and arrangements between Monterey One Water and any Users or agencies may be established when in the opinion of Monterey One Water, unusual or extraordinary circumstances compel special terms and conditions. Such agreements shall not, however, exempt the User from complying with any National Categorical Pretreatment Standard.

§4.13 Regulation of Waste Received from Within Monterey One Water Service Area

If a Person or jurisdiction within the Monterey One Water Service Area seeks to contribute Wastewater to the Community Sewer or to the RTP, it shall first request in writing permission to contribute or discharge from the General Manager. Upon review and approval of such a request, Monterey One Water may enter into an agreement with the contributing Person or jurisdiction. Prior to entering into the agreement, Monterey One Water shall request and obtain the following information from the contributing jurisdiction:

1. A description of the quality and volume of Wastewater discharged to the Community Sewer and/or RTP by the contributing Person or jurisdiction;
2. An inventory of all Users located within the contributing jurisdiction or the Person's property that are discharging to the Community Sewer and/or RTP; and
3. Such other information as Monterey One Water may deem necessary.

An agreement shall contain the following conditions:

1. A requirement for the contributing jurisdiction to adopt or the Person to agree to a sewer use ordinance which is at least as stringent as this Ordinance and Local Limits, including required baseline monitoring reports which are at least as stringent as those set out in §4.04.2 of this Ordinance. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to Monterey One Water's Ordinance or Local Limits;
2. A requirement for the contributing Person or jurisdiction to submit a revised User inventory on at least an annual basis;
3. A provision specifying which pretreatment implementation activities, including Wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing Person or jurisdiction; which of these activities will be conducted by Monterey One Water; and which of these activities will be conducted jointly by the contributing Person or jurisdiction and Monterey One Water;
4. A requirement for the contributing Person or jurisdiction to provide Monterey One Water with access to all information that the contributing jurisdiction obtains as part of its pretreatment activities;
5. Limits on the nature, quality, and volume of the contributing Person's or jurisdiction's Wastewater at the point where it discharges to the Community Sewer and/or RTP;
6. Requirements for monitoring the contributing Person's jurisdiction's discharge;
7. A provision ensuring Monterey One Water access to the facilities of Users located within the contributing Person's jurisdiction's boundaries for the purpose of

inspection, sampling, and other duties deemed necessary by Monterey One Water;
and

8. A provision specifying remedies available for breach of terms of the agreement.

ARTICLE 5 – WASTEWATER CHARGES AND FEES

§5.01 Schedule of Charges and Fees – A schedule of charges and fees shall be adopted by Monterey One Water, by ordinance or resolution, as permitted by law, which will enable it to comply with the revenue requirements of any grants or loans from local, state, or federal sources, and such charges and fees shall be determined in a manner consistent with regulations of those funding programs.

§5.02 Classification of Users – All Users are to be classified by Monterey One Water either by assigning each one to a "User category" according to the principal activity conducted on the User's premises, by individual User analyzation or by a combination thereof. The purpose of such collective and/or individual classification is to facilitate the regulation of Wastewater discharges based on Wastewater constituents and characteristics, to provide an effective means of source control, and to establish a system of charges and fees which will ensure an equitable recovery of Monterey One Water's costs.

§5.03 Types of Charges and Fees – The charges and fees as established in Monterey One Water's schedules of charges and fees, may include, but not be limited to:

1. User category charges;
2. Fees for connection to sewer system;
3. Fees for monitoring;
4. Fees for Wastewater discharge permit applications;
5. Appeal fees;
6. Charges and fees based on Wastewater constituents and characteristics to include cost recovery provisions of the Act;
7. Interruptible rate fees; and
8. Annexation fees.

§5.04 Basis for Determination of Charges – The charges and fees established for all Users or categories of Users shall be based upon the measured or estimated constituents and characteristics of the Wastewater discharge of that User or User category which may include, but not be limited to, CBOD, TSS, and volume. The constituents and characteristics may be either measured or estimated, as determined by Monterey One Water. The volume subject to charge shall be determined in accordance with Article 3 of this Ordinance.

§5.05 Basic Minimum Charge – Notwithstanding the provisions of §5.04, in any event the basic charge so determined for Users in the residential category shall constitute the basic minimum charge for all Users, and no User shall be charged less than this amount.

§5.06 Waste Hauler Fee Schedule

§5.06.1 Discharge Fees

There will be a discharge fee assessed to all Waste haulers, which for saline Waste, septic, and chemical toilet pumping trucks shall be based on the permitted capacity of the Waste hauler's truck and/or derived from the certified weight of the load delivered.

Monthly billing statements will be transmitted to the Waste haulers for the number of loads discharged at the RTP. If the Waste hauler does not record a load, it will be considered a violation of this Ordinance.

All billing statements will be transmitted at the end of the month and payment from the Waste haulers shall be due within fifteen (15) days of the billing date, after which it will be deemed delinquent. Delinquent Waste hauler fees may be grounds for termination of the Waste hauler's permit. There shall be a ten (10) percent surcharge assessed to all delinquent fees and any balances over sixty (60) days old shall be subject to a 1.5 percent monthly late charge.

§5.06.2 Waste Hauler Permit Fees

There will be an annual Waste hauler permit fee assessed to all Waste haulers each year. The fee shall be due and payable on January 15th of each calendar year and deemed delinquent on January 31st. Delinquent Waste hauler permit fees shall be grounds for termination of a Waste hauler's permit.

§5.07 Hauled Waste Generator Permit Fees

There will be an annual hauled Waste generator permit fee assessed to all generators of hauled Waste each year. The fee shall be due and payable on January 15th of each calendar year and deemed delinquent on January 31st. Delinquent hauled Waste generator permit fees shall be grounds for termination of a hauled Waste generator's permit.

ARTICLE 6 – ENFORCEMENT

§6.01 Notice of Violation – When Monterey One Water finds that a User has violated, or continues to violate, any provision of this Ordinance, a Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, Monterey One Water may serve upon that User a written notice of violation. Within fourteen (14) days of receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to Monterey One Water. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after the receipt of the notice of violation. Issuance of a notice of violation shall not be a bar against, or a prerequisite for, taking any other action against a User.

§6.02 Consent Orders – Monterey One Water may enter into consent orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as administrative orders issued pursuant to §6.04 and §6.05 of this Ordinance and shall be judicially enforceable. Issuance of a consent order shall not be a bar against, or a prerequisite for, taking any other action against a User.

§6.03 Show Cause Hearing – Monterey One Water may order a User which has violated, or continues to violate, any provision of this Ordinance, a Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, to appear before the General Manager, or their designee, and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. A show cause hearing shall not be a bar against, or a prerequisite for, taking any other action against the User.

§6.04 Compliance Order – When Monterey One Water finds that the User has violated, or continues to violate, any provision of this Ordinance, a Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, Monterey One Water may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may contain other requirements to address noncompliance, including additional self-monitoring and BMPs designed to minimize the amount of pollutants discharged to the Community Sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

§6.05 Cease and Desist Orders – When Monterey One Water finds that a discharge of Wastewater has taken place, in violation of prohibitions or limitations of this Ordinance, or the provisions of a Wastewater discharge permit, Monterey One Water may issue an order to cease

and desist, and direct the User not complying with such prohibitions, limits, requirements, or provisions to:

1. Comply forthwith;
2. Comply in accordance with a time schedule set forth by Monterey One Water; or
3. Take appropriate remedial or preventive action in the event of a threatened violation.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against a User.

§6.06 Administrative Fines – When the Director finds that a User has violated, or has continued to violate, any provision of this Ordinance, a Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, the Director may assess an administrative fine on such User. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term discharge limits, fines shall be assessed for each day during the period of violation.

A User not paying a duly assessed fine within the date specified in the issued notice of the fine shall be assessed a penalty, and interest (at the maximum legal rate) shall accrue on the total of the fine plus penalty as of the date of User's receipt of the penalty notice.

By ordinance or resolution the Monterey One Water Board shall adopt a schedule of fines, penalties and payment deadlines, to enable the Director to carry out the requirements of this Section 6.06.

A User assessed a fine and/or penalties may file a written request for Director's reconsideration, to be accompanied by full payment of fines and/or penalties then due, within 10 days following such assessment. By ordinance or resolution Monterey One Water shall adopt procedures for Director's reconsideration, notices, hearings where required, and other procedural matters including placement of liens on User property.

§6.07 Harmful Contributions – Monterey One Water may immediately suspend the Wastewater treatment service and/or Wastewater discharge permit when such suspension is necessary, in the opinion of Monterey One Water, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of the public or to the environment, causes Interference to the Community Sewer or RTP, or causes Monterey One Water to violate any condition of its applicable discharge permits.

Any User notified of a suspension of the Wastewater treatment service and/or the Wastewater discharge permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, Monterey One Water shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the Community Sewer or RTP or endangerment to any individuals. Monterey One Water shall reinstate the Wastewater discharge permit and/or the Wastewater treatment service upon proof of the elimination of the non-complying User describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. This proof shall be submitted to Monterey One Water within fifteen (15) days of the date of occurrence.

§6.08 Appeals – Any User, Wastewater discharge permit applicant, or Wastewater discharge permit holder affected by any decision, action, or determination made by Monterey One Water, interpreting or implementing the provisions of this Ordinance or in any permit issued herein, may file with Monterey One Water a written request for reconsideration within ten (10) days of such decision, action, or determination, setting forth in detail the facts supporting the User's request for reconsideration.

If the ruling made by Monterey One Water is unsatisfactory to the User requesting reconsideration, the User may within ten (10) days after notification of Monterey One Water action, file a written appeal to the Monterey One Water Board of Directors. The written appeal shall be heard by the Board of Directors within thirty (30) days from the date of filing. The Board of Directors shall make a final ruling on the appeal within fifteen (15) days of the close of the meeting. The General Manager's decision, action, or determination shall remain in effect during such period of reconsideration.

§6.09 Enforcement Response Plan – The General Manager, or their designee, is authorized and directed to prescribe regulations necessary to implement Articles 6 and 7 of this Ordinance and a Pretreatment Enforcement and Response Plan (ERP) as required by and in compliance with state and federal law and regulations. The ERP and any changes thereto shall be effective upon approval by resolution of the Board of Directors. Any enforcement measure or procedure contained in Articles 6 and 7 of this Ordinance and the ERP shall be considered to be complimentary and cumulative and not exclusive of any other enforcement measure or procedure and Monterey One Water may pursue any one or all of such measures or any other remedy or relief which may be provided for by law.

§6.11 Publishing of Dischargers in Significant Non-Compliance – Monterey One Water will provide annual public notification in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by Monterey One Water of Users which at any time during the previous twelve (12) months were in Significant Non-Compliance with applicable pretreatment requirements as defined in 40 CFR Part 403.8(f)(2)(viii) and §1.03(53) of this Ordinance.

ARTICLE 7 – ABATEMENT

§7.01 Public Nuisance – Discharge of Wastewater in any manner in violation of this Ordinance or of any order issued by Monterey One Water as authorized by this Ordinance, is hereby declared a public nuisance and shall be corrected or abated as directed by Monterey One Water. Any person creating a public nuisance shall be subject to provisions of Monterey One Water codes or ordinances governing such nuisance.

§7.02 Injunction – Whenever a discharge of Wastewater is in violation of the provisions of this Ordinance or otherwise causes or threatens to cause a condition of Contamination, pollution or nuisance, Monterey One Water may petition the Superior Court of Monterey County for the issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of such discharge. A petition for an injunction shall not be a bar against, or a prerequisite for, taking any other action against a User.

§7.03 Damage to Facilities – When a discharge of wastes causes an obstruction, damage, or any other impairment to Monterey One Water facilities, Monterey One Water may assess a charge against the User for the work required to clean or repair the facility and add such charge to the User's sewer service charge.

§7.04 Correction of Violations; Collection of Costs; Injunction – In order to enforce the provision of this Ordinance, Monterey One Water may correct any violation hereof. The cost of such correction may be added to any sewer service charge payable by the person violating the Ordinance or the owner or tenant of the property upon which the violation occurred, and Monterey One Water shall have such remedies for the collection of such costs as it has for the collections of sewer service charges. Monterey One Water may also petition the Superior Court of Monterey County for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of this Ordinance.

§7.05 Civil Liabilities and Penalties – Any User who intentionally or negligently violates any provision of this Ordinance, requirements, or conditions set forth in a Wastewater discharge permit duly issued, or who discharges Wastewater which causes pollution, or violates any cease and desist order, prohibition, effluent limitation, national standard of performance, pretreatment or toxicity standard, including non-discharge Pretreatment Standards, shall be liable to injunctive relief for non-compliance imposed by Monterey One Water for a maximum civil penalty of ten thousand dollars (\$10,000) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of violation. Monterey One Water may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including inspection, sampling, and monitoring expenses, and the cost of any actual damage incurred by Monterey One Water or its Member Entities.

Monterey One Water may petition the Superior Court of Monterey County to impose, assess and recover such sums. In determining such amount the court shall take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

§7.06 Falsifying of Information – Any User who knowingly makes any false statements, representation record, report, plan or other document filed with Monterey One Water, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, is hereby declared to be in violation of this Ordinance, and subject to the civil liabilities imposed under §7.05 of this Ordinance.

§7.07 Emergency Suspensions

Monterey One Water may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. Monterey One Water may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the RTP, or which presents, or may present, an endangerment to the environment.

1. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event a User's failure to comply voluntarily with the suspension order, Monterey One Water may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the Community Sewer or RTP, its receiving stream, or endangerment to any persons. Monterey One Water may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the General Manager that the period of endangerment has passed, unless termination proceedings in §7.08 of this Ordinance are initiated against the User.
2. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to Monterey One Water prior to the date of any show cause or termination hearing under §6.03 or §7.08 of this Ordinance.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

§7.08 Termination of Service – In order to effect its powers, Monterey One Water may enter upon private property for the purpose of inspection and maintenance of sanitary and Waste disposal facilities and may terminate service to property in which a violation of any rule, regulation, or this Ordinance is found to exist, including, but not limited to:

1. Violation of Wastewater discharge permit conditions;
2. Failure to accurately report the Wastewater constituents and characteristics of the discharge;
3. Failure to report significant changes in operations or Wastewater volume, constituents, and characteristics prior to discharge;

4. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
5. Violation of Pretreatment Standards in Article 2 of this Ordinance.

Prior to termination of service, however, the Monterey One Water Board of Directors shall notify, in writing, the owner and tenant, if any, of such property that service is intended to be so terminated and conduct a hearing thereon as herein provided. Such notice shall be mailed to the owner at the address shown on the records of the Assessor of the County, or as known to Monterey One Water, and a copy shall be delivered to the tenant or posted conspicuously on the property. The notice shall state the date of proposed termination of service and the reasons therefore and the date the Monterey One Water Board of Directors shall hold a hearing upon such intended termination. Such a hearing shall not be held less than ten (10) days subsequent to the giving of the notice as herein required.

§7.09 Criminal Prosecution

1. A User who willfully or negligently violates any provision of this Ordinance, Wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, or who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Ordinance, Wastewater discharge permit or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or through method shall, upon conviction, be guilty of a misdemeanor. Punishment for conviction shall be as set forth in Sections 19, 19.2, and 19.3 of the California Penal Code.
2. In the event of a second conviction, a User shall be punished by a fine of not more than the maximum allowable under state law per violation per day or imprisonment, or both.

§7.10 Remedies Nonexclusive

The remedies provided for this Ordinance are not exclusive. Monterey One Water may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with Monterey One Water's ERP. However, Monterey One Water may take other action against any User when the circumstances warrant. Further, Monterey One Water is empowered to take more than one enforcement action against any noncompliant User as necessary.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

§8.01 Severability – If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any User or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The Monterey One Water Board of Directors hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

§8.02 Repeal of Conflicting Ordinances – Ordinances No. 92-02, 93-03, 2000-01, 2008-01, and 2015-01 hereby are repealed. Further, in the event of conflict between this Ordinance and other ordinances, rules and regulations of Monterey One Water adopted prior to this Ordinance, the provisions of this Ordinance shall prevail.

§8.03 Publication of Ordinance – Within fifteen (15) days after the passage of this Ordinance, the Monterey One Water General Manager/Secretary shall cause it to be published at least once in a newspaper of general circulation published and circulated within Monterey County.

The foregoing Ordinance was introduced at a regular meeting of the Board of Directors of the Monterey One Water and was passed and adopted on August 26, 2019 by the following vote:

Effective Date – This Ordinance shall take effect and be in force thirty (30) days from and after the final passage and adoption hereof.

AYES: STEFANI, CARBONE, PHILLIPS, GAGLIOTI, MOORE, WILLIAMSON,
SMITH, DE LA ROSA, KISPERSKY

NOES: NONE

ABSENT: GRIER



Ron Stefani, Board Chair
Board of Directors

ATTEST:



Paul A. Sciuto, General Manager
Secretary to Board of Directors

**MONTEREY ONE WATER
GROUNDWATER DISCHARGE PERMIT APPLICATION**

GENERAL INFORMATION

1. Business name (discharger): _____

Business Address: _____

Mailing Address: _____

Site Address: _____

2. Consultant Name: _____

Consultant Address: _____

Contact Person: _____

Title: _____

Day Phone: _____

3. Emergency Contact Person: _____

Title/Company: _____

Day Phone: _____

Night Phone: _____

SOURCE OF CONTAMINATION

1. Has an underground storage tank been removed from this site?

Y Yes Y No

If yes, what product was stored in this tank? _____

Are there underground tanks scheduled for removal from the site?

Y Yes Y No

2. Describe the source of the groundwater contamination:

3. List the pollutants suspected to be present:

CLEAN UP OPERATION

1. Describe proposed pretreatment system:

2. Supplier of pretreatment equipment: _____

3. Estimated duration of clean-up operation: _____

4. Type of discharge:

Y Batch Y Continuous

5. If batch discharge:

Average number per day: _____

Average number per month: _____

Average volume per batch (gal). _____

If continuous discharge:

Average flow rate (gal) _____

Hours of operation _____

Days of operation _____

6. Will hazardous wastes be generated?

Y Yes Y No

If yes, list type(s) and amount(s):

7. Generator's EPA ID number: _____
Transporter's EPA ID number: _____
Transporter Company Name: _____
Transporter Phone Number: _____

8. Have you contacted any other regulatory agencies regarding this proposed clean-up operation? If so, please list:

Name of Agency: _____

Contact Name: _____

Title: _____

Phone Number: _____

* * * * *

Name of Agency: _____

Contact Name: _____

Title: _____

Phone Number: _____

* * * * *

Name of Agency: _____

Contact Name: _____

Title: _____

Phone Number: _____

PRETREATMENT/SITE DRAWINGS

1. A detailed site plan must be provided. It shall include the location of all monitoring/recovery wells, piping, pretreatment equipment, holding tanks, sewer connections, and reference points (streets, buildings).
2. A detailed drawing of the proposed pretreatment system must also be provided. It shall include influent piping, all pretreatment equipment, flow meter location, sampling points and final discharge piping.

SIGNATORY REQUIREMENTS

IN CONSIDERATION OF THE GRANTING OF THIS PERMIT, the applicant agrees:

- A. To furnish any additional information as required by Monterey One Water (hereafter M1W).**
- B. To accept and abide by all provisions of M1W's Ordinances.**
- C. To operate and maintain all pretreatment equipment in an approved manner.**
- D. To cooperate at all times with requests by M1W in the inspection and sampling of the groundwater clean-up operation and discharge.**
- E. To notify M1W immediately at (831) 883-1118 or 424-1108 of any toxic, explosive, corrosive, or hazardous material discharge to the sanitary sewer system in quantities that could endanger M1W or City personnel, wastewater treatment facilities, or the environment.**
- F. To pay M1W the required fees for permitting, discharge monitoring and wastewater treatment.**
- G. To submit, as required by M1W, accurate data on discharge flows and wastewater constituents.**
- H. To notify M1W of any changes in pretreatment equipment.**

I affirm that all information is true and correct and that the applicant will comply with the above conditions.

Printed Name of Applicant

Signature of Applicant

Date



2020 Challenger Drive, Suite 103 | Alameda, California 94501 | p. 510.343.3000

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CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: September 3, 2020

**SUBJECT: ADOPT A RESOLUTION TO AMEND FISCAL YEAR 2020-2021
BUDGET TO INCORPORATE REVENUE AND EXPENDITURE
APPROPRIATIONS TO FULFILL RESPONSIBILITIES ASSIGNED
TO THE CITY OF SEASIDE FROM THE FORT ORD REUSE
AUTHORITY DISSOLUTION**

PURPOSE & RECOMMENDATION

Adopt a resolution modifying the Fiscal Year 2020-2021 Budget to incorporate revenue and expenditure appropriations for duties assigned to the City of Seaside from the dissolution of FORA for the following programs: the Environmental Services Cooperative Agreement (ESCA), Local Reuse Authority, habitat management and bond building removal funds.

BACKGROUND

The Fort Ord Reuse Authority (FORA) dissolved on June 30, 2020. The transition of duties to different jurisdictions and organizations was in process during budget adoption and the fiscal impact for FY21 was not yet complete. The City of Seaside took over as the Local Reuse Authority (LRA) and the Successor to the Environmental Services Cooperative Agreement (ESCA), contracted for the repairs to storm water infiltration on Eucalyptus Road, and received funds for both bonded blight removal and habitat management.

The City Council adopted the City's Fiscal Year 2020-2021 Annual Budget on June 18, 2020. Estimates for blight removal (Fund 329) , habitat management (Fund 332), and

Eucalyptus Road repairs (Fund 336) were included in the Adopted FY2020-21 Budget, however, actual revenues and associated expenditures require an amendment to the estimated amounts. The budget for ESCA (Fund 335) was not included and the LRA (Fund 333) did not appear in the Adopted Budget.

This item is a request to incorporate the new and amended revenue and expenditure appropriations into the FY2020-21 Fiscal Year budget for the duties assumed by Seaside from FORA as listed in Exhibit A attached.

FISCAL IMPACT

There is no net impact to the City of Seaside. Funds were received from FORA to cover the cost of work for the assumed projects. Funds received included the following:

Project Funded	Total Amount Received
Fora Blight Removal Bond Funding:	\$6,424,384.36
FORA Habitat Preservation:	\$1,275,848.06
Eucalyptus Road Repairs:	\$1,130,530.00
Environmental Services Cooperative Agreement:	\$ 755,433.57
PLL Insurance (Fort ESCA):	\$ 270,320.00
Local Reuse Authority:	\$ 100,000.00

Staff recommends approval of the attached resolution authorizing an amendment to the FY2020-21 Adopted Budget to incorporate the proposed changes as noted in Exhibit A.

ATTACHMENTS

1. Resolution
2. EXHIBIT A - FORA AMENDMENT

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT THE AMENDMENTS TO THE FISCAL YEAR 2020-2021 ADOPTED BUDGET TO INCORPORATE REVENUE AND EXPENDITURE APPROPRIATIONS TO FULFILL RESPONSIBILITIES ASSIGNED TO THE CITY OF SEASIDE FROM THE FORT ORD RESUSE AUTHORITY DISSOLUTION

WHEREAS, the Fort Ord Reuse Authority (FORA) dissolved on June 30, 2020; and

WHEREAS, the City of Seaside assumed responsibilities related to the Local Reuse Authority (LRA), the Successor to the Environmental Services Cooperative Agreement (ESCA), Eucalyptus Road repairs, blight removal, and habitat management; and

WHEREAS, the City Council of the City of Seaside reviewed and adopted the Fiscal Year 2020-2021 Annual Operating Budget on June 18, 2020; and

WHEREAS, the fiscal impact related to the responsibilities of the assumed projects was not yet complete at budget adoption.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside adopts the proposed modifications to the FY 2020-2021 Operating Budget as detailed in Exhibit A attached, as may be modified and incorporated by staff, as authorized.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 3rd day of September 2020 by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

EXHIBIT A - BUDGET AMENDMENT FOR FORA TRANSITION

Fund	Column1	Full Account String	Description	FY21 Adopted	FY21 Amended Budget (Proposed)	Change	Notes
329	FORA BLIGHT REMOVAL	<u>329-3541</u>	FT. ORD REMEDIATION FUNDS	(6,555,000.00)	(6,424,384.36)	(130,615.64)	
329	FORA BLIGHT REMOVAL	<u>329-8110-0001</u>	SALARIES	367,634.00	367,634.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0002</u>	OVERTIME	12,349.00	12,349.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0006</u>	WORKERS COMPENSATION	-	-	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0010</u>	MANAGEMENT LEAVE PAYOFF	-	-	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0012</u>	VACATION\COMP TIME PAYOFF	-	-	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0016</u>	DEFERRED COMPENSATION	2,640.00	2,640.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0020</u>	PART-TIME HOURLY WAGES	48,711.00	48,711.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0030</u>	PERS PENSION OB BOND	-	-	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0031</u>	PERS PENSION	35,693.00	35,693.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0032</u>	PARS PENSION	843.00	843.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0033</u>	LIUNA PENSION	-	-	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0041</u>	MEDICAL INSURANCE	68,531.00	68,531.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0051</u>	DENTAL INSURANCE	4,750.00	4,750.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0061</u>	VISION INSURANCE	454.00	454.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0071</u>	LTD	1,452.00	1,452.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0081</u>	LIFE INSURANCE	806.00	806.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-0092</u>	MEDICARE TAX	6,037.00	6,037.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-1030</u>	CONSULTANT	200,000.00	200,000.00	-	
329	FORA BLIGHT REMOVAL	<u>329-8110-2073</u>	SUBCONTRACTED WORK	5,805,100.00	5,674,484.36	130,615.64	
333	LRA FT. ORD	<u>333-3548</u>	REVENUE - OTHER GOVT/AGENCY	-	(100,000.00)	100,000.00	
333	LRA FT. ORD	<u>333-8910-1022</u>	LEGAL SERVICES	-	20,000.00	(20,000.00)	
334	LRA FT. ORD	<u>333-8910-2073</u>	SUBCONTRACTED WORK	-	80,000.00	(80,000.00)	
332	FORA HABITAT MAINTENANCE	<u>332-3541</u>	HABITAT MAINTENANCE FUNDS	(1,222,026.00)	(1,275,848.06)	53,822.06	
332	FORA HABITAT MAINTENANCE	<u>332-8110-1030</u>	CONSULTANT	250,000.00	275,000.00	(25,000.00)	
332	FORA HABITAT MAINTENANCE	<u>332-8110-2073</u>	SUBCONTRACTED WORK	972,026.00	1,000,848.06	(28,822.06)	

EXHIBIT A - BUDGET AMENDMENT FOR FORA TRANSITION						
335	ESCA	<u>335-3604</u>	ESCA REVENUE	-	(755,433.57)	755,433.57
335	ESCA	<u>333-3548</u>	REVENUE - OTHER GOVT/AGENCY	-	(270,320.00)	270,320.00
335	ESCA	<u>335-2010-0001</u>	SALARIES	-	375,099.62	(375,099.62)
335	ESCA	<u>335-2010-0006</u>	WORKERS COMPENSATION	-	1,850.00	(1,850.00)
335	ESCA	<u>335-2010-0010</u>	MANAGEMENT LEAVE PAYOFF	-	2,500.00	(2,500.00)
335	ESCA	<u>335-2010-0012</u>	VACATION LEAVE PAYOFF	-	2,500.00	(2,500.00)
335	ESCA	<u>335-2010-0016</u>	DEFERRED COMPENSATION	-	-	-
335	ESCA	<u>335-2010-0031</u>	PERS PENSION	-	42,327.00	(42,327.00)
335	ESCA	<u>335-2010-0041</u>	MEDICAL INSURANCE	-	11,544.00	(11,544.00)
335	ESCA	<u>335-2010-0051</u>	DENTAL INSURANCE	-	510.00	(510.00)
335	ESCA	<u>335-2010-0061</u>	VISION INSURANCE	-	95.00	(95.00)
335	ESCA	<u>335-2010-0071</u>	LTD	-	250.00	(250.00)
335	ESCA	<u>335-2010-0081</u>	LIFE INSURANCE	-	250.00	(250.00)
335	ESCA	<u>335-2010-0092</u>	MEDICARE TAX	-	5,580.00	(5,580.00)
335	ESCA	<u>335-2010-1022</u>	LEGAL SERVICES	-	245,082.00	(245,082.00)
335	ESCA	<u>335-2010-2073</u>	SUBCONTRACTED WORK	-	33,616.95	(33,616.95)
335	ESCA	<u>335-2010-2087</u>	EQUIPMENT RENTAL	-	555.00	(555.00)
335	ESCA	<u>335-2010-3095</u>	DEPARTMENT CONSUMABLES	-	26,400.00	(26,400.00)
335	ESCA	<u>335-2010-4121</u>	MEETINGS & TRAVEL	-	3,045.00	(3,045.00)
335	ESCA	<u>335-2010-4207</u>	SATELLITE OFFICE	-	1,705.00	(1,705.00)
335	ESCA	<u>335-2010-9396</u>	LIABILITY INSURANCE	-	2,524.00	(2,524.00)
					-	-
336	FORA EUCALYPTUS REPAIRS	<u>336-3541</u>	EUCALYPTUS REPAIR FUNDS	(1,120,000.00)	(1,130,530.00)	10,530.00
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0001</u>	SALARIES			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0002</u>	OVERTIME			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0006</u>	WORKERS COMPENSATION			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0010</u>	MANAGEMENT LEAVE PAYOFF			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0012</u>	VACATION\COMP TIME PAYOFF			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0016</u>	DEFERRED COMPENSATION			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0020</u>	PART-TIME HOURLY WAGES			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0030</u>	PERS PENSION OB BOND			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0031</u>	PERS PENSION			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0032</u>	PARS PENSION			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0033</u>	LIUNA PENSION			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0041</u>	MEDICAL INSURANCE			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0051</u>	DENTAL INSURANCE			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0061</u>	VISION INSURANCE			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0071</u>	LTD			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0081</u>	LIFE INSURANCE			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-0092</u>	MEDICARE TAX			-
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-1030</u>	CONSULTANT	150,000.00	155,265.00	(5,265.00)
336	FORA EUCALYPTUS REPAIRS	<u>336-8110-2073</u>	SUBCONTRACTED WORK	970,000.00	975,265.00	(5,265.00)

*Amt. to be held in assignment (335-2670) for PLL Insurance

MEC ASSESSMENTS (\$30,491.69) & LUC MGMT (\$3,125.26)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: September 3, 2020

**SUBJECT: APPROVE A LETTER OF SUPPORT FOR AN ACTIVE
TRANSPORTATION PROGRAM (ATP) GRANT APPLICATION
FOR ROADWAY IMPROVEMENTS ALONG BROADWAY AVENUE**

PURPOSE & RECOMMENDATION

Approve a letter of support for an Active Transportation Program (ATP) grant application for roadway improvements along Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard.

BACKGROUND

The City is partnering with the Transportation Agency for Monterey County (TAMC) for submission of a grant application for the Active Transportation Program (ATP) Cycle 5 Grant for roadway improvements on Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard, Broadway Avenue Complete Streets Corridor (Project).

The Project will reduce the roadway along the corridor from a 4 lane roadway to a 2 lane roadway, one lane in each direction, essentially continuing the road diet established on West Broadway from Del Monte Blvd to Fremont Blvd. The proposed diet is included in the Seaside Marina Safe Walking & Biking: Complete Streets Plan and Mobility Element of the draft General Plan. Other improvements of the Project include the addition of bulb outs for pedestrian safety and visibility, Class II bike lanes, roundabouts, and Safe Routes to School improvements such as off-set crosswalks, rectangular rapid flashing beacons, and accessibility improvements. The grant

application is to fund environmental, design, and construction phases of the Project.

Kimley Horn & Associates developed conceptual plans and completed an Intersection Control Evaluation (ICE) analysis along the Broadway Avenue corridor which demonstrate the proposed design improvements maintain or improve safety and level of service compared to existing condition. The project scope is provided with Attachment 1 and is estimated to cost upwards of \$12 million.

Staff recommends the City Council provide a letter of support for the ATP Cycle 5 Grant application for the improvements along the Broadway corridor. A Letter of support from the City is important to demonstrate the City's desire to move forward with the project if funded.

FISCAL IMPACT

The ATP Cycle 5 Program is expected to award around \$440 million in funding, consisting of federal, State SB1 and State Highway Account (SHA) funding. The year the funding will be available include fiscal years 2021/22, 2022/23, 2023/24 and 2024/25. There is no requirement for matching funds. However, the application will score better if other funds are secured for the Project or have been recently expended constructing elements of the Project along the corridor. The City has secured \$200,000 of TAMC Safer School Grant and \$600,000 from a Regional Surface Transportation Program (RSTP) Competitive Grant to fund the environmental phase of the Project. In addition, the City is spending \$790,000 for pedestrian improvements along Broadway with the paving project currently in construction.

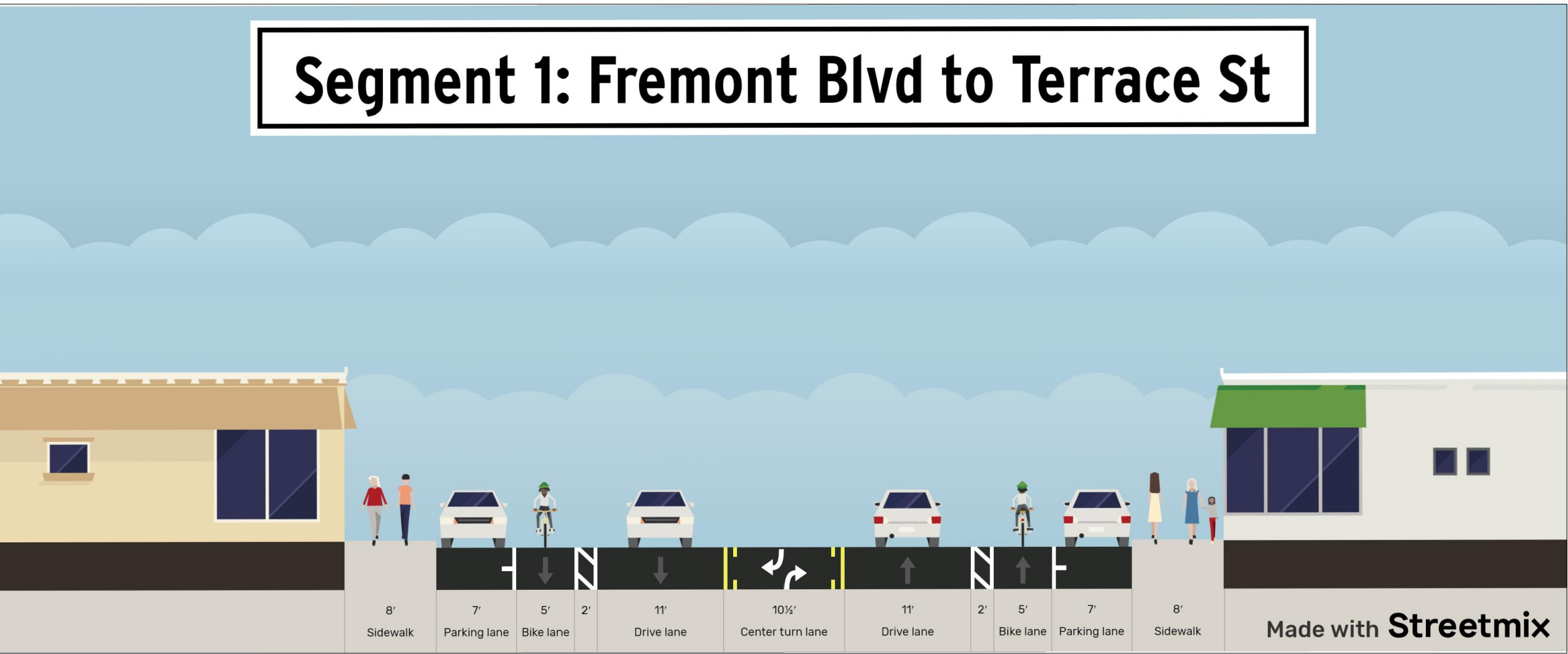
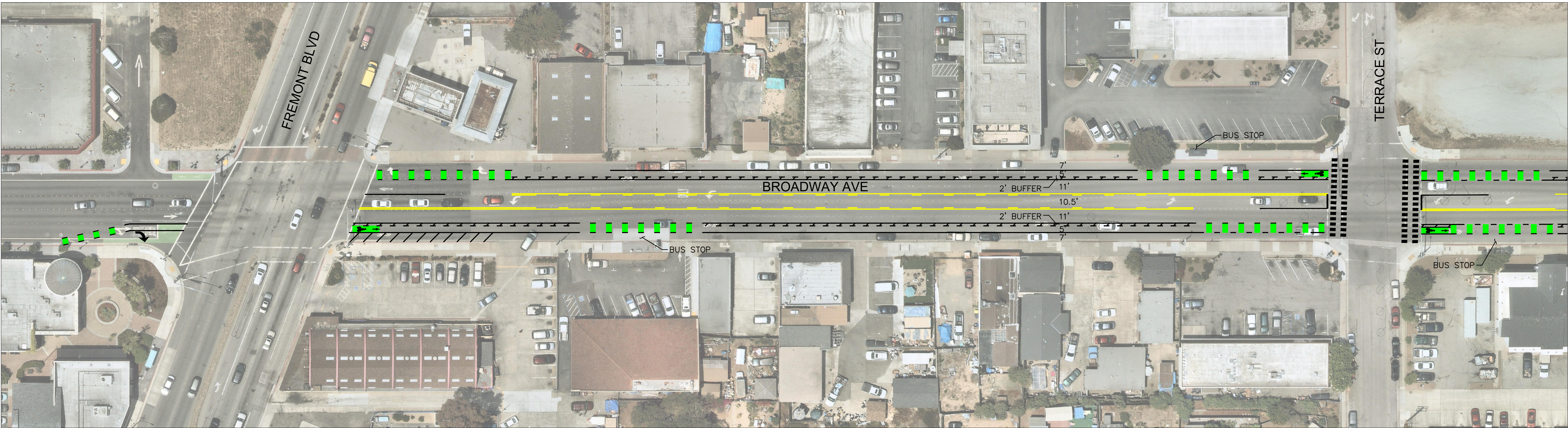
ATTACHMENTS

1. Broadway Corridor Conceptual Plan
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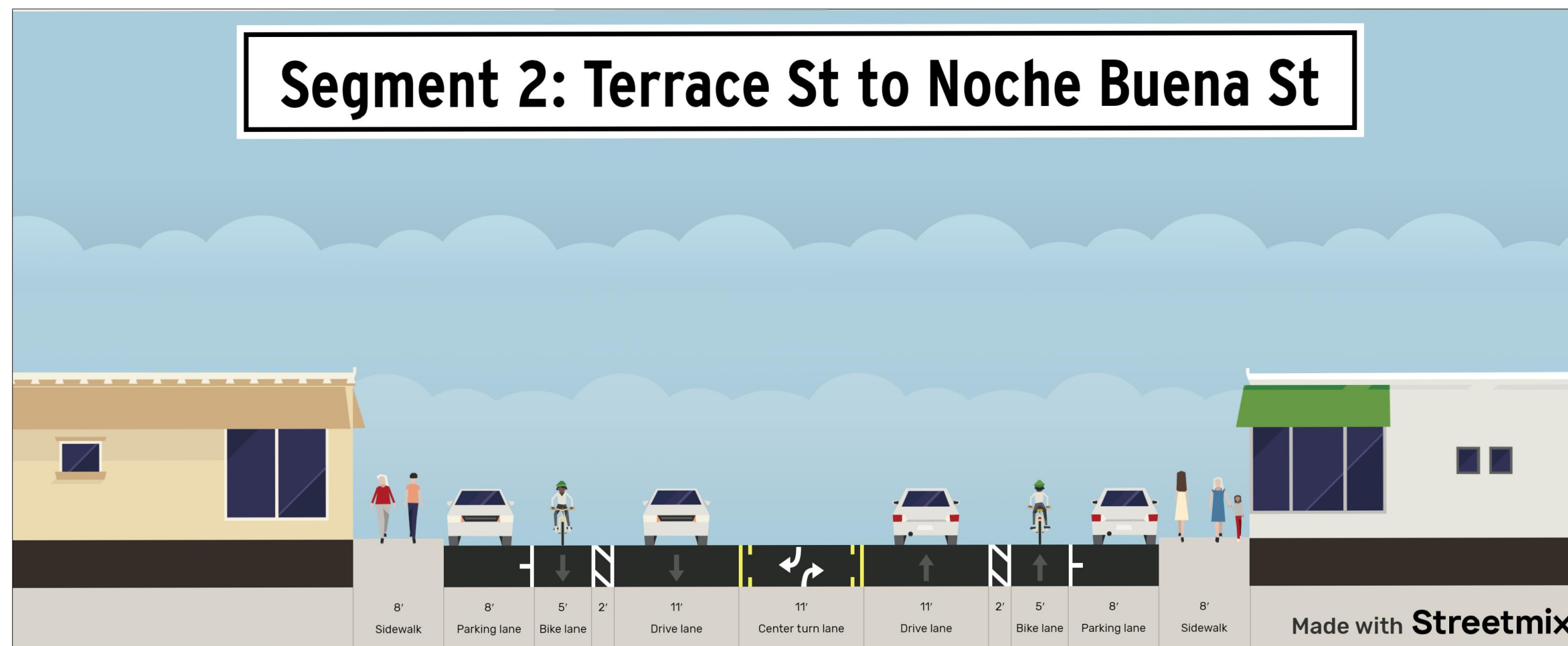
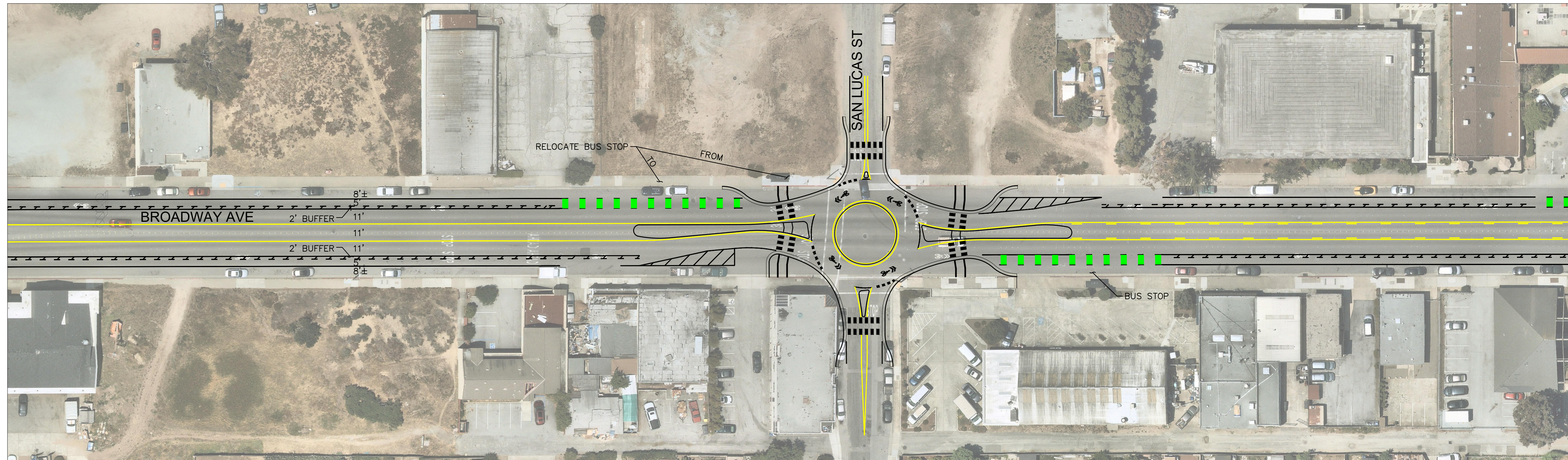
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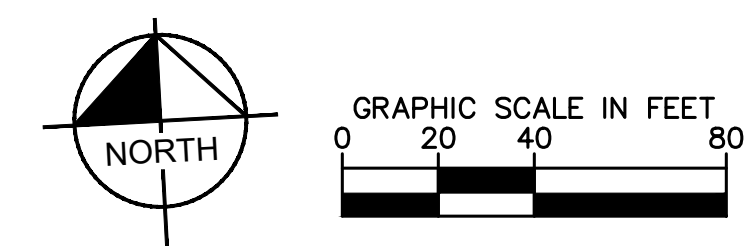
Craig Malin, City Manager

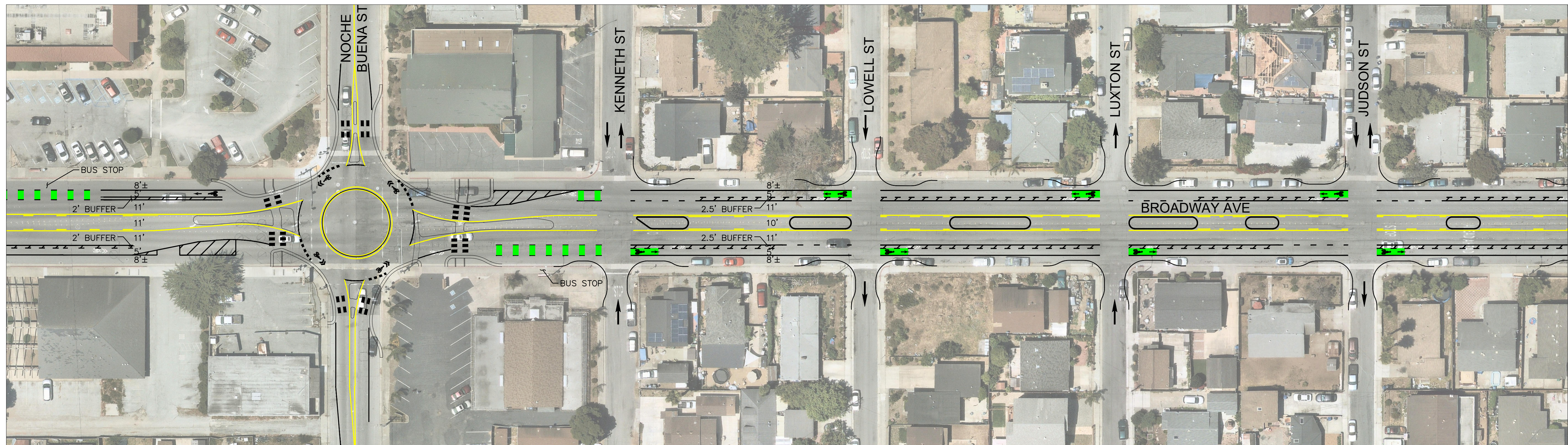


BROADWAY AVENUE CONCEPTS FREMONT BLVD TO GENERAL JIM MOORE BLVD SHEET 1 OF 6 MARCH 2020

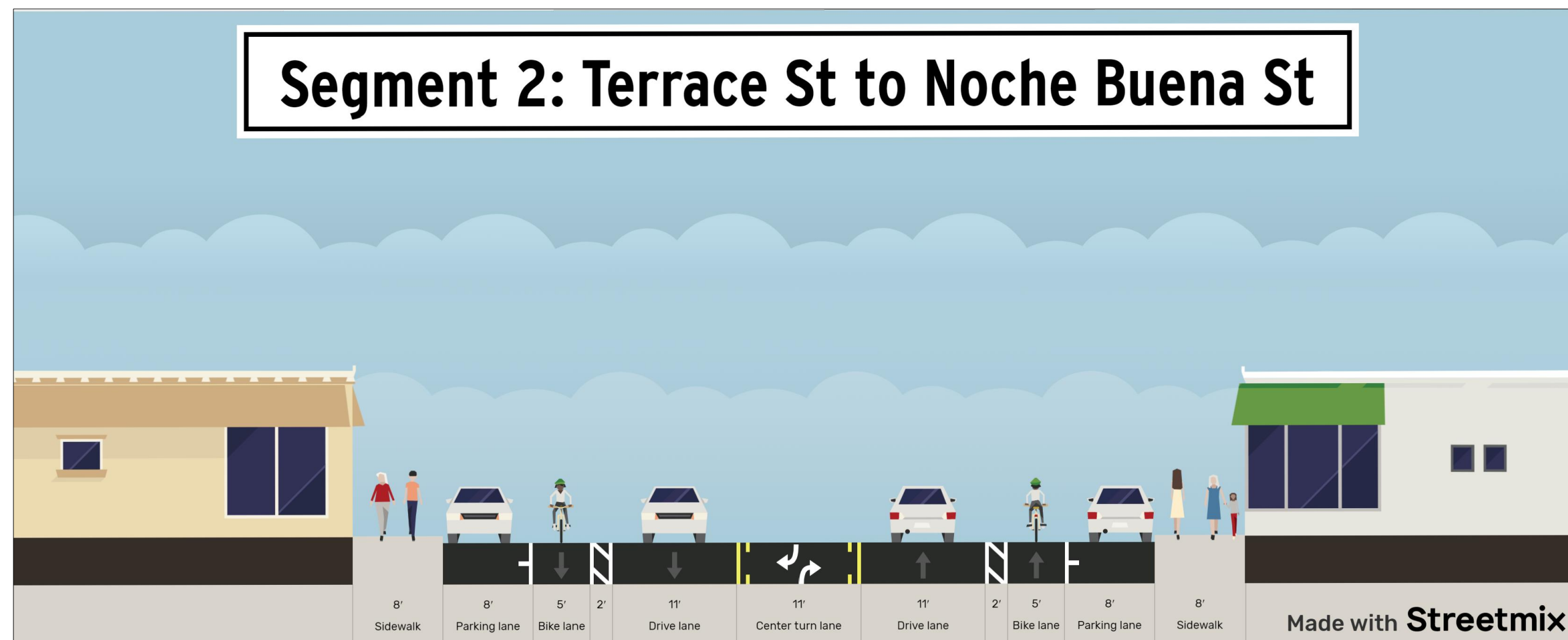


BROADWAY AVENUE CONCEPTS
 FREMONT BLVD TO GENERAL JIM MOORE BLVD
 SHEET 2 OF 6
 MARCH 2020

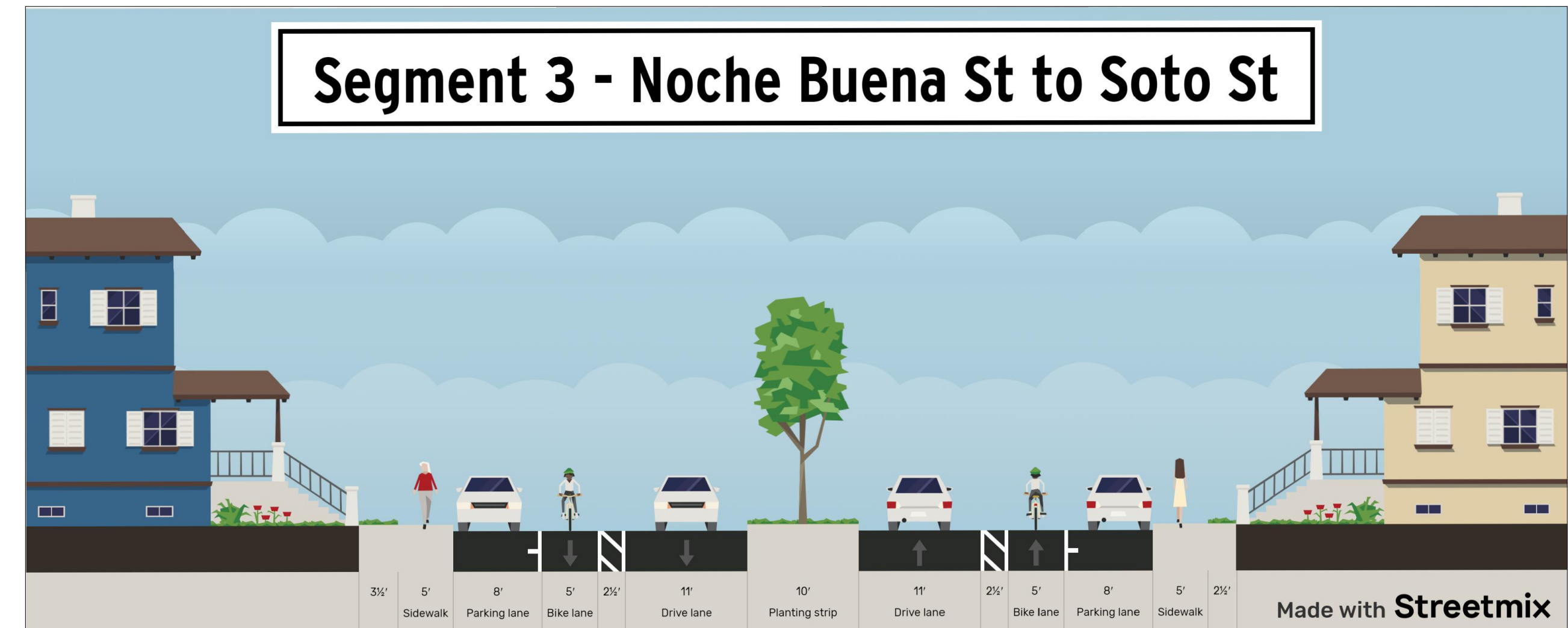




Segment 2: Terrace St to Noche Buena St



Segment 3 - Noche Buena St to Soto St

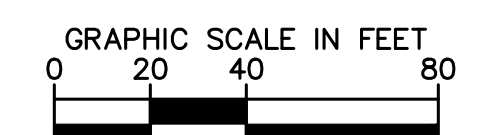
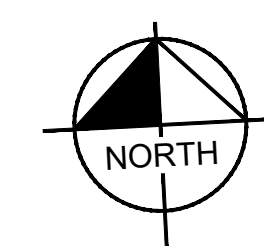


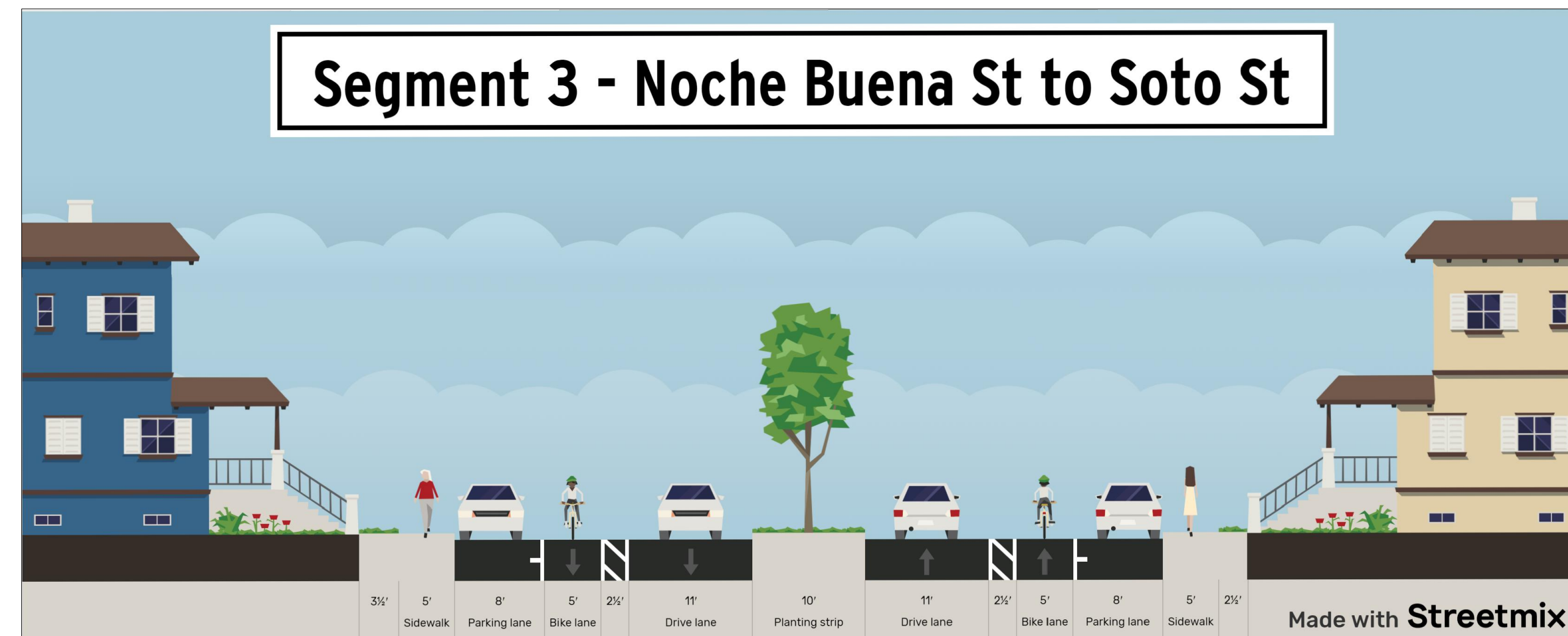
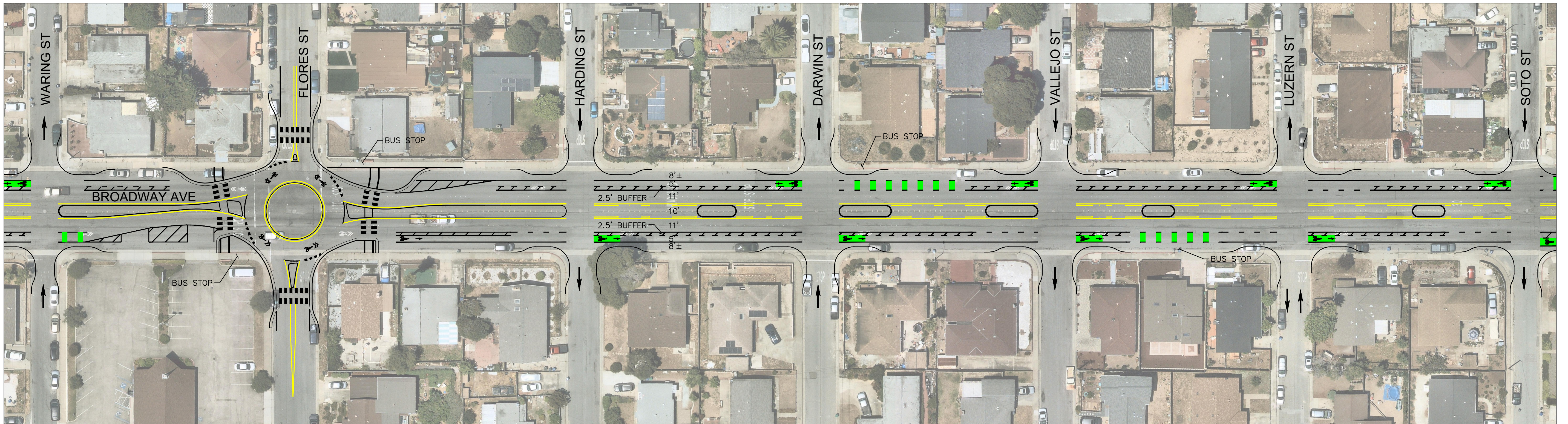
BROADWAY AVENUE CONCEPTS

FREMONT BLVD TO GENERAL JIM MOORE BLVD

SHEET 3 OF 6

MARCH 2020



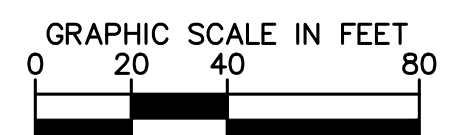
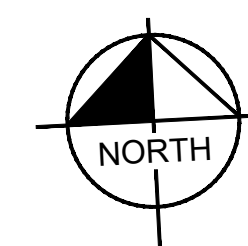


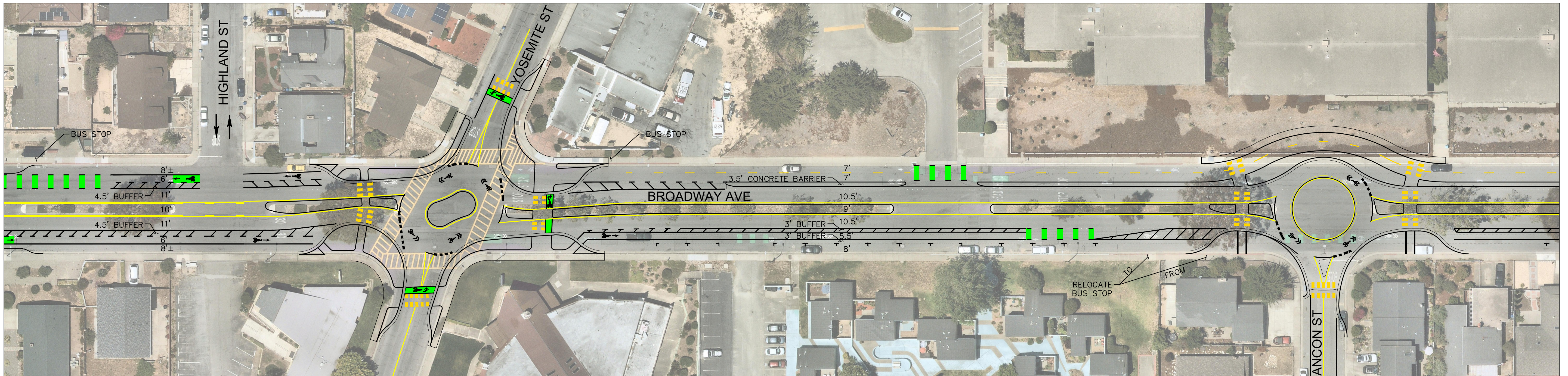
BROADWAY AVENUE CONCEPTS

FREMONT BLVD TO GENERAL JIM MOORE BLVD

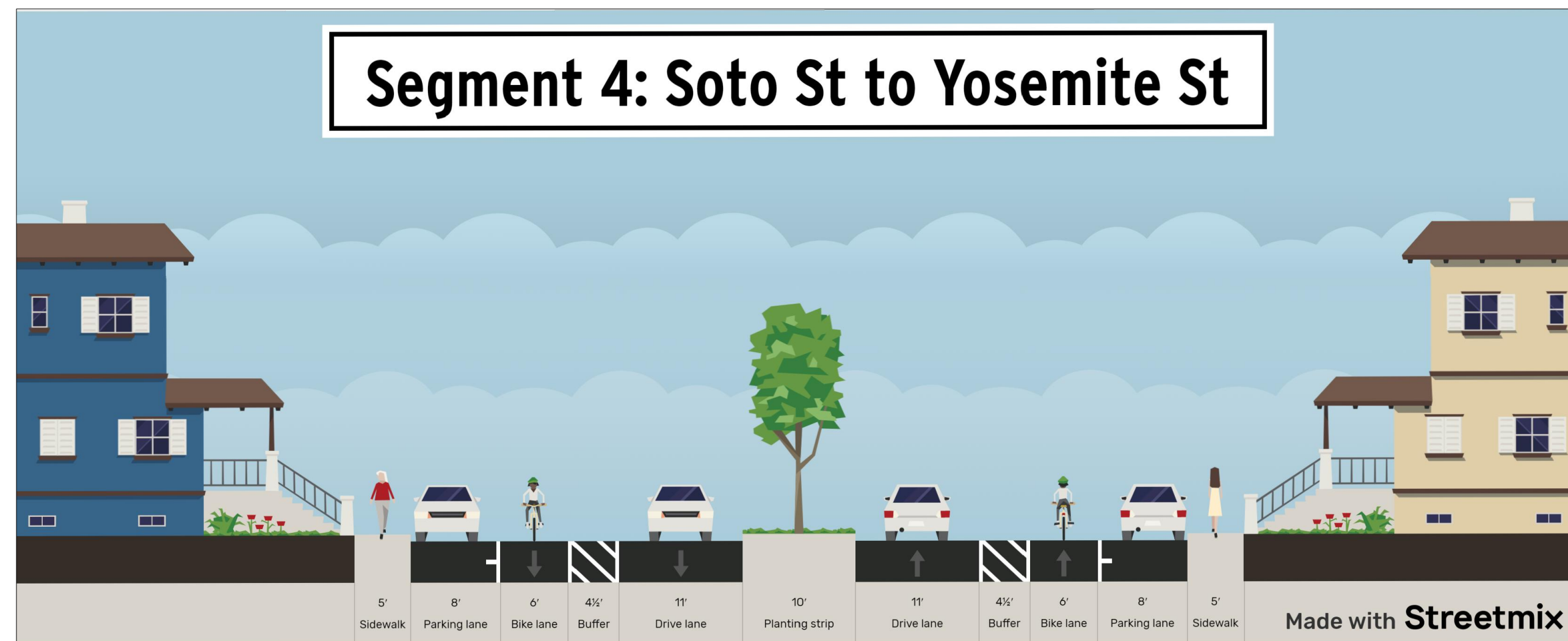
SHEET 4 OF 6

MARCH 2020

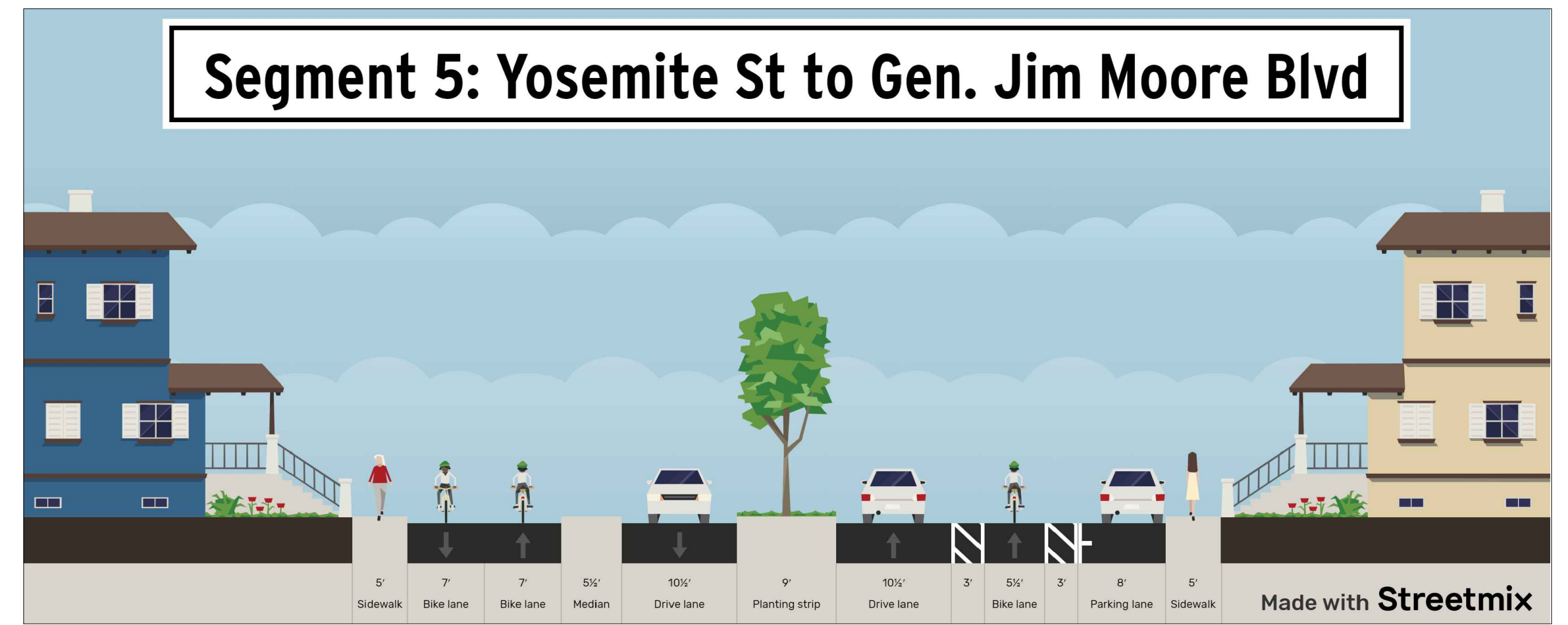




Segment 4: Soto St to Yosemite St



Segment 5: Yosemite St to Gen. Jim Moore Blvd

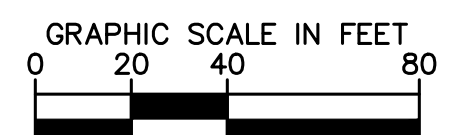
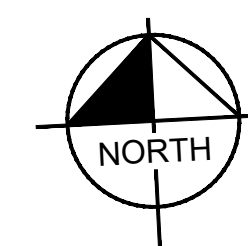


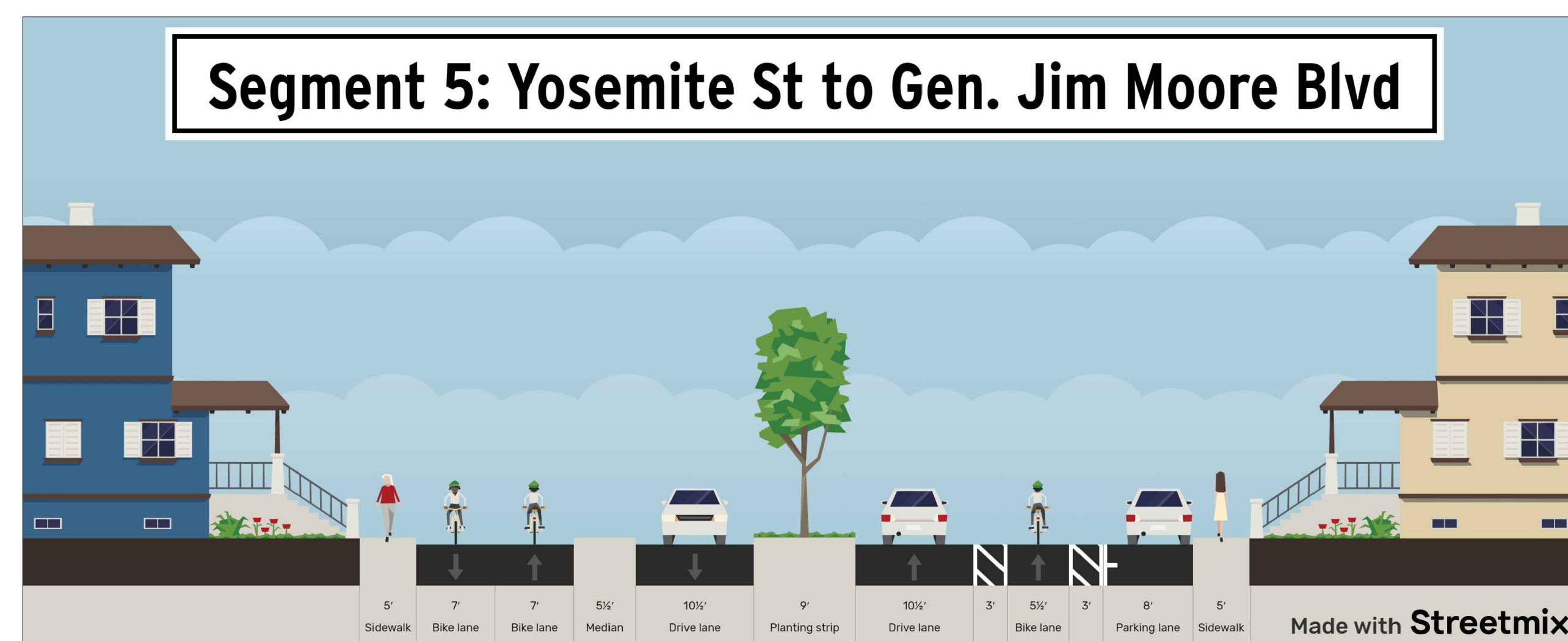
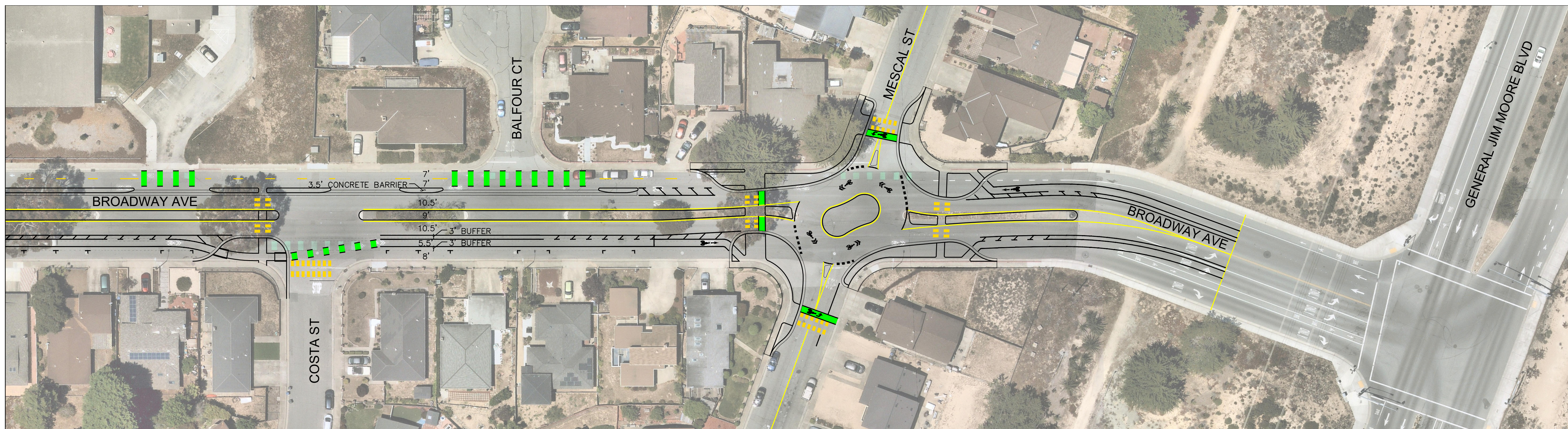
BROADWAY AVENUE CONCEPTS

FREMONT BLVD TO GENERAL JIM MOORE BLVD

SHEET 5 OF 6

MARCH 2020



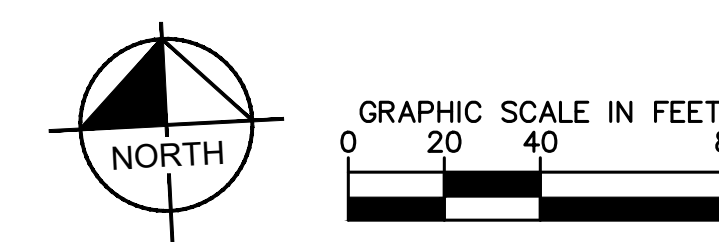


BROADWAY AVENUE CONCEPTS

FREMONT BLVD TO GENERAL JIM MOORE BLVD

SHEET 6 OF 6

MARCH 2020





CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: September 3, 2020

**SUBJECT: DISCUSSION OF FUNDING NON PROFIT ORGANIZATIONS
IMPACTED BY NEW FIREWORKS REGULATIONS AND PUBLIC
EDUCATION PROGRAM**

PURPOSE & RECOMMENDATION

Discuss and provide direction to staff.

BACKGROUND

On August 20, 2020 the City Council adopted Ordinance 1095 prohibiting the use and sale of all fireworks in the City of Seaside. Historically, the city had facilitated a permitting process which allowed non profit organizations to partner with fireworks vendors to sell safe and sane fireworks as a fundraising opportunity.

The prior Seaside Municipal Code 8.32.070 limited the maximum number of fireworks stands to thirteen and only grandfathered applicants were allowed to obtain a permit, as there was recognition that these organizations had been dependent on these funds in the past, whereas new applicants had not been.

FISCAL IMPACT

The new prohibition of the sale of fireworks will impact these non profit organization's annual budgets. The average of total sales for safe and sane fireworks between 2015

and 2020 is \$113,099.15, with the most recent six year revenue detail listed in the below chart.

	Number of Stands	Retail	Surcharge	Non Profit Benefit (50% of sales, minus surcharge)
2020	5	\$ 266,455.94	\$ 18,651.86	\$123,902.04
2019	7	\$ 224,284.20	\$ 15,699.47	\$104,292.37
2018	9	\$ 227,445.69	\$ 15,917.91	\$105,763.89
2017	9	\$ 245,139.04	\$ 17,159.85	\$113,989.59
2016	10	\$ 252,807.98	\$ 18,128.59	\$117,339.70
2015	9	\$ 236,056.96	\$ 9,442.34	\$113,307.31

This item was requested to discuss the impacts of the new fireworks regulations as it pertains to these non profit organizations as well as provide direction on future public education campaigns to help curb the use of illegal fireworks in Seaside.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: September 3, 2020

**SUBJECT: MAYOR'S REQUEST TO RECONSIDER COMMISSIONER
APPOINTMENT TO THE NEIGHBORHOOD IMPROVEMENT
COMMISSION**

PURPOSE & RECOMMENDATION

To reconsider the appointment made at the August 20, 2020.

BACKGROUND

Mayor Oglesby is requesting that the Council reconsider the appointment of Benjamin Strickland to the Neighborhood Improvement Commission, as approved at the August 20, 2020 City Council meeting. He is requesting that the Council instead appoint Mr. Ray Riordan to the Neighborhood Improvement Commission and appoint Mr. Strickland to the Homeless Commission.

Mr. Strickland has been notified of this modification.

FISCAL IMPACT

None.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager