



AGENDA

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY OF THE
REDEVELOPMENT AGENCY

REGULAR MEETING
HYBRID (IN PERSON & VIRTUAL)
Thursday, December 16, 2021
5:00 PM

MASKS ARE REQUIRED FOR IN PERSON PARTICIPATION.

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. This meeting will be held in a hybrid format providing a physical location at 440 Harcourt Avenue, Council Chamber, Seaside, CA 93955.

DETAILS FOR PUBLIC PARTICIPATION IN THIS COUNCIL MEETING:

IN PERSON PARTICIPATION: Protective face coverings required at all times, including when speaking.

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 4:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration and compiled as part of the record.
- During the Meeting via Oral Comments: When the Mayor 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 Clerk will call speaker names and unmute speaker microphones (on the phone, press *6). You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor. ***Please note, written comments will not be read but will be included in the final record.***

VIRTUAL MEETING ACCESS

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>

Or call in phone number: 669-900-9128

Webinar ID: 819 3683 2059

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
Jon Wizard	Council/Agency Member
Alexis Garcia-Arrazola	Council/Agency 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/Successor Agency 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 three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; 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.

A. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS & COMMUNITY ENGAGEMENT SPECIALIST)

7. PRESENTATIONS

A. VACCINATION UPDATE (MARY GUTIERREZ, FIRE CHIEF)

B. QUARTERLY HUMAN RESOURCES UPDATE (SAMANTHA SAKHRANI, HUMAN RESOURCES ANALYST)

C. FAMILY AND COMMUNITY SUPPORT PROGRAM UPDATE (DERRICK ELDER, FAMILY & COMMUNITY SUPPORT PRACTITIONER)

8. CONSENT AGENDA

A. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 6, 2021, through November 19, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending November 18, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,796,612.72.

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 6, 2021, through November 19, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending November 18, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,289.01.

C. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$4,650.00 TO EVALUATE MITIGATION REQUIREMENTS FROM THE FORT ORD HABITAT MANAGEMENT PLAN FOR THE EUCALYPTUS ROAD INFILTRATION BASIN REPAIR PROJECT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to a professional services agreement for an amount not to exceed \$4,650.00 with Harris & Associates to evaluate mitigation requirements from the Fort Ord Habitat Management Plan for the Eucalyptus Road Infiltration Repair project.

D. ADOPT JOINT RESOLUTIONS OF THE CITY COUNCIL AND SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE TERMS OF THE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS WITH KB-BAKEWELL SEASIDE VENTURE, LLC, FOR THE SALE OF LAND COMMONLY KNOWN AS CAMPUS TOWN

RECOMMENDATION: Adopt the resolutions authorizing the City Manager to execute the first amendment to the terms of the purchase and sale agreement and escrow instructions with KB-Bakewell Seaside Venture, LLC, for the sale of Campus Town.

E. ADOPT A RESOLUTION APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

RECOMMENDATION: Adopt the resolution approving the annual compliance report in support of projects funded by Measure X and authorizing staff to submit the Report to the Transportation Agency for Monterey County (TAMC) in order for the City to continue receiving the revenue generated from Measure X funds.

F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FIRE STATION UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED \$679,572.00 INCLUDING CONTINGENCY; APPROPRIATING \$329,761.00 FROM THE GENERAL FUND; AND AWARDING A CONSTRUCTION AGREEMENT TO 101 BUILDERS INC. FOR AN AMOUNT NOT TO EXCEED \$590,932.00

RECOMMENDATION: Adopt a resolution:

1. Approving the plans and specifications for the Fire Station Upgrades Project;
2. Appropriating \$329,761.30 from the General Fund to the project budget;
3. Awarding a construction agreement to 101 Builders Inc. for an amount not to exceed \$590,932.00;
4. Establishing a 15% construction contingency for a total project construction amount not to exceed of \$679,572.00; and
5. Authorizing the City Manager to execute the construction agreement, 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 amount.

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM FULLY FUNDING THE 2021 RECOMMENDATIONS

RECOMMENDATION: Adopt the resolution authorizing the City Manager to execute the Community Social Services program grant contracts in an amount not to exceed \$425,459.00

H. ADOPT A RESOLUTION AUTHORIZING STAFF TO WAIVE DROP-IN FEES FOR LAP AND RECREATIONAL SWIM AT THE PATULLO SWIM CENTER ON DECEMBER 23, 27, AND 28, 2021.

RECOMMENDATION: Adopt the resolution authorizing staff to waive drop-in fees for lap and recreational swim times on December 23, 27, & 28, 2021.

9. PUBLIC HEARING

A. ADOPT AN URGENCY ORDINANCE TO IMPLEMENT NEW STATE LEGISLATION SENATE BILL 9 THAT PROVIDES FOR MINISTERIAL APPROVAL OF UP TO TWO UNITS AND/OR A LOT SPLIT IN RESIDENTIAL SINGLE-FAMILY ZONES.

RECOMMENDATION: Adopt an urgency ordinance to waive the reading, introduce, and adopt the attached urgency ordinance establishing regulations for the subdivision and development of qualified Senate Bill 9 properties within the City of Seaside.

B. ADOPT A RESOLUTION DECLARING A MORATORIUM WITHIN THE

SEASIDE MUNICIPAL WATER SYSTEM SERVICE AREA PROHIBITING NEW WATER METERS

RECOMMENDATION: Make the findings and adopt the resolution declaring a moratorium within the Seaside Municipal Water system area prohibiting new water meters.

10. BUSINESS ITEMS

A. DISCUSS REPEALING AND AMENDING TITLE 17, CHAPTER 17.52, SECTION 17.52.230 (RESIDENTIAL SECOND UNITS) OF THE SEASIDE MUNICIPAL CODE TO ACCESSORY DWELLING UNITS.

RECOMMENDATION: Discuss and consider a draft ordinance regarding Accessory Dwelling Units (ADUs).

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

12. CITY MANAGER, CITY ATTORNEY, MAYOR AND CITY COUNCIL, 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 and report on committee assignments.

13. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: 1567 Contra Costa (APNs: 011-302-003)
City Negotiators: City Manager and City Attorney
Under Negotiation: price, terms of payment or both

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: (1) Broadway and Fremont: 1601 Fremont Blvd (APNs: 011-544-003;004); (2) Broadway and Del Monte: 1590 Del Monte and 490 Broadway Ave (APNs: 011-302-002;014)

City Negotiators: City Manager and City Attorney
Under Negotiation: price, terms of payment or both

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: Canyon Del Del Rey Oaks Blvd Parcels (APNs: 011-345-023, 024, and 025)

City Negotiators: City Manager et al.
Under Negotiation: price, terms of payment or both

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: EXISTING LITIGATION

Petrovich Development Company, LLC v. City of Seaside, et al.
United States District Court, Northern District, San Jose Division
Court case: 21-CV-07797-NC

E. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: EXISTING LITIGATION

People v. Arzadon, Monterey County Superior
Court case: 20CV003118

F. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION (2 MATTERS)

Potential Litigation (2 Matters)

G. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

TITLE: City Manager

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 6, 2021
5:00 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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: December 16, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 6, 2021, through November 19, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending November 18, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,796,612.72.

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 the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform 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 \$10,000.00 are as follows:

- \$31,403.31 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 9/24/2021 - 10/25/2021. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$142,834.11 to Cypress Coast Ford Lincoln for (3) Ford Explorers for the Police

Department & (1) Vehicle Camera.

- \$18,902.07 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) Remittance for the reporting period of September 2021 from the 13 City of Seaside motels/hotels.
- \$23,814.92 to Monterey Co. Sheriff-Coroner for Criminal Justice Information System for the quarter ending 9/30/2021.
- \$47,219.98 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of 9/22/2021 - 10/22/2021.
- \$30,615.27 to Conte's Generator Services for Repair work to the City Hall generator & progress payment for Oldemeyer Center generator installation.
- \$14,100.00 to Clifton, Larson, Allen LLP for Professional services rendered in connection with the FYE 2021 audit of the City of Seaside. Audit work included the City, Measure X, GASB 68 assistance, & the Sanitation District.
- \$15,008.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 3/1/2021 - 3/7/2021.
- \$16,002.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 3/15/2021 - 3/21/2021.
- \$14,416.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 2/22/2021 - 2/28/2021.
- \$15,500.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 3/8/2021 - 3/14/2021.
- \$16,160.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 3/22/2021 - 3/28/2021.
- \$115,232.16 to Olympus and Associates, Inc. for Professional services for water tank rehabilitation project.
- \$10,677.08 to Huntington Public Capital Corp. for Quarterly lease contract payment for the period of 9/15/2021 - 12/14/2021 for the Library and City Hall energy project.
- \$10,212.95 to Bay View Community De LLC for United Way Rent Assistance for (1) City tenant for fiscal year 2021 & 2022 portions.
- \$12,152.50 to Monterey Bay Military Housing LLC for United Way Rent Assistance for (2) City tenants for fiscal year 2021 & 2022 portions.

The Net Payroll and Payroll benefits total was \$799,113.43.

The remaining checks, totaling \$463,248.94, include payments to vendors for operating expenditures.

The check 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.B.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Roberta Greathouse, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: December 16, 2021

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 6, 2021, through November 19, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending November 18, 2021. Total Accounts Payable and Payroll for the above referenced period is \$2,289.01.

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:

- No checks exceeded \$10,000.

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.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: December 16, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$4,650.00 TO EVALUATE MITIGATION REQUIREMENTS FROM THE FORT ORD HABITAT MANAGEMENT PLAN FOR THE EUCALYPTUS ROAD INFILTRATION BASIN REPAIR PROJECT

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to a professional services agreement for an amount not to exceed \$4,650.00 with Harris & Associates to evaluate mitigation requirements from the Fort Ord Habitat Management Plan for the Eucalyptus Road Infiltration Repair project.

BACKGROUND

In September 2009, the Fort Ord Reuse Authority (FORA) filed a notice of completion for construction of Eucalyptus Road Phase 1 (the Project). In August 2014, the City informed FORA that portions of the road drainage system had failed and the City would not accept responsibility for operation and maintenance of the road. In summer 2018, FORA retained Harris & Associates (Consultant) to design repairs to the failing drainage features, and in cooperation with City staff, design of the Project was substantially completed by November 2019. With the June 30, 2020, sunset of FORA imminent, it was determined there was not enough time to bid, award, and construct the Project before the sunset deadline. A Memorandum of Agreement was executed between FORA and the City on June 19, 2020, which provided funds to the City in exchange for assuming responsibility for implementing repairs.

On May 17, 2018, the City adopted Resolution No. 18-39 approving an on-call

consultant list for engineering services that includes Harris & Associates. Due to their initial work with FORA on the Project, staff requested a proposal from the Consultant to provide support during the bid process and engineering services during construction. On November 5, 2020, the City Council authorized a professional services agreement (Agreement) in the amount of \$33,470.00 with the Consultant to provide engineering and design support services for the Project.

A CEQA Class 2 Categorical Exemption has been filed for the Project. Since the filing of the CEQA Exemption, staff has learned of potential Fort Ord Habitat Management Plan (HMP) requirements that may be applicable. Staff requested the Consultant provide a proposal to evaluate the Fort Ord HMP requirements. The proposal includes evaluating rare plants and species that may be impacted by the Project and outlining mitigation measures as appropriate.

The proposed contract amendment value is within the budgeted limits anticipated for the Project. Staff recommends the City Council adopt a Resolution authorizing the City Manager to execute an amendment to the Agreement with Harris & Associates for an amount not to exceed \$4,650.00 for a total Agreement amount of \$38,120.00 to evaluate mitigation requirements in accordance with the Habitat Management Plan for the Project. Staff anticipates soliciting an additional proposal from the Consultant to perform construction management services at the time a construction contract is awarded.

FISCAL IMPACT

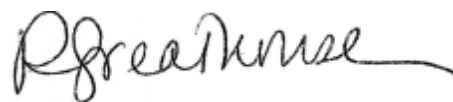
In June 2020, the City of Seaside and the Fort Ord Reuse Authority entered into an agreement regarding funding for repair of storm water infiltration units along Eucalyptus Road. Per the terms of the agreement, FORA provided \$1,120,000.00 (subsequently increased to \$1,130,530.00) to construct repairs which was included in the current fiscal year budget (Fund 336). The professional service agreement and proposed amendment with the Consultant is in the amount of \$38,120.00. Staff recommends including a 20% contingency to the proposed total agreement amount equal to approximately \$7,600.00. There is \$150,000.00 budgeted in Account# 336-8110-1030 to cover the cost of the engineering services.

Staff recommends the City Manager execute an amendment to the Agreement in the amount of \$4,650.00 and future amendments such that the total contract does not exceed \$45,744.00.

ATTACHMENTS

1. Resolution
 2. Amendment #1
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT
WITH HARRIS & ASSOCIATES FOR AN AGREEMENT AMOUNT OF \$4,650.00
TO EVALUATE MITIGATION REQUIREMENTS FROM THE FORT ORD HABITAT
MANAGEMENT PLAN FOR THE EUCALYPTUS ROAD INFILTRATION BASIN
REPAIR PROJECT**

WHEREAS, in September of 2009 the Fort Ord Reuse Authority (FORA) filed a notice of completion for construction of Eucalyptus Road in the City of Seaside; and

WHEREAS, in a letter dated August 15, 2014 the City of Seaside informed FORA that portions of the drainage system associated with the road had failed; and

WHEREAS, on June 19, 2020 the City of Seaside and FORA executed a Memorandum of Agreement (MOA) establishing conditions for the repair of drainage infrastructure associated with Eucalyptus Road; and

WHEREAS, per the terms of the MOA, FORA provided funding in the amount of \$1,120,000.00 and the City accepted responsibility to construct repairs; and

WHEREAS, on November 5, 2020, a professional service agreement (Agreement) in the amount of \$33,470.00 was authorized with Harris & Associates (Consultant) to provide design support for the Eucalyptus Road Infiltration Basin Repair Project (Project); and

WHEREAS, since approval of the Agreement, staff has identified additional scope of work associated with evaluating the requirements of the Fort Ord Habitat Management Plan (HMP) on the Project; and

WHEREAS, the Consultant has provided a proposal in the amount of \$4,650.00 to conduct and evaluation of the Fort Ord Habitat Management Plan requirements toward the Project; and

WHEREAS, an additional 20% contingency to the proposed total agreement amount equals to approximately \$7,600; and

WHEREAS, the current adopted budget includes \$150,000.00 (336-8110-1030) for consultant services to design repairs to Eucalyptus Road drainage system; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment to the professional

services agreement with Harris and Associates in the amount of \$4,650.00 for a total e value not to exceed of \$38,120.00 to evaluate the mitigation requirements of the Fort Ord Habitat Management Plan on the Project to be funded from the FY 2020/2021 Eucalyptus Road Repairs Fund (336-8110-1030); and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute future amendments to the Agreement such that the total contract value does not exceed \$45,744.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of December, 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: December 1, 2021

Change Requested by: X City Consultant

Contract Date

Project Name

 11/12/2020

 Eucalyptus Road Infiltration Repair Project

To (Consultant): Harris & Associates, 450 Lincoln Ave., Suite 103, Salinas CA 93901

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, "Services."**

Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 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 and A1.

MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A and A1 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$33,470	\$0.00	\$4,650	\$38,120
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June 30, 2022	0	June 30, 2022

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank Lopez Director Engineer Services	
<i>Frank S. Lopez</i> Signature	Name and Title	December 1, 2021 Date



Harris & Associates

October 4, 2021

Scott Ottmar, P.E.
Senior Engineer
City of Seaside

EUCALYPTUS ROAD INFILTRATION BASIN PROJECT: DETERMINE HMP APPLICABILITY

Dear Scott:

Thank you for the opportunity to provide additional assistance to the City of Seaside (City) for the Eucalyptus Road Infiltration Basin Project. The following outlines our proposed scope of services and estimated fee to assist the City in determining the applicability of the Fort Ord Habitat Management Plan (HMP) and requirements therein. The Harris team includes EcoSystems West staff, who have extensive experience with the HMP and biological resources on former Fort Ord lands.

PROJECT UNDERSTANDING

Harris & Associates (Harris) prepared a CEQA Categorical Exemption for the Eucalyptus Road Infiltration Basin Project (project), based on Class 2, Replacement or Reconstruction, exemption criteria set forth in CEQA Guidelines Section 15302. Although this exempts the City from further CEQA compliance documentation, it does not exempt the City from meeting requirements set forth in the Fort Ord HMP, if applicable. The scope of services outlined below will determine if the HMP and any requirements therein apply to project implementation.

SCOPE OF SERVICES

The Harris team will conduct the following tasks to determine the applicability of the Fort Ord HMP and requirements therein for implementing the Eucalyptus Road Infiltration Basin Project (project).

- Develop list of potential species that could occur in or adjacent to the project area
- Research/review the HMP and requirements
- Conduct a field survey of the project area to assess potential for listed plants and wildlife
- Prepare a memorandum documenting the results of the research, field survey, and required measures
- Conduct preconstruction surveys (e.g., legless lizard) and identify the location of exclusion fencing

Based on the team's familiarity with the area, we do not expect rare plants to be present in the project area, but this will be confirmed through this process.

This scope of work does not include construction monitoring because it is not likely to be required, but that will be confirmed through this process as well.

PROPOSED FEES

The cost estimate for the scope of services described above is \$4,650 based on the hours and rates shown below.

Staff	Kate Elliott Giberson (Management/Oversight)	Justin Davilla (Botany/Natural Resources)	Total
Hourly Rate	\$275	\$125	
Hours	6	24	
Subtotal	\$1,650	\$3,000	\$4,650

Thank you, and let me know if you have any questions.

Sincerely,
Harris & Associates, Inc.



Kate Elliott Giberson
Director, Environmental Planning + Compliance
(831) 419-6800 ■ Kate.Giberson@WeAreHarris.com



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: December 16, 2021

**SUBJECT: ADOPT JOINT RESOLUTIONS OF THE CITY COUNCIL AND
SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO
EXECUTE THE FIRST AMENDMENT TO THE TERMS OF THE
PURCHASE AND SALE AGREEMENT AND ESCROW
INSTRUCTIONS WITH KB-BAKEWELL SEASIDE VENTURE, LLC,
FOR THE SALE OF LAND COMMONLY KNOWN AS CAMPUS
TOWN**

RECOMMENDATION

Adopt the resolutions authorizing the City Manager to execute the first amendment to the terms of the purchase and sale agreement and escrow instructions with KB-Bakewell Seaside Venture, LLC, for the sale of Campus Town.

BACKGROUND

On or about February 6, 2017, the KB-Bakewell Seaside Venture, LLC, and the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside entered into a Purchase and Sale Agreement and Joint Escrow Instructions for the property upon which the majority of the Campus Town Development will be built.

On or about March 5, 2020, the Campus Town Specific Planning Area, along with the attendant environmental documents and implementing agreements, were adopted which would permit the construction and operation of 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet (sf) of Retail, Dining, and Entertainment uses, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace), and Light Industrial floor space, as well as park/recreational areas (including approximately nine (9) acres of public open space and 3.3 acres of private open space), roadways, parking, and supporting infrastructure, on approximately 122.23 acres of land. Additionally, a development agreement was entered along with an affordable housing agreement

providing approximately 23% of restricted affordable housing units.

Shortly after the adoption of the City's actions, a State of Emergency was declared in response to the COVID-19 pandemic and a lawsuit was filed challenging the Campus Town approvals due to an alleged deficient environmental impact report. That case was filed in April 2020, and dismissed in August 2020, (Monterey Superior Court 20CV001203). A substantially similar case was re-filed in September 2020. The Monterey Superior Court sustained the City's and Real Parties demurrer to the September 2020 lawsuit and ordered dismissal of the lawsuit without leave to amend in case number 20CV002326. The Petitioner, Committee for Sound Water and Land Development of Fort Ord, filed an appeal to the trial court's decision and it is currently pending in the Sixth District Court of Appeal in Case number H049031. There has not yet been a decision on that matter.

Given the unanticipated and unavoidable delays, outside of both the City and KB-Bakewell Seaside Venture LLC's control, KB-Bakewell Seaside Venture LLC has requested that the City and Successor Agency extend the time period for the acquisition of Phase 1 of the project by three years and an additional two years for the takedown of Phase 2. The proposed resolutions and draft contract amendment are attached as Exhibits to the Resolutions of the Successor Agency and the City Council.

The City is moving forward with all actions necessary to support the Campus Town project including: 1) demolition activities, the characterization of the waste stream, and associated engineering activities to allow demolition to begin in early 2022; 2) the annexation of the property into the Marina Coast Water District service area; and 3) the financing mechanisms for construction, long term sustainability, and maintenance of the infrastructure and other amenities that will serve the residents in the Campus Town Specific Plan area. The City is also preparing the design and evaluation of a second Fire Station location which will serve Seaside North and the Campus Town Specific Plan area.

The extension of the agreement to provide additional time is necessary and will provide both the City and the Developer with the needed time to complete their respective obligations.

FISCAL IMPACT

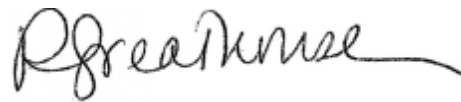
There is no fiscal impact associated with this item.

ATTACHMENTS

1. KB-Bakewell Letter of Extension of Purchase and Sale Agreement
-

2. Resolution
 3. First Amendment to the Professional Services Agreement
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager



October 26, 2021

Roberta Greathouse
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Extension of Purchase and Sale Agreement

Dear Mrs. Greathouse:

As you know the KB Bakewell Seaside Venture the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside entered into a purchase and sale agreement (PSA) on or about February 6, 2016 for the properties commonly known as "Surplus II" and the "26 Acre Parcels".

The initial period for this agreement was 5 years and since that time the City of Seaside and KB Bakewell have worked diligently in the planning and CEQA approvals required to bring this development to fruition.

However, despite all our diligence and hard work we now find ourselves in a position where our PSA is scheduled to expire on or about June 17, 2022.

- In our initial time schedule, we anticipated that it would take the city and KB-Bakewell approximately 12-18 months to complete the specific plan and CEQA process. Unfortunately, this process took well over 3 years and our project did not receive final city council approval until March 5, 2020.
- In addition to the delays incurred in navigating through the specific plan and CEQA, we were further delayed by the decision to close FORA and the impending restructuring of MCWD Fees, the role city's would play in overseeing the work previously overseen by FORA and the final transferring of land.

- None of us could have ever anticipated the additional delays caused by the Covid-19 Pandemic which not only affected work and work flow, but also disrupted the timing of the courts and statutory appeals processes in place regarding CEQA actions.
- The City of Seaside and KB-Bakewell has also been forced to address ongoing litigation matters both in the Monterey Courts as well as now in the court of appeals which is affecting our ability to proceed within the timeframes appropriate for a project of this nature. And this legal situation leaves all of us in the unfortunate position of being left without the ability to know or plan for a reasonable closing date.
- Annexation into Marina Coast Water District is another variable in which neither KB Bakewell nor the City of Seaside have final control regarding the time schedule for being ready to move forward.

For this reason and many others KB Bakewell Seaside Venture is requesting that the City of Seaside approve extending our existing Purchase and Sale agreement for an additional 3 years and adjust the timeline for the closing of Phase 2 of the agreement from 1 year to 2 years giving everyone time to resolve the relocation of the existing army fire station and remove the need to assign the existing lease between the U.S. Army and the City.

We are requesting that the existing PSA be adjusted so that the closing date for Phase 1 would occur no later than June 30, 2025, and that KB Bakewell be required to close on Phase 2 of the property no later than 2 years from the closing of Phase 1. All other terms and conditions of the agreement shall remain the same.

Sincerely,

Danny J. Bakewell, Sr.
Chairman -The Bakewell Company of Monterey
KB Bakewell Seaside Venture

Jeff McMullen
Executive Vice President-KB Home
KB Bakewell Seaside Venture

RESOLUTION NO. 21-____
RESOLUTION NO. 21-____SA

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AND
SUCCESSOR AGENCY OF THE SUCCESSOR AGENCY OF THE CITY OF SEASIDE
REDEVELOPMENT AGENCY**

**AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT
TO THE TERMS OF THE PURCHASE AND SALE AGREEMENT AND ESCROW
INSTRUCTIONS WITH KB-BAKEWELL SEASIDE VENTURE, LLC, FOR THE SALE
OF LAND COMMONLY KNOWN AS CAMPUS AND FORMER REDEVELOPMENT
AGENCY PROPERTIES LISTED ON THE LONG RANGE PROPERTY
MANAGEMENT PLAN AS “FOR SALE”**

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court’s decision in California Redevelopment Association, et al. v. Ana Matosantos, et al. (53 Cal.4th 231(2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Redevelopment Agency of the City of Seaside (the “Agency”) transferred to the control of the Successor Agency of the Redevelopment Agency of the City of Seaside (the “Agency”) by operation of law; and

WHEREAS, On March 28, 2014, the Department of Finance of the State of California approved the Long Range Property Management Plan of the Agency; and

WHEREAS, in compliance with the Approved Long Range Property Management Plan the City and Agency, solicited offers on the six properties listed as “For Sale” in the Long Range Property Management Plan (LRPMP), including “Surplus II”; and

WHEREAS, on February 6, 2017, the Agency and City Council entered into a Purchase and Sale Agreement and Escrow Instructions (PSA) with KB-Bakewell Seaside Venture (the “Developer”) for the purchase of (1) the “Surplus II” LRPMP site and (2) the “26 acres” City-owned site, both in the former Fort Ord, by the Developer for the development of an integrated mixed-use project (“the Project”); and

WHEREAS, Shortly after the adoption of the City and Agency’s actions, a State of Emergency was declared in response to the COVID-19 pandemic and a lawsuit was filed challenging the Campus Town approvals due to an alleged deficient environmental impact report. That case was filed in April 2020, and dismissed in August 2020, (Monterey Superior Court 20CV001203). A substantially similar case was re-filed in September 2020. The Monterey Superior Court sustained the City's and Real Parties demurrer to the September 2020 lawsuit and ordered dismissal of the lawsuit without leave to amend in case number 20CV002326. The Petitioner, Committee for Sound Water and Land Development of Fort Ord, filed an appeal of the trial court's decision and it is currently pending in the Sixth District Court of Appeal in Case number H049031. There has not yet been a decision in that matter.

WHEREAS, Given the unanticipated and unavoidable delays, outside of both the City and Developer's control, Developer has requested that the City and Agency extend the time period for the acquisition of Phase 1 of the project by three years and an additional two years for the takedown of Phase 2.

WHEREAS, Agency staff has negotiated amended terms and conditions of the PSA between the Seller and Developer that extend the time to perform; and

NOW, THEREFORE the City Council and the Agency hereby finds, determines and resolves as follows:

Section 1. The City and Agency jointly hereby approves the amended terms and conditions of the PSA, and all other documents reasonably required to implement the PSA amendment, as substantially set forth in the form attached to this resolution.

Section 2. The City and Agency jointly directs staff to forward the PSA to the Oversight Board to receive and file.

Section 3. The City Clerk and the Agency Secretary shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a Joint Special Meeting of the City Council and the Successor Agency duly held on the 16th day of December, 2021, by the following vote::

AYES:	___	COUNCIL/AGENCY MEMBERS
NOES:	___	COUNCIL/AGENCY MEMBERS
ABSENT:	___	COUNCIL/AGENCY MEMBERS
ABSTAIN:	___	COUNCIL/AGENCY MEMBERS

Ian Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This First Amendment to Purchase and Sale Agreement and Escrow Instructions (this “**Amendment**”) is executed as of _____, 2021 (“**Effective Date**”) by and between KB BAKEWELL SEASIDE II, LLC, a Delaware limited liability company, successor by assignment and assumption to KB-Bakewell Seaside Venture, LLC, a California limited liability company (“**Buyer**”), and the CITY OF SEASIDE and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE (collectively, “**Seller**”) with reference to the following facts:

A. Buyer and Seller entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of February 6, 2017 (“**Purchase Agreement**”) relating to the purchase and sale of certain real property located in the City of Seaside, County of Monterey, State of California, and more particularly described in the Purchase Agreement. All terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

B. Buyer acknowledges that Buyer is unaware of any uncured defaults by Buyer under the Purchase Agreement. Seller acknowledges that Seller is unaware of any uncured defaults by Seller under the Purchase Agreement.

C. Buyer and Seller desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Purchase Agreement and in this Amendment, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Buyer and Seller agree as follows:

1. Outside Phase 1 Closing Date; Phase 2 Closing. For the purposes of the Purchase Agreement, Buyer and Seller acknowledge that the Due Diligence Period expired on June 17, 2017, and Buyer delivered the Due Diligence Approval Notice prior to such date. Section 2 of the Purchase Agreement is hereby amended to provide that (i) the Outside Phase 1 Closing Date shall be the date that is eight (8) years after the expiration date of the Due Diligence Period, provided, however, such eight (8) year period shall be automatically extended to the date that is six (6) months after the final conclusion of any Challenge to the Entitlements, as referenced in in Section 5.6 of the Purchase Agreement, and (ii), subject to the satisfaction of the conditions contained in Section 6 of the Purchase Agreement, the Phase 2 Closing shall occur on a date designated by Buyer in writing at least five (5) business days in advance that is on or before two (2) years after the Phase 1 Closing.

2. Representations, Warranties, and Covenants.

2.1. Seller’s Representations, Warranties, and Covenants. Seller represents, warrants and covenants to Buyer that Seller is not aware of any facts or circumstances that are contrary to Seller’s representations, warranties, and covenants contained in Section 11.1 of the Purchase Agreement.

2.2. Buyer's Representations, Warranties, and Covenants. Buyer represents, warrants and covenants to Seller that Buyer is not aware of any facts or circumstances that are contrary to Buyer's representations, warranties, and covenants contained in Section 11.2 of the Purchase Agreement.

3. Seller Work. Notwithstanding anything in the Agreement to the contrary, Buyer, in its sole and absolute discretion and with the reasonable cooperation of Seller, which reasonable cooperation may include, without limitation, the negotiation and execution of a commercially reasonable construction license, shall have the right to perform the Seller's work contemplated by Section 5.8 of the Agreement ("**Seller's Work**"). If Buyer exercises the foregoing right, then Buyer shall receive (i) at the Phase 1 Closing a credit against the Phase 1 Purchase Price in an amount equal to the total of all costs, fees and expenses paid by Buyer in connection with the performance of that portion of the Seller Work applicable to the Phase 1 Property plus an administrative fee of ten percent (10%) and (ii) at the Phase 2 Closing a credit against the Phase 2 Purchase Price in an amount equal to the total of all costs, fees and expenses paid by Buyer in connection with the performance of that portion of the Seller Work applicable to the Phase 2 Property plus an administrative fee of ten percent (10%).

4. GENERAL PROVISIONS.

4.1. Counterparts. The parties may execute this Amendment in one or more counterparts, each of which shall be deemed an original and all counterparts taken together shall constitute the same instrument. To facilitate execution of this Amendment, the parties may exchange executed counterparts of the signature pages by facsimile or portable document format (pdf).

4.2. Full Force and Effect. Buyer and Seller each ratify their respective rights and obligations under the Purchase Agreement. The Purchase Agreement remains in full force and effect as modified by this Amendment

4.3. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the Purchase Agreement

4.4. Incorporation of Recitals. The Recitals set forth above are true and accurate and are hereby incorporated as though set forth in full in this Amendment.

NO FURTHER TEXT ON THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BUYER:

KB-BAKEWELL SEASIDE VENTURES,
LLC,
a California limited liability company

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

SELLER:

CITY OF SEASIDE

By: _____

Print Name: _____
City Manager and Executive

Attest:

Print Name: _____
City Clerk

Approved as to Form:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF SEASIDE

By: _____

Print Name: _____

Its: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: December 16, 2021

SUBJECT: ADOPT A RESOLUTION APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

RECOMMENDATION

Adopt the resolution approving the annual compliance report in support of projects funded by Measure X and authorizing staff to submit the Report to the Transportation Agency for Monterey County (TAMC) in order for the City to continue receiving the revenue generated from Measure X funds.

BACKGROUND

On November 8, 2016, the voters of Monterey County, approved Measure X on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (Measure X). Measure X is estimated to generate \$600 million over 30 years for transportation improvements in Monterey County. Of that amount, \$360 million (60%) will be distributed to the cities and the County for local projects, while the remaining \$240 million (40%) is programmed to regional safety and mobility projects.

The duration of the Measure X sales tax will be 30 years from the initial year of collection, which began April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in TAMC's Transportation Safety and Investment Plan (the "Measure X Investment Plan"), as it may be amended.

As required in the Master Program Funding Agreement between TAMC and the City, the City must submit to TAMC an Annual Program Compliance Report (Attachment 2) by December 31st for each Fiscal Year that the Measure X funds are in effect. Attachments required for the Annual Program Compliance Report are the Independent Audit of Financial Statements, Five-Year Capital Improvement Program (CIP), Pavement Management Program Report, and Project Photos, as described below.

- Independent Audit of Financial Statements – Finance completed the Independent Audit of Financial Statements for Measure X Funds and is included in the Annual Compliance Report (Attachment 2).
- Measure X CIP - List of eligible transportation projects that are anticipated to be funded with the jurisdiction's share of Measure X funds. The City Council held meetings on April 19, 2018, June 7, 2018, and July 10, 2018, at which the programming of these funds for the proposed pavement upgrades was determined. The selected roadway segments have been combined into a single multi-phased project with the title Arterial & Collector Roadway Rehabilitation Project Phase 1, 2, & 3. Phase 3 was completed in FY 2021/22. Subsequent projects identified in the remaining four years of the Measure X CIP include projects funded by Measure X and SB1. Specific street segments of these projects will be identified upon completion of the City's Pavement Management Program Update.
- Pavement Management Program (PMP) Report - The City's PMP Update is currently underway and is anticipated to be completed by February 2022. The updated PMP Report will be submitted in next year's Annual Compliance Report.
- Project Photos - Before and after project photos from the reporting year are included in the Annual Compliance Report. There were two projects that were funded with Measure X funds; Arterial & Collector Roadway Rehabilitation Project and Bike Safe Storm Drain Grates.

Staff recommends the City Council adopt a resolution (Attachment 1) authorizing staff to submit the Annual Program Compliance Report to the Transportation Agency of Monterey County.

ENVIRONMENTAL COMPLIANCE

This action is not defined as a project under the California Environmental Quality Act (CEQA) in accordance with Title 14 of the California Code of Regulations, Chapter 3, Article 20, Section 15378 (b.4).

Evidence:

The proposed action is a government funding mechanism, not a project, and fiscal activities do not involve commitment to one specific project.

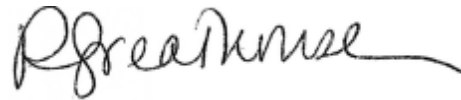
FISCAL IMPACT

Revenues generated over the 30 year Measure X tax period is estimated to be \$22 million for the City of Seaside for transportation improvements. Annual revenue to the City from Measure X is expected to be about \$1,000,000. The proposed annual expenditures are less than the expected Measure X revenues. Therefore, there will be no fiscal impact to the City.

ATTACHMENTS

1. Resolution
 2. Annual Program Compliance Report
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF
PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT
REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY.**

WHEREAS, the Master Funding Agreement (Agreement) between the Transportation Authority for Monterey County (TAMC) and the City was approved by City Council on June 15, 2017 (Res 17-40); and

WHEREAS, the Annual Program Compliance Report, per the Agreement, is a document produced by the City which describes the efforts taken by the jurisdiction to comply with Measure X funding agreement; and

WHEREAS, the Independent Audit of Financial Statements, Five-Year Capital Improvement Program, and the Pavement Management Program Report are included as Attachments 1, 2 and 3 to the Annual Program Compliance Report; and

WHEREAS, the Agreement requires the submittal of an Annual Program Compliance Report by December 31st each year that the Measure X funds are in effect; and

WHEREAS, under the California Environmental Quality Act (CEQA) in accordance with Title 14 of the California Code of Regulations, Chapter 3, Article 20, Section 15378 (b.4), this action is not defined as a project and is not subject to CEQA, as it is defined as a government funding mechanism.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes staff to submit the Annual Program Compliance Report in support of the Measure X Program, attached hereto, to the Transportation Agency for Monterey County.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of December 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

THE CITY OF SEASIDE
MEASURE X ANNUAL PROGRAM COMPLIANCE REPORT
FISCAL YEAR 2020/21

The City of Seaside Annual Program Compliance Report presents the City's efforts and actions taken during the fiscal year (FY) 2020/21 on the programing and use of Measure X to fund local roadway rehabilitation, bicycle and pedestrian safety improvement projects within the City of Seaside.

The City of Seaside received a Bond of approximately \$10,000,000 for improvements to various roadways as part of the Pavement Rehabilitation Project for both the design and construction elements. The Bond financing payments use Measure X Revenues, which are included in the Measure X Revenues in the table below. The expenditures that utilize the Bond supported funds are also included in the table below, however they are expended in a different fund and are not included in the Fund Balance Totals.

The revenue earned in FY20/21 that was not expended by the end of the Fiscal Year will be carried over and applied to the projects programmed for FY21/22.

CITY OF SEASIDE - FISCAL YEAR AUDITED 2020/21 BALANCE SHEET

REVENUES	
Carryover from Previous Year*	\$ 2,036,451.00
Measure X Revenues	\$ 1,084,029.00
Earning on Interest	\$ 6,478.00
TOTAL REVENUES:	\$ 3,126,958.00
EXPENDITURES – MEASURE X	
Bike Safe Grates	\$ 94,685.51
A&C Rehab Construction Phase 3	\$ 313,376.52
Debt Service – Measure X Bond	\$ 643,083.97
Audit Fee	\$ 5,000.00
TOTAL EXPENDITURES:	\$1,056,146.00
EXPENDITURES – BOND SUPPORTED	
A&C Rehab Construction Phase 3	\$ 6,026,290.22
TOTAL BOND EXPENDITURES:	\$ 6,026,290.22
TOTAL EXPENDITURES (MSR X AND BOND):	\$ 7,082,436.22
FUND BALANCE, END OF PERIOD:	\$ 2,070,812.00

* FY 19/20 Audited Report

Project Details

Title: Bike Safe Grates

Description: Replace storm drain grates City wide with bicycle safe grates. Measure X funds were used to fund the procurement and fabrication of the grates, and install/construction of the project.

Benefits: Once complete, the newly installed grates will assist with providing a safe route of travel for bicyclists along shoulders of the road.

Phase: Construction

Title: Arterial and Collector Rehabilitation Project Phase 3

Description:

The actions performed by City staff in fiscal year (FY) 20/21 included construction of Phase 3 of the Arterial and Collector Roadway Rehabilitation (A&C Rehab) Project. The A&C Roadway Rehabilitation Project is spanning multiple years and had phased Construction Bid Packages. The scope of the project was selected utilizing the Pavement Management Program (PMP), which was updated by StreetSaver. A list of roadways recommended for treatment was generated utilizing the updated Decision Tree Matrix and Budgetary scenarios outlined within the program. Following the preliminary roadway selection, the City assessed the roadways selected and revised the list as necessary to meet the needs of the community. City Council held study sessions on the PMP, and the roadways preliminarily selected for treatment, on April 9, 2018, June 7, 2018, July 10, 2018, and March 7, 2019. Based on Council direction to focus on upgrading major arterial and collector streets, staff developed preferred treatment scenarios identifying the City's ability to improve the condition of the citywide roadway network with the use of Measure X funds.

On November 1, 2018 the City awarded a contract with Harris and Associates for the preparation of design and construction bid documents, construction inspection and testing, and overall construction management services for Phase 2 and 3 A&C Rehab Project. The design and construction of this project is funded through a combination of Measure X Funds, SB1 funds, and Measure X supported Bond revenue. Phase 2 construction was completed in November 2019.

The construction of Phase 3 was awarded to Teichert Construction on May 20, 2020 and was completed in August 2021. The scope of the work included base repairs, surface seal, AC overlay, full depth pavement rehabilitation and striping of various arterial and collector roadways within the City. The project was funded through Measure X Funds, SB1 funds, Safer Streets Pilot Program, and Measure X supported Bond revenue.

Benefits: At the completion of the project, it is anticipated that the overall PCI of the major arterial and collector network within the City will be improved. These roadways interconnect all the neighborhoods within the City and provide routes for access to businesses, schools, and highways. In addition, many pedestrian ramps will be improved near schools and high pedestrian locations allowing for alternative means of travel for all ages and abilities. Improving these roadways and pedestrian facilities by the completion of this project, will positively impact the majority of the community members' commute, providing an overall safer route for the residents and patrons of the City of Seaside.

Phase: Construction of Phase 3.

List of Attachments

The following Attachments are included in the Annual Program Compliance Report:

- ATTACHMENT 1: Annual Independent Audit
- ATTACHMENT 2: Five-Year Capital Improvement Program
- ATTACHMENT 3: Pavement Management Program Report
- ATTACHMENT 4: Project Photos

CITY OF SEASIDE
TRANSPORTATION SAFETY AND INVESTMENT PLAN ACCOUNT FUND
FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITORS' REPORT
JUNE 30, 2021



CLAconnect.com

WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING

CITY OF SEASIDE
TRANSPORTATION SAFETY AND INVESTMENT PLAN ACCOUNT FUND
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INDEPENDENT AUDITORS' REPORT

City Council
City of Seaside, California

Report on the Financial Statements

We have audited the accompanying financial statements of the City of Seaside (City) Transportation Safety and Investment Plan Account Fund, as of and for the year ended June 30, 2021, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the City of Seaside Transportation Safety and Investment Plan Account Fund, as of June 30, 2021, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the City of Seaside Transportation Safety and Investment Plan Account Fund and do not purport to, and do not, present fairly the financial position of the City of Seaside, as of June 30, 2021 or the changes in its financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2021 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Roseville, California
December 3, 2021

City of Seaside**TRANSPORTATION SAFETY AND INVESTMENT PLAN ACCOUNT FUND****BALANCE SHEET**JUNE 30, 2021

ASSETS

Cash and investments	\$ 1,755,491
Due from other governments	<u>315,321</u>
Total assets	<u>2,070,812</u>

FUND BALANCE

Restricted	<u>2,070,812</u>
Total Fund Balance	<u>\$ 2,070,812</u>

See accompanying Notes to the Financial Statements

City of Seaside**TRANSPORTATION SAFETY AND INVESTMENT PLAN ACCOUNT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2021**

REVENUES

Transportation Safety and Investment Plan Account revenue	\$ 1,084,029
Use of Money and Property	<u>6,478</u>
Total revenues	<u>1,090,507</u>

EXPENDITURES

Transfers to City of Seaside for Bond Issuance costs and capital projects	1,051,146
Reporting and Implementation	<u>5,000</u>
Total Expenditures	<u>1,056,146</u>
Excess (deficiency) of revenues over expenditures	34,361
Fund balance, beginning of fiscal year	<u>2,036,451</u>
Fund balance, end of fiscal year	<u>\$ 2,070,812</u>

See accompanying Notes to the Financial Statements

CITY OF SEASIDE
TRANSPORTATION SAFETY AND INVESTMENT PLAN ACCOUNT FUND
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Seaside Transportation Safety and Investment Plan Account Fund are prepared in accordance with accounting principles generally accepted in the United States of America as applied to governmental units (GAAP). The Activities' reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Reporting Entity

The City of Seaside receives Measure X funding from the Transportation Agency for Monterey County for the purpose of street and road infrastructure improvements. In addition, Measure X funds can be utilized to match grants, loans, programs, and pay annual debt service to fund eligible approved bonds for local road maintenance or safety projects. The financial statements present only the City of Seaside Transportation Safety and Investment Plan Account Fund and do not purport to, and do not present, the City's financial position and changes in financial position. The City of Seaside's basic financial statements are available from the City's website at <http://www.ci.seaside.ca.us/192/Financial-Statements>.

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The City of Seaside Transportation Safety and Investment Plan Account Fund is presented as a governmental fund type. Governmental funds are accounted for using a current financial resources measurement focus. The application of this measurement focus provides that, in general, only current assets and current liabilities are present on the balance sheet. Operating statements of these funds present revenues and expenditures.

The modified accrual basis of accounting is used for all governmental funds. Under the modified accrual basis of accounting, revenues are recognized when they become susceptible to accrual (i.e., both measurable and available). Measurable means that the amount of the transaction can be determined. Available means the funds are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For Measure X Funds, the City considers revenues to be available if they are collected within 120 days of the end of the current fiscal period, in order to capture all revenues related to the current fiscal year.

Expenditures of governmental funds are generally recognized when the related fund liability is incurred.

NOTE 2 – CASH DEPOSITS

The City follows the practice of pooling cash and investments for all funds under its direct daily control. Interest earned on pooled cash and investments is allocated periodically to the various funds based on average cash balances. Detailed disclosure regarding the City's investments of cash is included in the notes to financial statements of the City.

CITY OF SEASIDE
TRANSPORTATION SAFETY AND INVESTMENT PLAN ACCOUNT FUND
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 3 – MAINTENANCE OF EFFORT

The Measure X Master Programs Funding Agreement between the City of Seaside and the Transportation Agency for Monterey County, as amended, requires that the City must expend each fiscal year from its general fund for street and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151 ("Maintenance of Effort"). This baseline amount will be indexed annually to the Engineering News Record construction index.

Maintenance of Effort: \$671,147

Total expenditures from the general fund for street and highway purposes for the fiscal year ended June 30, 2021 was \$671,147. The City was in compliance with the Maintenance of Effort requirement of the Measure X Master Programs Funding Agreement between the City of Seaside and the Transportation Agency for Monterey County.



INDEPENDENT AUDITORS' COMPLIANCE REPORT WITH TAMC ORDINANCE NO. 2016-01 TRANSPORTATION SAFETY AND INVESTMENT PLAN

City Council
City of Seaside, California

We have audited the financial statements of the City of Seaside (City) Transportation Safety and Investment Plan Account Fund compliance with the types of compliance requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-01 and in the Measure X Master Programs Funding Agreement between TAMC and the City of Seaside applicable for the fiscal year ended June 30, 2021.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to the City of Seaside Transportation Safety and Investment Plan Account Fund.

Auditors' Responsibility

Our responsibility is to express an opinion on the City's compliance based on our audit in accordance with the compliance requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-01 and in the Measure X Master Programs Funding Agreement (the Agreement) between TAMC and the City of Seaside. The Measure X Master Programs Funding Agreement requires that the independent auditor shall perform at least the following tasks: (1) determine whether the recipient expended all Measure X funds received in compliance with Measure X, the Measure X Investment Plan, and the Policies & Project Descriptions, as they may be adopted or amended by TAMC from time to time, and the Agreement, (2) determine whether the Measure X revenues received and expended were accounted for and tracked in its own separate budget and fund titled "Transportation Safety & Investment Plan Account" and were not comingled with any other funds and that the accounting system provides adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds, and (3) determine whether the City met the Maintenance of Effort requirements imposed by Measure X and State law. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state laws and regulations applicable to the City occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

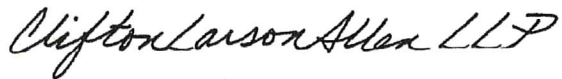
We believe that our audit provides a reasonable basis for our opinion on compliance. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Compliance with the City of Seaside Transportation Safety and Investment Plan Account Fund

In our opinion, the funds allocated to and received by the City of Seaside Transportation Safety and Investment Plan Account Fund, complied, in all material respects, with the compliance requirements referred to above that are applicable in accordance to the compliance requirements described in the Transportation Agency for Monterey County's (TAMC) Ordinance No. 2016-01 and in the Measure X Master Programs Funding Agreement between TAMC and the City of Seaside for the fiscal year ended June 30, 2021.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".**CliftonLarsonAllen LLP**

Roseville, California
December 3, 2021



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

City Council
City of Seaside, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Seaside (City) Transportation Safety and Investment Plan Account Fund as of and for the fiscal year ended June 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated December 3, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and responses as item 2021-001 that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Seaside Transportation Safety and Investment Plan Account Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

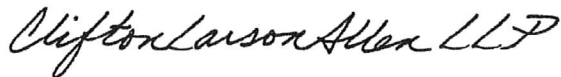
City Council
City of Seaside, California

City's Response to Finding

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and responses. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Roseville, California
December 3, 2021

CITY OF SEASIDE

**TRANSPORTATION SAFETY AND INVESTMENT PLAN ACCOUNT FUND
SCHEDULE OF FINDINGS AND RESPONSES**

2021-001 Comingling of Measure X and Non-Measure X Funds

Type of Finding: Material Weakness in Internal Control over Financial Reporting

Condition: During the fiscal year, the City recorded \$200,000 in revenue and a receivable related to a non-Measure X grant from TAMC into the Transportation and Safety Investment Plan Fund. This revenue and receivable were reversed for the City during preparation of the Measure X financial statements, to bring the City back into compliance with the agreement.

Criteria or specific requirement: Article II, Section B.1. of the Measure X Master Programs Funding Agreement between the Transportation Agency for Monterey County and City of Seaside states that the City must "account for Measure X funds, including any interest received or accrued, separately from any other funds received from TAMC or any other source. All Measure X revenues received and expended shall be accounted for and tracked in its own separate budget and fund titled "Transportation Safety & Investment Plan Account" and will not be comingled with any other funds".

Effect: The City is not in compliance with the Measure X Master Funding Agreement between the City and the Transportation Agency for Monterey County when non-Measure X funds are comingled with Measure X funding.

Cause: Because Measure X funds and Safer Streets Pilot Program funds are both disbursed by the Transportation Agency for Monterey County, the City recorded revenue related to the Safer Streets Pilot Program in the same fund where it typically records revenue received from the Transportation Agency for Monterey County, the Transportation and Safety Investment Plan Fund.

Repeat Finding: This is not a repeat finding.

Recommendation: We recommend that the City review all funds received from the Transportation Agency for the County of Monterey to determine whether they are related to Measure X or other programs and record only the revenue related to Measure X in the Transportation and Safety Investment Plan Fund.

Views of responsible officials and planned corrective actions: The City is in agreement with the finding.

CITY of SEASIDE
MEASURE X FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR FISCAL YEARS 2021/22 – 2024/25

Attachment 2

YEAR 1 (FY21/22)

Project	Description & Phase	Total Cost	Measure X (Bond)	PCI
Arterial and Collector Resurfacing Project (carry-over)	Phase 3 – Construction: Overlay, Reconstruction, ADA Improvements, and Surface Seal of Various Arterials and Collectors within the City	\$2,760,000	\$1,000,000 (\$1,000,000)	<65
FY 21/22 Pavement Rehabilitation and Street Striping	Design & Construction. Surface Seal portions of Fremont Blvd., Full Depth HMA on Kimball Ave. and Wheeler Street, various base repairs, and street striping	\$1,000,000	\$850,000 (\$150,000)	<50
Totals:		\$3,670,000	\$1,850,000 (\$1,150,000)	

YEAR 2 (FY22/23)

Project	Description & Phase	Total Cost	Measure X (BOND)	PCI
FY 22/23 Pavement Rehabilitation	Design & Construction: Rehabilitate deteriorated roadway sections within the City	\$3,500,000	\$300,000 (\$2,000,000)	<60
Totals:		\$3,500,000	\$300,000 (\$2,000,000)	

YEAR 3 (FY23/24)

Project	Description & Phase	Total Cost	Measure X (BOND)	PCI
FY 23/24 Pavement Rehabilitation	Design & Construction: Rehabilitate deteriorated roadway sections within the City	\$900,000	\$300,000	<60
Totals:		\$900,000	\$300,000	

YEAR 4 (FY24/25)

Project	Description & Phase	Total Cost	Measure X (BOND)	PCI
FY 24/25 Pavement Rehabilitation	Design & Construction: Rehabilitate deteriorated roadway sections within the City	\$300,000	\$300,000	<60
Totals:		\$300,000	\$300,000	

CITY of SEASIDE
MEASURE X FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR YEARS 2020/21 – 2024/25

YEAR 5 (FY 25/26)

Project	Description & Phase	Total Cost	Measure X (BOND)	PCI
Residential Streets	Remove & Replace Failed Road Sections on Residential Streets	\$300,000	\$300,000	<60
Totals:		\$300,000	\$300,000	

DEFINITIONS OF REQUESTED INFORMATION:

1. Project: The title of the project to receive Measure X funding.
2. Description & Phase: A general description of the project and the phase (e.g. Environmental; Design; Right-of-Way; or Construction) that will be funded in the given year.
3. Total Cost: The total cost of the project.
4. Measure X: The amount of Measure X funding that will be expended on the project.
5. PCI: The Pavement Condition Index for the roadway, from the local jurisdiction's Pavement Management Program.

Pavement Management Report

The City is currently updating the Pavement Management Program and it is anticipated to be complete by February 2022. The final report and will be included in next year's annual report.

Arterial and Collector Rehabilitation Project Phase 3

Noche Buena Street at Military Avenue

Before Photos



After Photos



Yosemite Street at Westminster Court

Before



After



La Salle Avenue at Noche Buena Street

Before



After



Playa Avenue at Fremont Boulevard

Before



After



Broadway Avenue at Judson Street

Before



After



Noche Buena Street at Wanda Avenue

Before



After



Noche Buena Street at Hilby Avenue

Before



After



Military Avenue at Cross Street

Before



After



Yosemite Street at Mingo Avenue

Before



After



Bike Safe Grates

Before



After





CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: December 16, 2021

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FIRE STATION UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED \$679,572.00 INCLUDING CONTINGENCY; APPROPRIATING \$329,761.00 FROM THE GENERAL FUND; AND AWARDING A CONSTRUCTION AGREEMENT TO 101 BUILDERS INC. FOR AN AMOUNT NOT TO EXCEED \$590,932.00

RECOMMENDATION

Adopt a resolution:

1. Approving the plans and specifications for the Fire Station Upgrades Project;
2. Appropriating \$329,761.30 from the General Fund to the project budget;
3. Awarding a construction agreement to 101 Builders Inc. for an amount not to exceed \$590,932.00;
4. Establishing a 15% construction contingency for a total project construction amount not to exceed of \$679,572.00; and
5. Authorizing the City Manager to execute the construction agreement, 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 amount.

BACKGROUND

Seaside Fire Station is located at 1635 Broadway Avenue. The Fire Station Upgrades Project includes the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical and plumbing modifications, and new paint on the exterior of building.

The design was completed and the project was released for construction bids on October 21, 2021, and bids were opened on November 12, 2021. Bids were received from five contractors as follows:

Contractors	Base Bid	Alternative	Bid
Arts Construction	\$1,195,000.00	\$70,000.00	\$1,265,000.00
Premier Builders	\$762,753.00	\$17,622.00	\$780,375.00
CMA Painting Inc.	\$720,000.00	\$10,000.00	\$730,000.00
Thayer Construction	\$608,752.39	\$20,509.50	\$629,261.89
101 Builders Inc.	\$562,102.00	\$28,830.00	\$590,932.00

Award of the contract is based upon the total base bid plus alternative. The bid alternate consists of installing new siding on the north and west sides of the Fire Station building. Based upon an evaluation of bid documents received, 101 Builders Inc. was the lowest responsive and responsible bidder, with a total base bid plus alternative of \$590,932.00. 101 Builders have satisfactorily completed similar work projects to the Fire Station Upgrades project for other municipalities. Staff recommends a construction agreement for this project be awarded to 101 Builders 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). The project repairs and performs minor upgrades to the existing building and involves negligible or no expansion of use.

FISCAL IMPACT

The proposed construction agreement with 101 Builders Inc. is a not to exceed amount of \$590,932.00. In addition, a construction agreement contingency of 15%, or \$88,640.00, is required for expenses from unforeseeable issues that arise during construction.

On May 20, 2021, the FY 2020/21 Budget was amended to include \$216,000 from the General Fund to replace the six bay doors at the fire station. The funds were not spent. The FY 2021/22 budget for the Fire Station Upgrades Project is \$250,000.00 (Account No. 344-8910-9556) not including the \$216,000 from the previous amended FY 20/21 Budget. The original scope of the scope of the project was just to repaint the Fire Station building. It was revealed that the textured coating under the paint contains asbestos, and there is termite damage on the siding on the south and east sides of the building. Asbestos abatement must be conducted prior to painting, and siding needs to

be removed and replaced. Asbestos remediation and siding replacement was not included in the original budget for this project. In addition, this project requires construction management and inspection services, and asbestos oversight. Based upon the services necessary for the project and the construction contingencies, an additional amount of \$329,761.00 from the General Fund is needed to complete the project, resulting in a revised project budget of \$795,761.00.

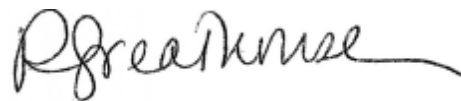
Staff recommends adopting the resolution:

1. approving the plans and specifications for the Fire Station Upgrades Project;
2. appropriating \$329,761.00 from the General Fund and amending the fiscal year 2021/22 budget for Fire Station Upgrades Project;
3. awarding a construction agreement to 101 Builders Inc. for an amount not to exceed \$590,932.00;
4. establishing a 15% construction contingency for a total project construction amount not to exceed \$679,572.00; and
5. authorizing the City Manager to execute the agreement, 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 amount.

ATTACHMENTS

1. Resolution
2. Plans
3. Specifications
4. Construction Agreement
5. Budget Amendments FY22 as of 12.16.21

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR THE FIRE STATION UPGRADES PROJECT; APPROPRIATING \$329,761.30 FROM THE GENERAL FUND TO THE PROJECT; AWARDING A CONSTRUCTION AGREEMENT TO 101 BUILDERS INC. FOR AN AMOUNT NOT TO EXCEED \$590,932.00; APPROVING A TOTAL PROJECT CONSTRUCTION COST INCLUDING A 15% CONTINGENCY OF \$679,572.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT AND APPROVE AMENDMENTS UP TO THE TOTAL COST OF THE PROJECT

WHEREAS, the Fire Station Upgrades (Project) is an approved City Capital Improvement Project identified in the fiscal year 2021-2022 annual budget; and

WHEREAS, Wallace Group completed design for the project in October 2021; and

WHEREAS, the proposed improvements include the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical and plumbing modifications, and new paint on the exterior of building; and

WHEREAS, on October 21, 2021, the project was released for construction bids, and on November 12, 2021, five bids were received; and

WHEREAS, 101 Builders Inc. was determined to be the lowest responsive and responsible bidder in the amount of \$590,932.00; and

WHEREAS, an amount of \$88,640.00 contingency, 15% of the construction agreement value, should be authorized on an as required basis; and

WHEREAS, 101 Builders Inc. has successfully completed similar type projects for the other municipalities; and

WHEREAS, the City has determined that the project budget (Account No.342-8920-9569) including construction contingency, material testing, and design support during construction, is \$795,761.00, requiring an additional \$329,761.00 to complete the project; and

WHEREAS, there is sufficient General Fund balance to fund the additional budget request; and

WHEREAS, the project is categorically exempt per Article 19, section 15301 of CEQA.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the plans and specifications for the Fire Station Upgrades Project dated October 18, 2021; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside approves a fiscal year 2021/2022 budget appropriation in the amount of \$329,761.00 from the General Fund to the Fire Station Upgrades Project (344-8910-9556), such that the revised Project budget is \$795,761.00, and directs the Finance Director to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with 101 Builders Inc. for an amount not to exceed \$590,932.00; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 15% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$679,572.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of December, 2021, by the following vote:

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

Ian N. Oglesby, Mayor

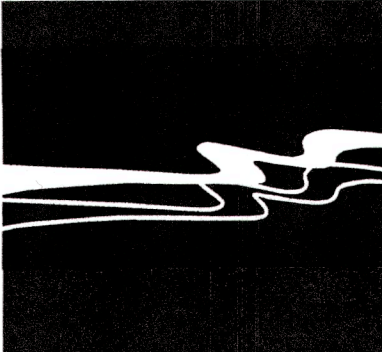
ATTEST:

Dominique L. Davis, City Clerk

CITY OF SEASIDE

FIRE STATION UPGRADES

1635 BROADWAY AVE, SEASIDE, CA 93955



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WATER RESOURCES

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SAN LUIS OBISPO, CA 93401
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www.wallacegroup.us

- SCOPE OF WORK:**
1. REMOVAL AND ABATEMENT OF ALL PAINT AND COATING ON BUILDING EXTERIOR AND SURROUNDING SITE WALLS.
 2. REMOVAL AND REPLACEMENT OF WOOD SIDING AND TRIM.
 3. TREATMENT FOR TERMITES AS NOTED ON PLANS AND DESCRIBED IN PROVIDED TERMITE REPORT.
 4. NEW PAINT ON BUILDING EXTERIOR AND ALL SURROUNDING SITE WALLS.
 5. REMOVAL OF SIX BAY DOORS AND INSTALLATION OF SIX NEW BAYS DOORS.
 6. ALL ASSOCIATED PLUMBING AND ELECTRICAL REQUIRED FOR PROPER INSTALL AND FUNCTION OF NEW BAY DOORS.

APPLICABLE CODES, RULES, AND REGULATIONS:

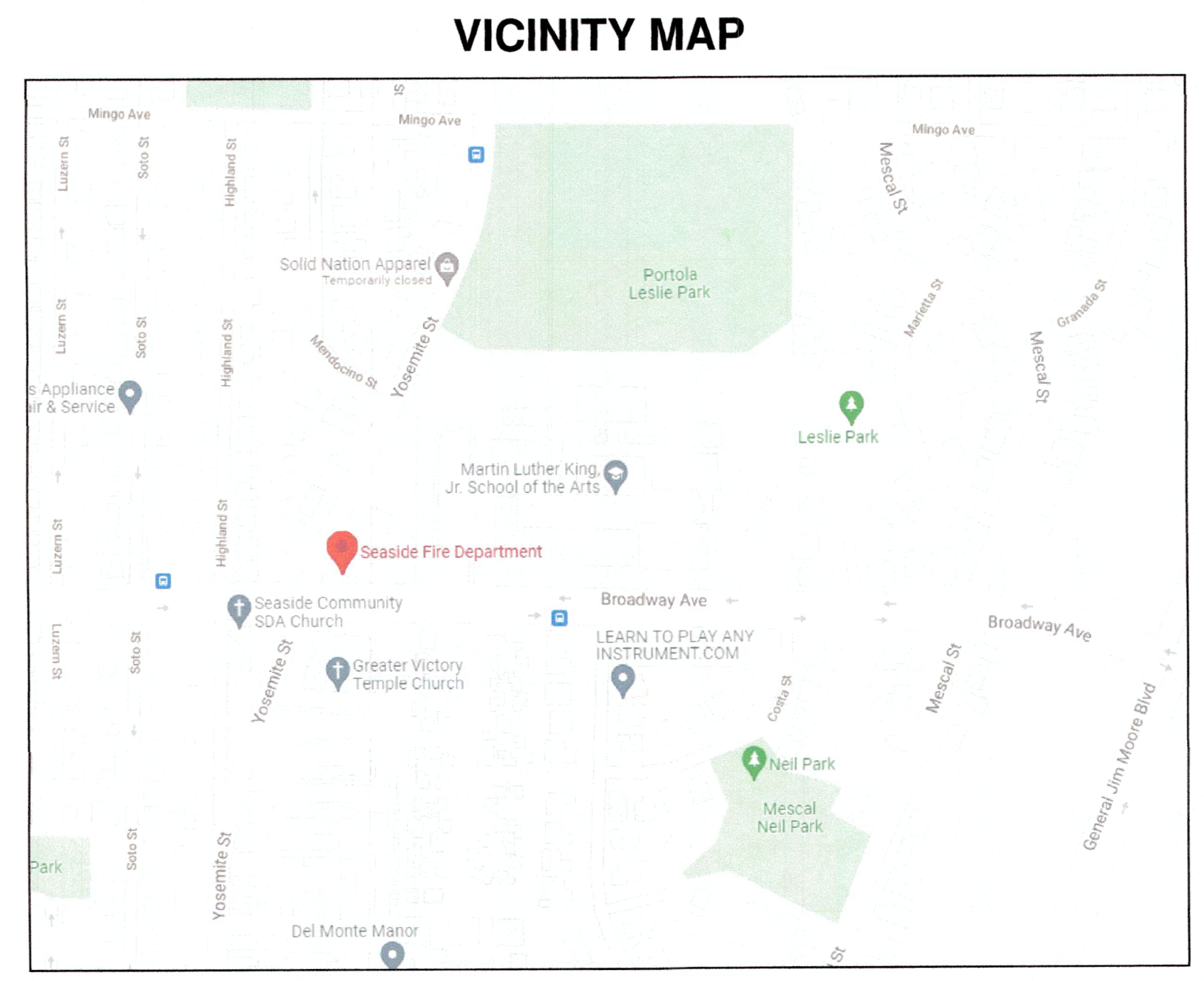
ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ADOPTED BUILDING CODES AND THE REGULATIONS AND CODES OF THE CITY OF SEASIDE. CURRENT APPLICABLE CODES INCLUDE THE FOLLOWING:

THE 2019 CALIFORNIA BUILDING CODE -- TITLE 24 AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION.

- PART 1 BUILDING STANDARDS ADMINISTRATIVE CODE
- PART 2 CALIFORNIA BUILDING CODE
- PART 3 CALIFORNIA ELECTRICAL CODE
- PART 4 CALIFORNIA MECHANICAL CODE
- PART 5 CALIFORNIA PLUMBING CODE
- PART 6 CALIFORNIA ENERGY CODE
- PART 9 CALIFORNIA FIRE CODE
- PART 11 CALIFORNIA GREEN BUILDING STANDARDS CODE
- PART 12 CALIFORNIA REFERENCE STANDARDS CODE

CALIFORNIA STATE ENERGY CONSERVATION STANDARDS (TITLE 24)
THE CALIFORNIA ADMINISTRATIVE CODE, TITLE 19 (INDUSTRIAL RELATIONS, PUBLIC SAFETY)
THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, LATEST EDITION
REQUIREMENTS OF THE REGIONAL WATER QUALITY BOARD
AIR QUALITY MANAGEMENT DISTRICT REGULATIONS
AMERICANS WITH DISABILITIES ACT (ADA), TITLE II, ADAAG (APPENDIX A OF 28CFR PART 36)
ASHRAE INDOOR AIR QUALITY STANDARD 62-2004.

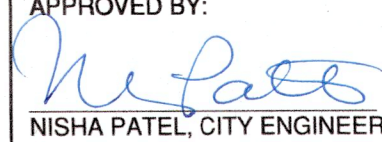
- GENERAL NOTES:**
1. ALL WORK DESCRIBED HEREIN SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT, COMPATIBILITY, AND RELATIONSHIP TO SITE, BUILDING AND / OR SYSTEM CONDITIONS. DISCREPANCIES AND UNEXPECTED CONDITIONS WHICH AFFECT OR PREVENT THE IMPLEMENTATION OF THE WORK SHALL BE BROUGHT TO THE DESIGNER'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREAS OF THE DISCREPANCY UNTIL THE ISSUE HAS BEEN RESOLVED.
 2. CONTRACTORS WHO INTEND TO PROVIDE SERVICES ON THIS PROJECT SHALL VISIT THE SITE AND MAKE THEMSELVES COMPLETELY FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMISSION OF PROPOSALS FOR THE WORK.
 3. SUBCONTRACTORS SHALL REMOVE ANY DEBRIS CREATED BY THEIR WORK AND LEAVE AREAS THEY ARE WORKING IN BROOM CLEAN CONDITION AT THE END OF EACH DAY
 4. THESE DRAWINGS, SPECIFICATIONS, IDEAS , DESIGNS AND ARRANGEMENTS REPRESENTED WITH IN THIS SET OF DOCUMENTS ARE AND SHALL REMAIN THE PROPERTY OF THE CITY OF SEASIDE AND NO PART SHALL BE COPIED, DISCLOSED TO OTHERS, OR USED IN CONNECTION WITH ANY PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN PERMISSION OF THE CITY. VISUAL CONTACT WITH THESE DOCUMENTS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.
 5. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ADOPTED PLANNING AND ZONING ORDINANCES, BUILDING CODES, AND THE REGULATIONS AND CODES OF THE CITY OF SEASIDE.
 6. THE CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES, DIMENSIONS, SETBACKS, AND EASEMENTS AND REPORT ANY DISCREPANCIES TO THE DESIGNER PRIOR TO THE START OF WORK.
 7. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH CONDITION THAT WASTES OR POLLUTANTS ARE NOT DISCHARGED TO POLLUTE THE STORM WATER. NON-STORMWATER DISCHARGES ARE PROHIBITED EXCEPT AS AUTHORIZED BY AN INDIVIDUAL NPDES PERMIT OR THE STATEWIDE GENERAL PERMIT-CONSTRUCTION. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS, WASTES FROM PAINTS, STRAINERS, SEALANTS, SOLVENTS, DETERGENTS, GLUES, LIME, PESTICIDES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES, ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS, FUELS, OILS, LUBRICANTS, HYDRAULIC, RADIATOR, OR BATTERY FLUIDS, CONCRETE AND RELATED CUTTING, FLOATABLE WASTES, WASTES FROM ENGINE/EQUIPMENT STEAM CLEANER OR CHEMICAL DEGREASING, WASTES FROM STREET CLEANING, AND SUPER-CHLORINATED POTABLE WATER FROM LINE FLUSHING AND TESTING. DURING DEMOLITION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS



- SHEET INDEX:**
1. TITLE SHEET
 2. FLOOR PLAN
 3. ELEVATIONS
 4. PHOTO ELEVATIONS
 5. PHOTO DETAILS
 6. CUT SHEETS

MICHAEL BRENNAN
10/14/21
DATE SIGNED

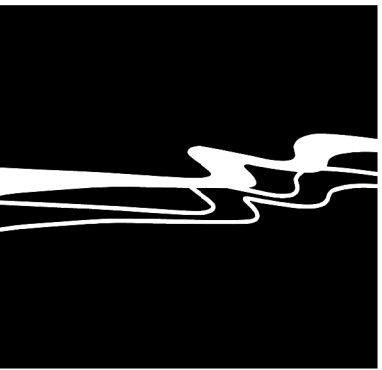
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APPROVED BY:

NISHA PATEL, CITY ENGINEER
DATE: 10/18/21



CITY OF SEASIDE
FIRE STATION UPGRADES
TITLE SHEET

JOB #: 1284-0017
DESIGNER: MGB
DRAWN BY: MGB
DATE: 10/14/21
DRAWING NO.
1 OF 6 SHEETS



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CITY OF SEASIDE
FIRE STATION UPGRADES
FLOOR PLAN

JOB #: 1284-0017
DESIGNERS: MGB
DRAWN BY: MGB
DATE: 10/14/21
DRAWING NO.

2 OF 6 SHEETS

CONSTRUCTION NOTES:

1 NEW BAY DOORS, HORMANN STEEL RANGER 9000 OR EQUAL, PER SPECIFICATION 08 33 23 13 OVERHEAD RAPID COILING DOORS. REMOVE AND DISPOSE OF EXISTING DOOR, TO INCLUDE MOTOR, TRACK AND ALL ACCESSORIES. EXISTING MOTOR ELECTRICAL OUTLETS TO REMAIN IN PLACE.

2 EXISTING ELECTRICAL PANEL

3 NEW ELECTRICAL SERVICE TO BAY DOORS, 3 PHASE 208, 20A SERVICE TO EACH BAY DOOR, INSTALL SERVICE DISCONNECT AT EACH LOCATION

4 RELOCATE WATERLINES AND ELECTRICAL CONDUITS TO ACCOMMODATE NEW BAY DOOR, REFERENCE DOOR CUT SHEET (SHEET 6) FOR DIMENSIONS AND PICTURE #3, SHEET 5

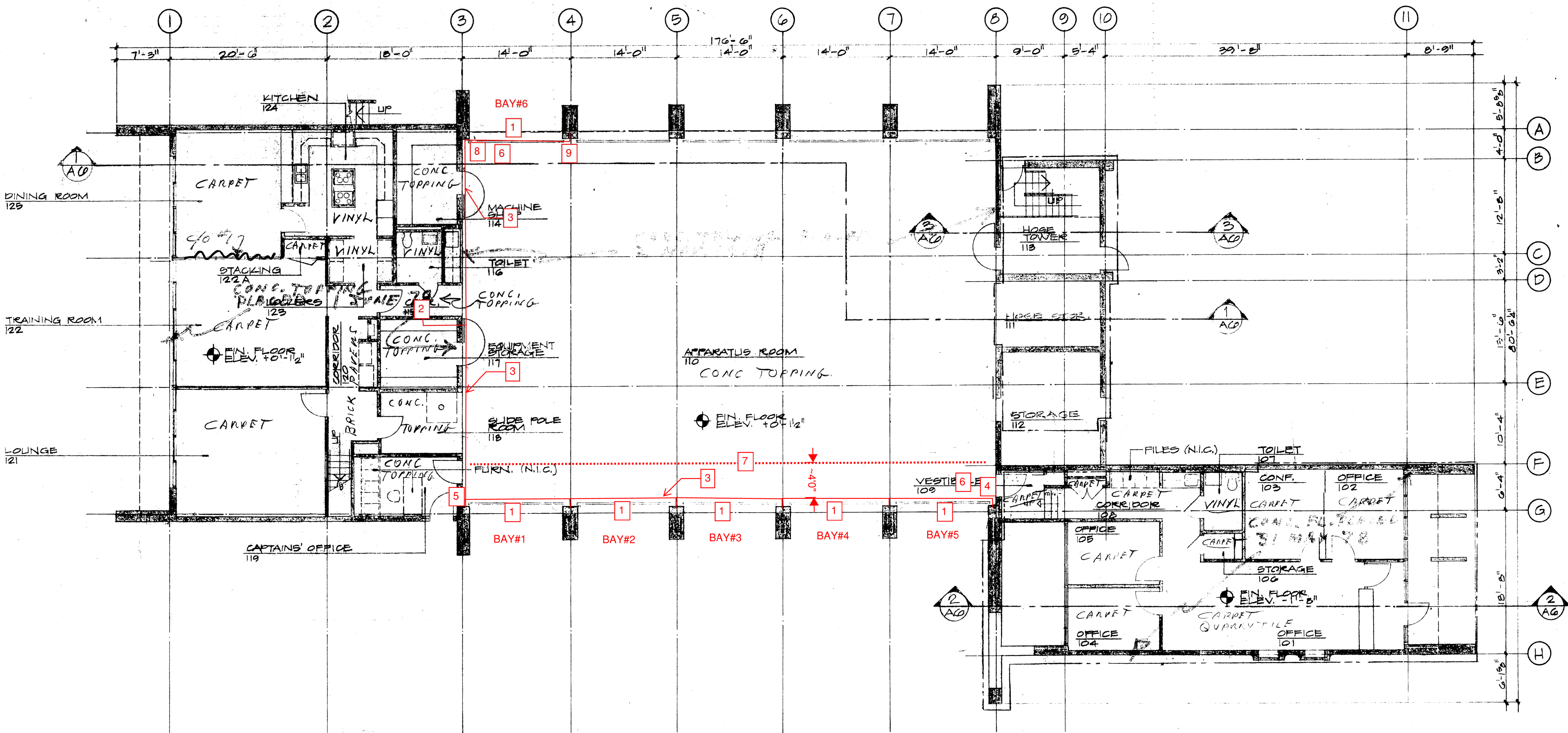
5 RELOCATE WATERLINES AND ELECTRICAL CONDUITS IN CONFLICT WITH NEW DOOR, REFERENCE DOOR CUT SHEET (PAGE 6) FOR DIMENSIONS AND PIC #1 & #2, SHEET 5

6 RELOCATE EXISTING SPEAKERS TO ACCOMMODATE NEW BAY DOOR INSTALL

7 INSTALL NEW CABLE TRAY, RELOCATE EXISTING CATV CABLING, EXHAUST SYSTEM SENSOR WIRING, AND OTHER LOOSE CABLES FROM WEST WALL TO CABLE TRAY, REFERENCE PICTURE #4, SHEET 5

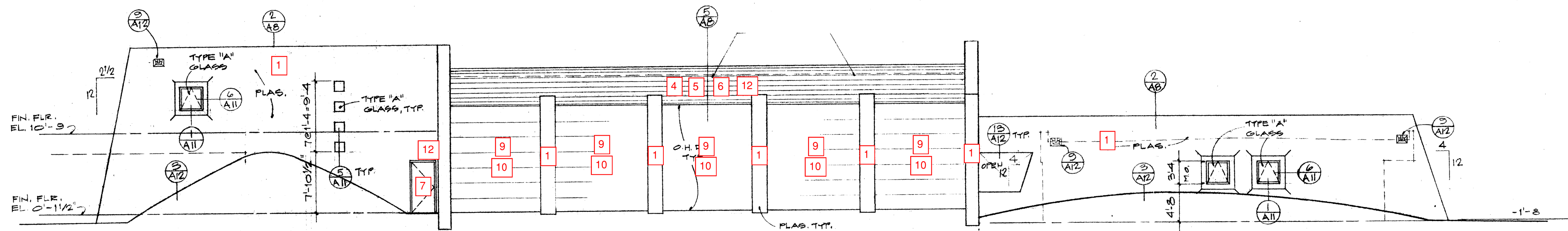
8 RELOCATED EXISTING LOUD SPEAKERS TO ACCOMMODATE NEW BAY DOOR INSTALL

9 ADJUST FIRE ALARM STROBE FIXTURE AND CONDUIT AS NEEDED TO ACCOMMODATE NEW BAY DOOR

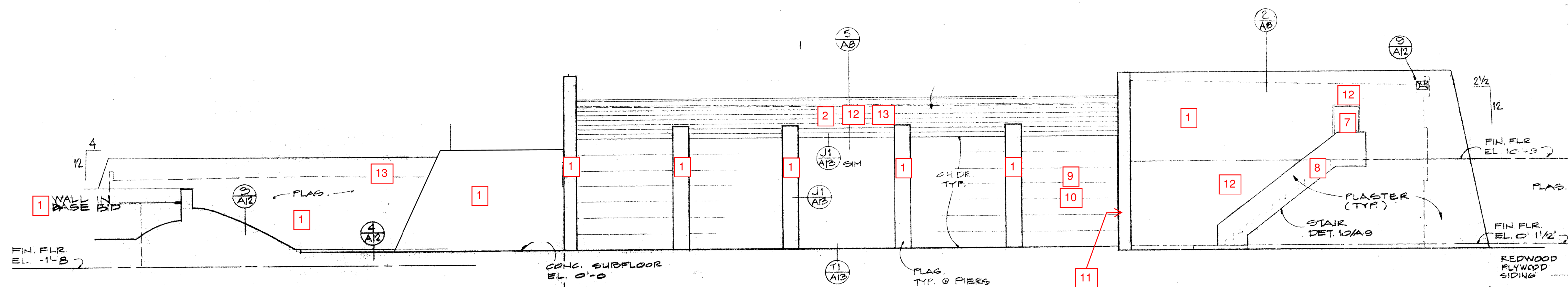


1 GROUND FLOOR PLAN

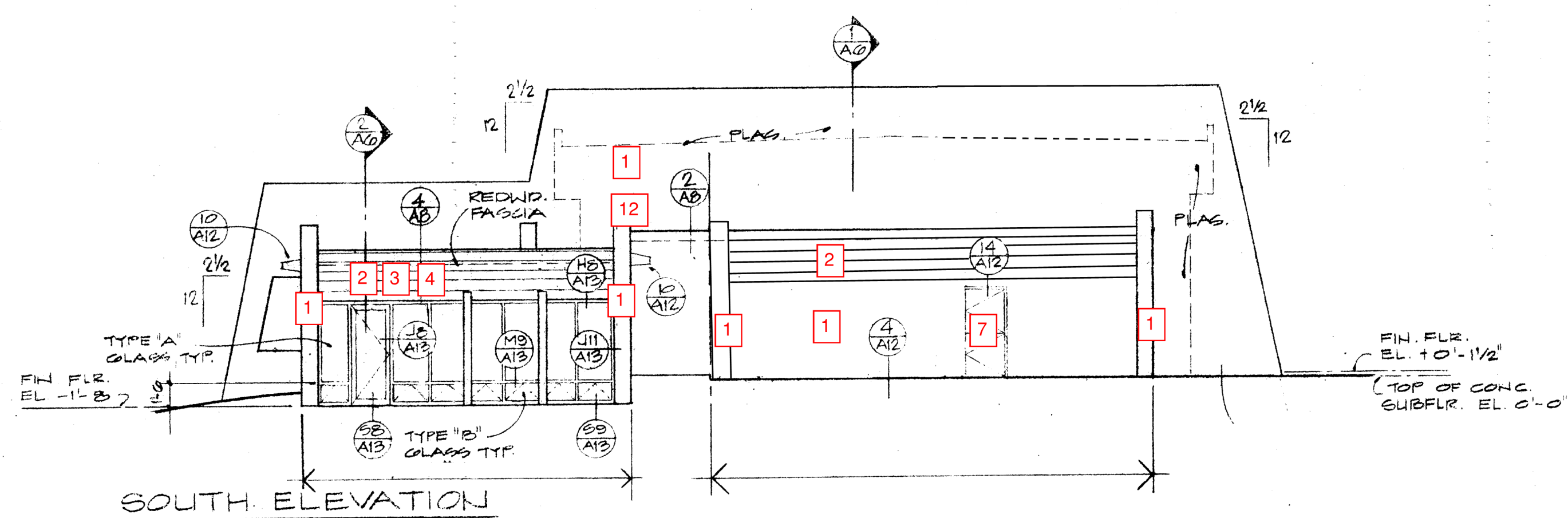




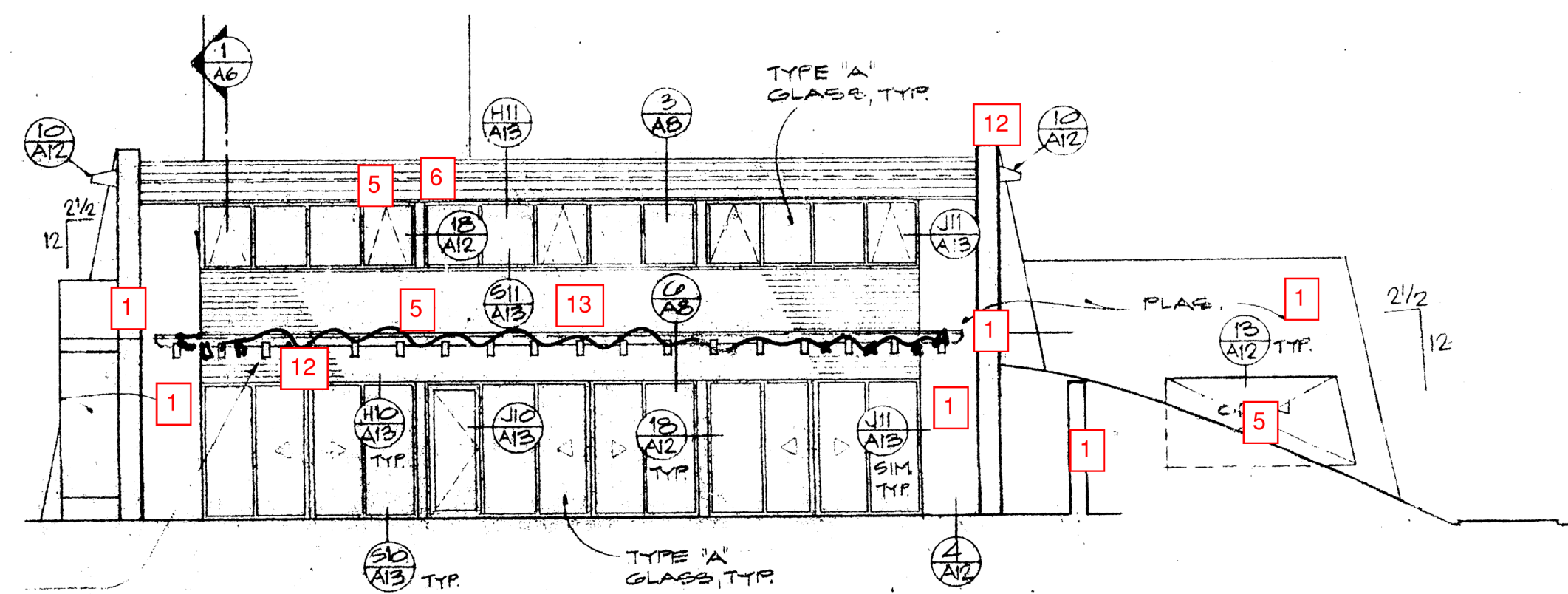
WEST ELEVATION



EAST ELEVATION



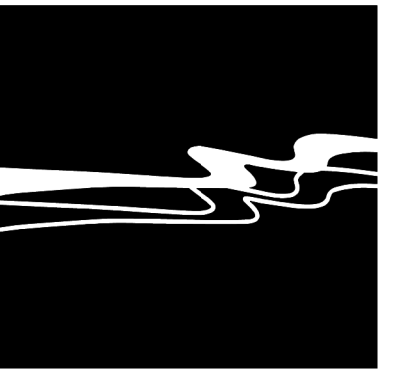
SOUTH ELEVATION



NORTH ELEVATION

CONSTRUCTION NOTES:

- 1 REMOVE/ABATE EXISTING PAINT/PLASTER, SEE SPECIFICATION 02080 ASBESTOS & LEAD PAINT ABATEMENT. FINISH : PAINT, COLOR : WHITE
- 2 REMOVE AND DISPOSE EXISTING WOOD SIDING, REPLACE WITH HARDIEPLANK LAP SIDING (OR EQUAL), CEDARMILL, 6" EXPOSURE. FINISH : PAINT, COLOR: RED
- 3 TREAT FRAMING AND STRUCTURE PER TERMINIX TERMITE REPORT PROVIDED
- 4 REMOVE AND DISPOSE EXISTING SIGNAGE, WILL BE REPLACED BY OTHER
- 5 EXISTING SIDING TO REMAIN, CLEAN, SAND, AND PREPARE FOR PAINT. FINISH : PAINT, COLOR: RED
- 6 BID ALTERNATE #1 - REMOVE AND DISPOSE OF EXISTING WOOD SIDING, REPLACE WITH HARDIEPLANK LAP SIDING (OR EQUAL), CEDARMILL, 6" EXPOSURE. FINISH : PAINT, COLOR: RED
- 7 PREP AND PAINT DOOR. FINISH : PAINT, COLOR: RED
- 8 STAIRCASE TO REMAIN, DO NOT PAINT, PROTECT IN PLACE
- 9 REMOVE AND DISPOSE OF EXISTING BAY DOOR AND ALL ASSOCIATED TRACKS, STRUCTURE, MOTOR, CONTROL, ETC., SEE NOTE #1 SHEET 2
- 10 INSTALL NEW HORMANN STEEL RANGER DOOR (OR EQUAL), SEE SPECIFICATION 08 33 23 13 AND PRODUCT INFORMATION PROVIDED, SEE NOTE #1 SHEET 2
- 11 REPLACE EXISTING KEYED BAY DOOR SWITCH WITH NEW SWITCH WITH SAME FUNCTION, KEYED TO MATCH EXISTING.
- 12 REMOVE AND REPLACE EXISTING LIGHT FIXTURE WHEN PAINT COMPLETE
- 13 REMOVE AND REPLACE EXISTING LOUD SPEAKER WHEN PAINT COMPLETE



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Michael Brennan

MICHAEL BRENNAN
10/14/21
DATE SIGNED

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CITY OF SEASIDE
FIRE STATION UPGRADES
ELEVATIONS

JOB #: 1284-0017
DESIGNERS: MGB
DRAWN BY: MGB
DATE: 10/14/21
DRAWING NO.

3 OF 6 SHEETS



WEST ELEVATION



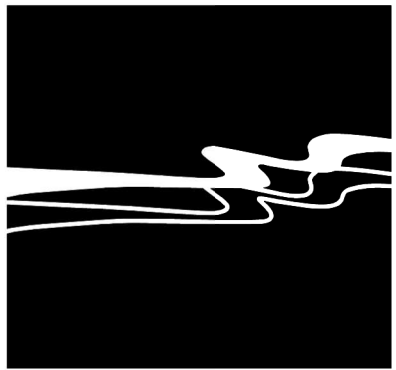
EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



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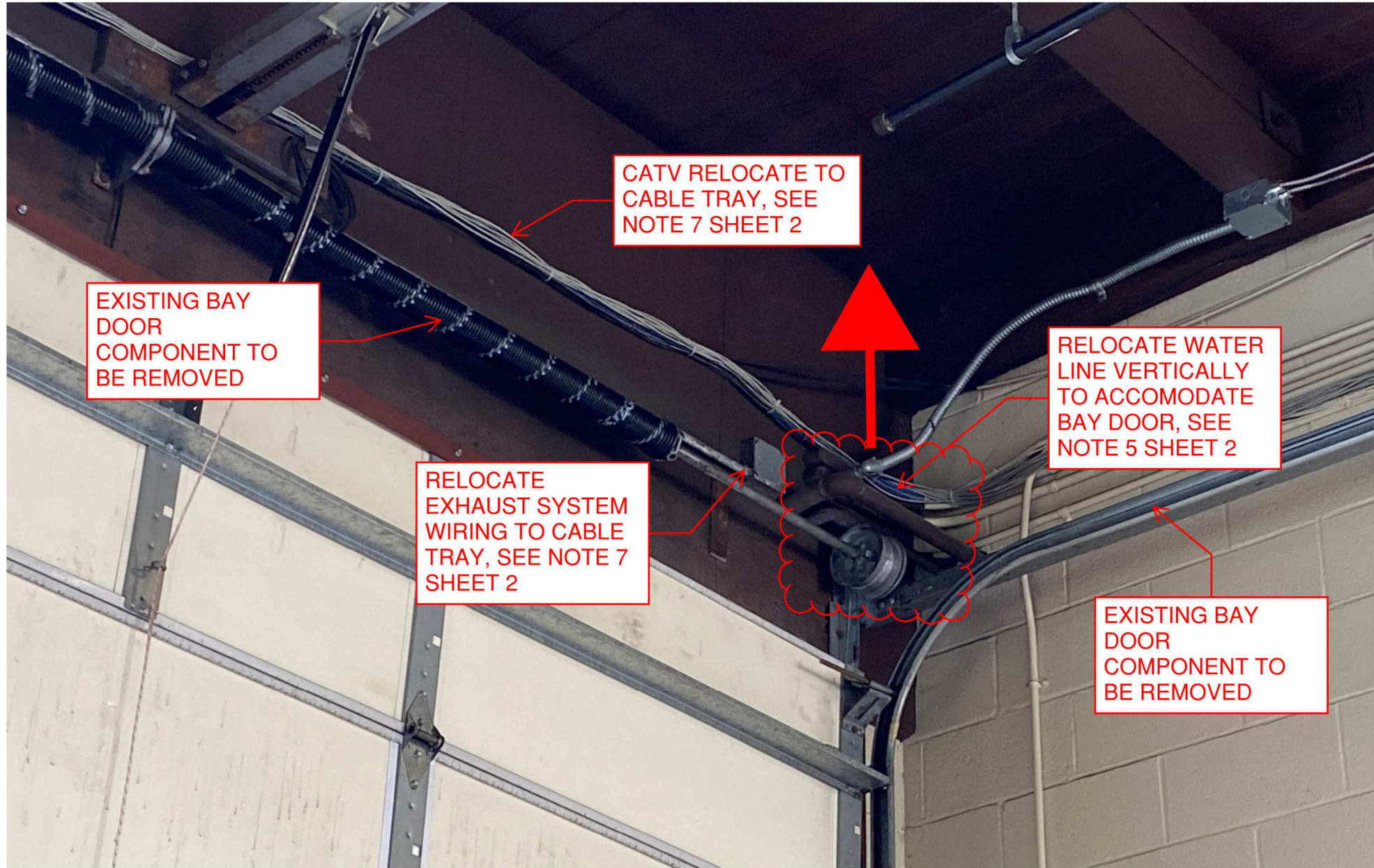
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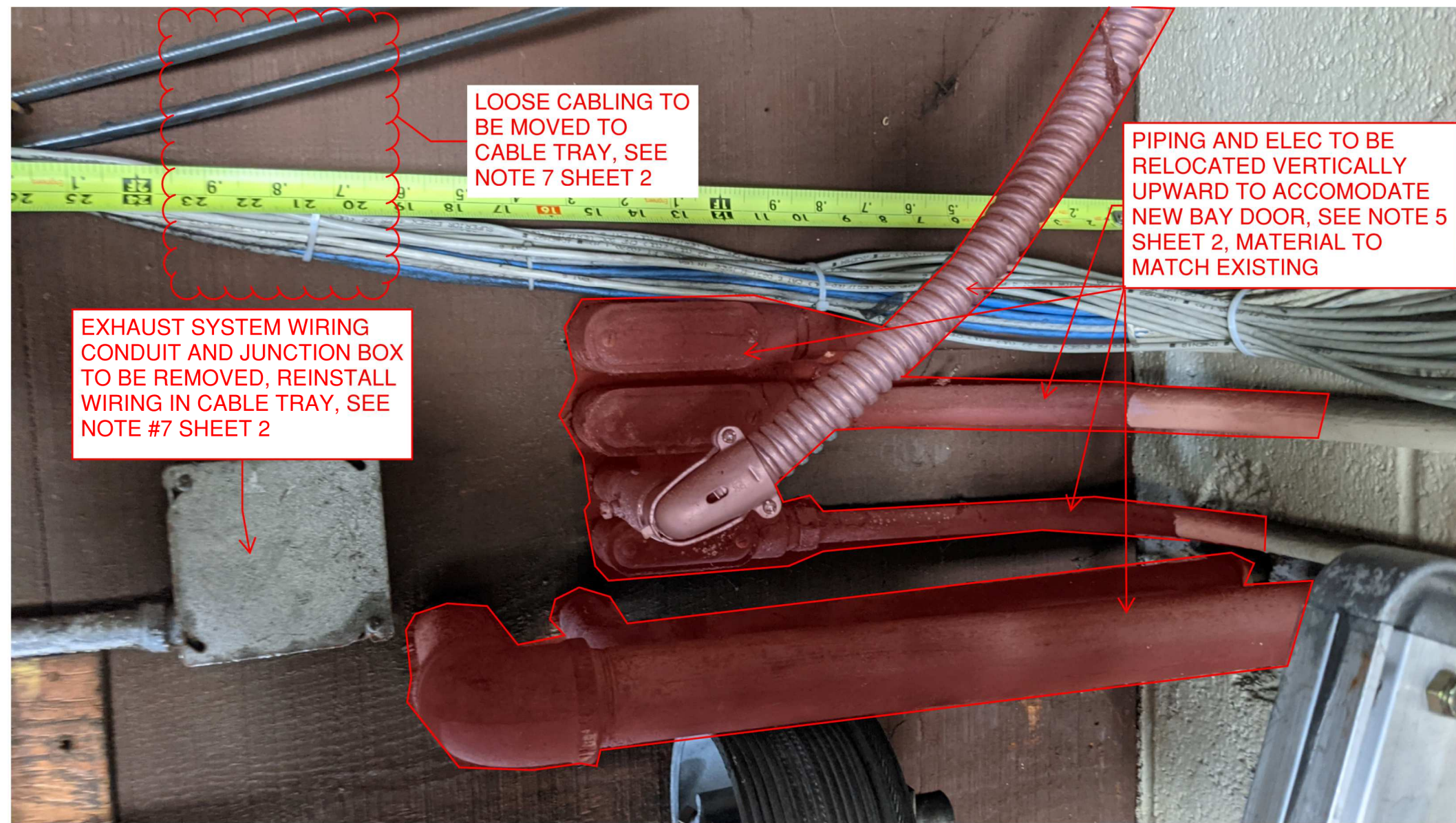
CITY OF SEASIDE
FIRE STATION UPGRADES
PHOTO ELEVATIONS

JOB #: 1284-0017
DESIGNERS: MGB
DRAWN BY: MGB
DATE: 10/14/21
DRAWING NO.

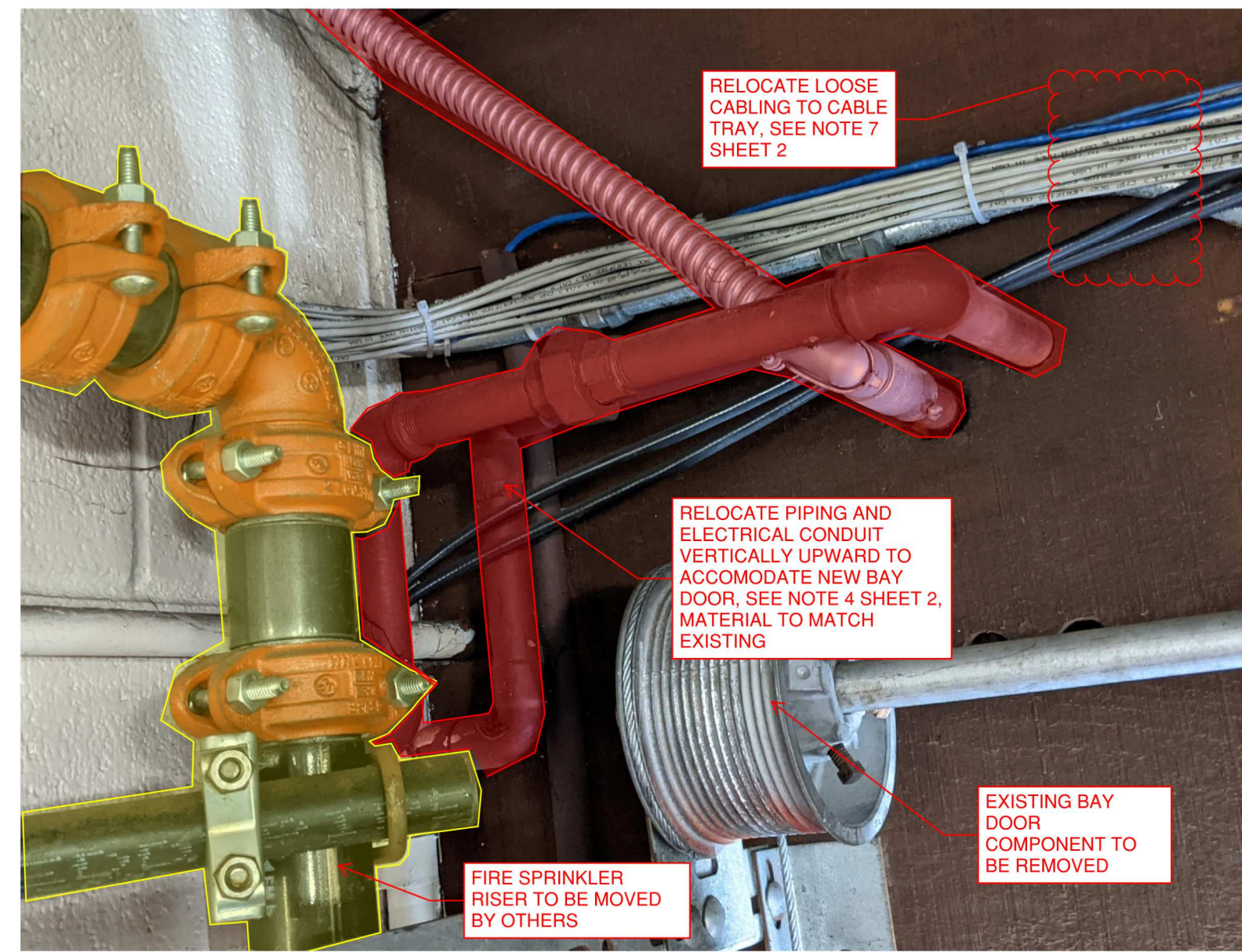
4 OF 6 SHEETS



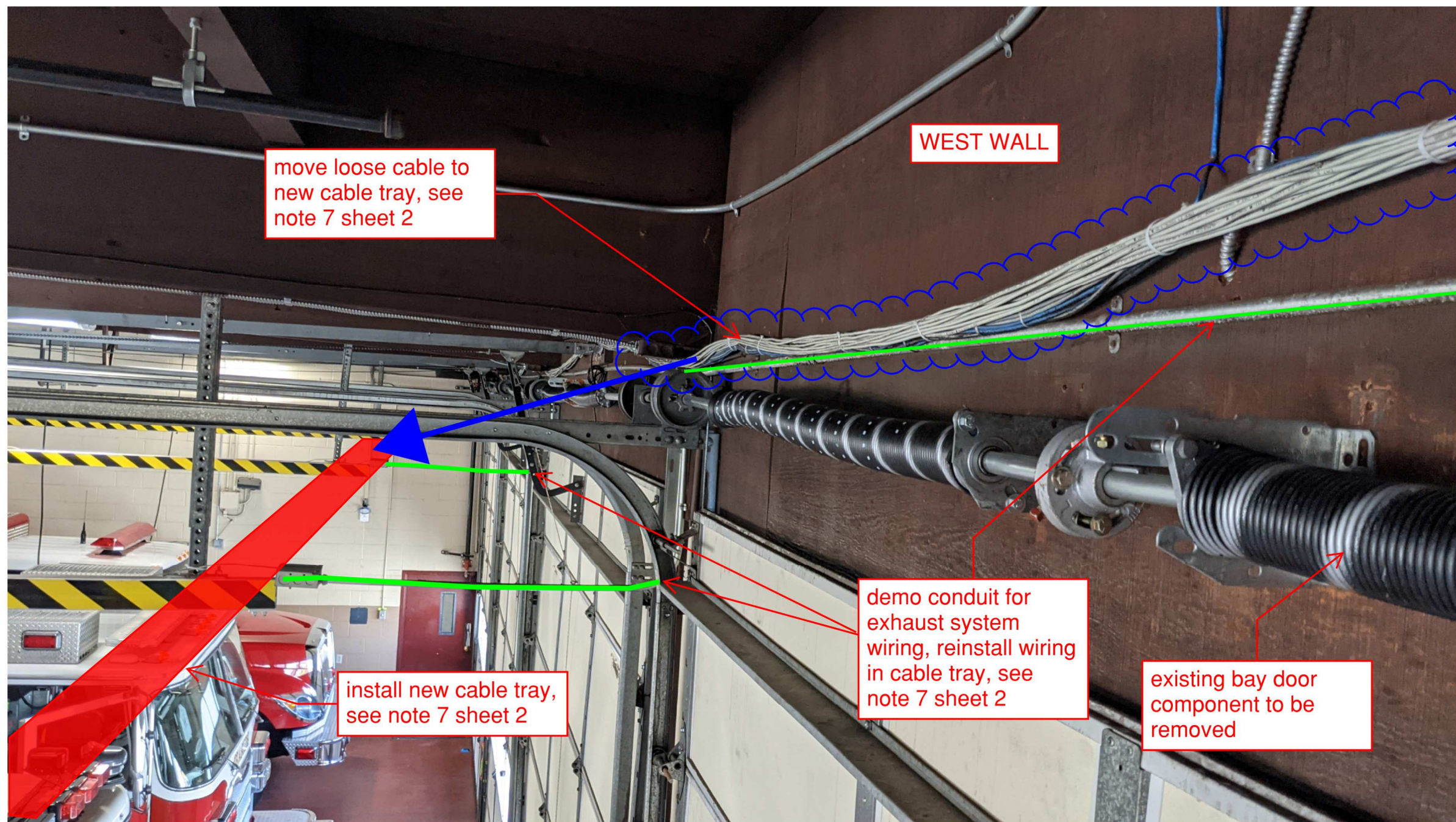
PIC #1
INTERIOR VIEW ABOVE BAY DOOR



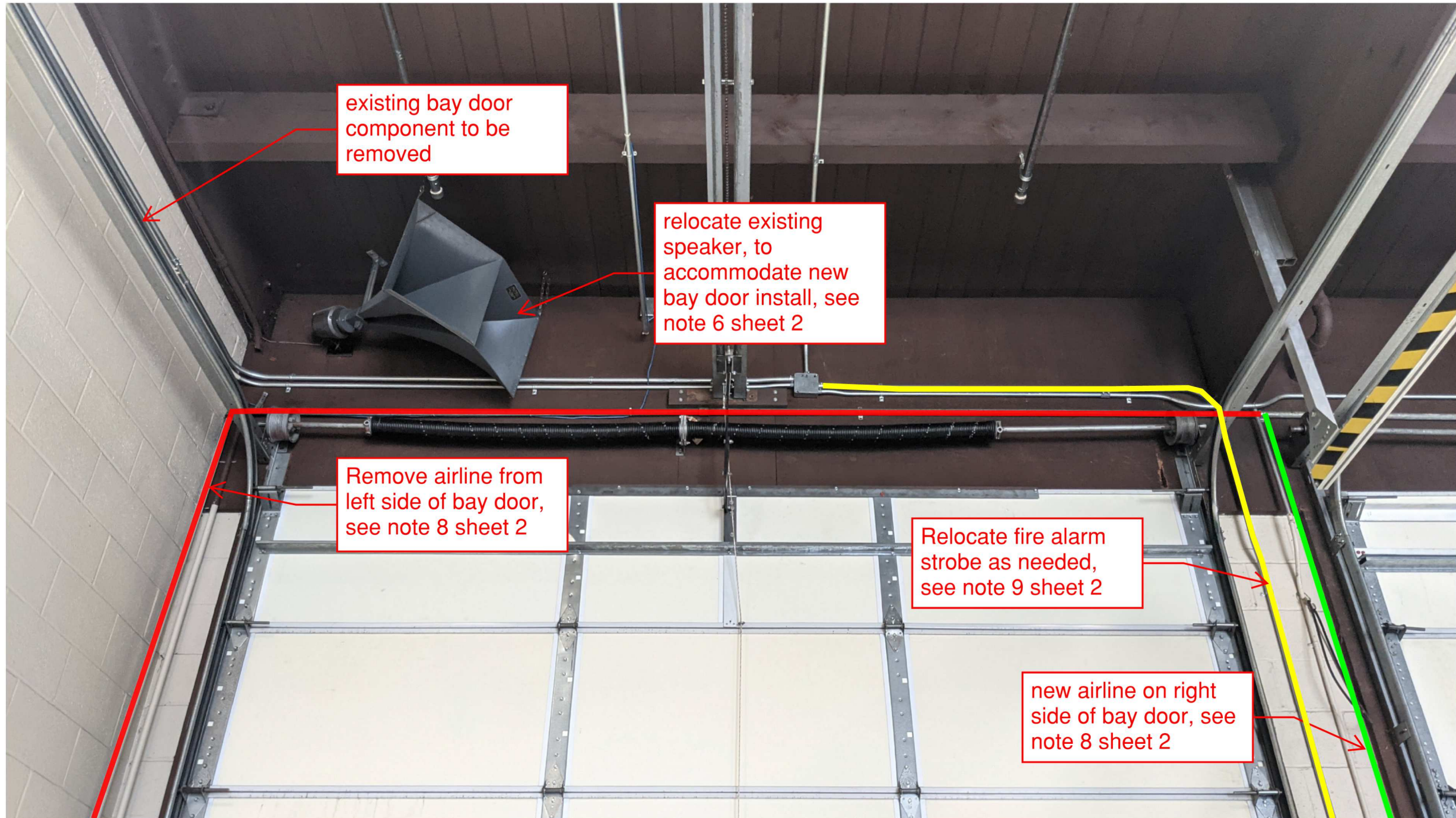
PIC #2
ENLARGED AREA OUTLINED FROM PIC #1



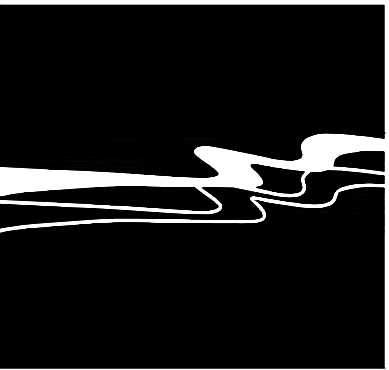
PIC #3
INTERIOR VIEW ABOVE BAY DOOR #5



PIC #4
INTERIOR VIEW LOOKING SOUTH ABOVE WEST SIDE BAY DOORS



PIC #5
INTERIOR VIEW OF BAY DOOR #6



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CITY OF SEASIDE
FIRE STATION UPGRADES
PHOTO DETAILS

JOB #: 1284-0017
DESIGNERS: MGB
DRAWN BY: MGB
DATE: 10/14/21
DRAWING NO.

October 2021

DOCUMENT 00 0101

PROJECT MANUAL
for
FIRE STATION UPGRADES
located at
1635 BROADWAY AVENUE, SEASIDE, CA

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Approved by: Nisha Patel, P.E.
City Engineer / Public Works Director

Recommended by: Michael Brennen
Wallace Group Consultant

Advertisement Date: October 21, 2021

Bid Date: November 12, 2021

DOCUMENT 00 0110

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Division	Section	Title
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END OF DOCUMENT

DOCUMENT 00 0115

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

Fire Station Upgrades dated 10/14/21

1. Title Sheet
2. Floor Plan
3. Elevations
4. Photo Elevations
5. Photo Details
6. Cut Sheets

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 **3:30 PM on November 12, 2021** for the following public work:

**CITY OF SEASIDE
FIRE STATION UPGRADES**

located at

1635 BROADWAY AVENUE, SEASIDE, CA

- 1.02 Project Description:** This project includes the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, install of new siding, removal of six existing bay doors and associated equipment, install of six new overhead bay doors with associated electrical and plumbing modifications and new paint on exterior of building.
- 1.03 Procurement of Bidding Documents:** Bidders may obtain Bidding Documents from the City's website at www.ci.seaside.ca.us.
- 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 October 28, 2021 at 1:00 pm on site at Seaside Fire Station at 1635 Broadway, Seaside, CA. Social distancing and masks will be required.
- 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 B General Building Contractors License is required of the prime contractor to bid this contract.
- 2.02 Lowest Bid Determination:** The determination of lowest bid shall be based upon:
Project will be awarded on base bid plus alternate.
- 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 Mandatory Pre-Bid Conference and Site Visit

- A. Owner will conduct mandatory Pre-Bid Site Visit 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 – Fire Station Upgrades - <<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 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.
- 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 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 10th Working 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 signed copy 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.
- F. Proof of compliance with the City of Seaside COVID 19 Vaccination Requirement Policy in the form of vaccination record or exemption.

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

MATERIALS 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 materials testing data reports for and around the Site, contract specifications, and as-built drawings
- B. There is no Geotechnical Data.
- 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. 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
- B. Owner is not responsible only for information regarding Underground Facilities owned by others.

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 00 4113**BID FORM**

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: **Fire Station Upgrades** located at **1635 Broadway, Seaside, CA 93955.**

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 00 5200 (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 00 1000 (Notice Inviting Bids), and Document 00 2113 (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.

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL				
1	Mobilization and Demobilization	1	LS						
2	Exterior Demolition and Removal/Reinstall	1	LS						
3	Asbestos and Lead Abatement	1	LS						
4	Termite Treatment	1	LS						
5	Siding and Trim	1	LS						
6	Paint	1	LS						
7	Bay Doors – Removal and Disposal	1	LS						
8	Bay Doors – Utility Modifications	1	LS						
9	Bay Doors – Supply, Install and Startup	1	LS						
	TOTAL BASE BID								
10	Add Alternative 1 – West Elevation Siding	1	LS						
	TOTAL ALT 1								
	GRAND TOTAL								
The GRAND TOTAL BID AMOUNT described in words is:									

_____ and _____/100 DOLLARS)									

NOTES:

In case of error in extension of price into the total price column, the unit price will govern.

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (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

00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (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 00 2113 (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 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
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: _____ Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal)

	(Principal)

	(Principal)

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)

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:

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 Fire Station Upgrades located at 1635 Broadway Avenue, Seaside, CA 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

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: _____

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 this individual'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

DOCUMENT 00 4513

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 B – General Building Contractor” 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 at least three (3) public works projects over the last five (5) years.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed one (1) project of a similar nature and complexity, with a contract dollar amount of at least 75% of the amount of Bidder’s Bid.
- D. Bidders must demonstrate experienced installers should be trained and authorized by the Overhead Rapid Coiling Door manufacturer to perform the work of this section.

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 00 4513.

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 00 4513 as Attachment “A”.
- B. 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 bold), 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.
- C. 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

- D. Manufacturer's certificate or verification of qualified installer for overhead coiling doors.

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 ___
6. Can Bidder comply with the City's COVID 19 Vaccination Requirement Policy? (Policy can be found in the Appendices) Yes ___ No ___

**Bidder may be disqualified if any answer to questions 1, 2, or 6 is No.
 Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.**

**PART B: 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 at least 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: _____

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

TITLE

END OF DOCUMENT

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: _____

PROJECT NO.: _____

CONTRACT FOR: The City of Seaside

Fire Station Upgrades

located at **1635 Broadway Avenue**, Seaside, California, 93955.

The Contract Sum of your contract is _____ Dollars (\$_____).

1. One (1) copy 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 **10th Working Day** following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 20__]**.
 - a. Deliver to Owner one fully executed counterparts of Document 00 5200 (Agreement). The 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.
 - f. Deliver to Owner proof of compliance with The City of Seaside Vaccination Requirement Policy in the form of vaccination record or exemptions.
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 copy of Document 00 5200 (Agreement).
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

Michael Brennan, Project Manager, (805) 431-2257. Questions regarding bonds and insurance and all other inquiries regarding the contracts should be directed to Leslie Llantero, Project Manager.

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: _____
Nisha Patel, Public Works Director/City Engineer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above notice of Award is hereby acknowledged by:

_____,
Signature

This day of _____, 2021

By: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20__], 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:

PROJECT NUMBER 344-8910-9556

**Fire Station Upgrades
located at
1635 Broadway Avenue, 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 **45 Working** Days from the Commencement Date and **10 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated <<Name Project Manager>> 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 Designer

- A. **Wallace Group** furnished the Plans and 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 **\$3,500** 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 **\$3,500** 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 3132	Material Data & Existing Conditions
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 9113	Addenda
Document 01 1100 through 01 7700	General Requirements
Document 02 080	Asbestos Abatement
Document 08 3323 13	Overhead Rapid Coiling Doors
Document 09 9113	Exterior Commercial Paints and Coatings

- 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

(Print Name)

END OF DOCUMENT

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 201__

To: _____
(Contractor)

Address: _____

CONTRACT FOR: The City of Seaside, **Fire Station Upgrades**, located at **1635 Broadway Avenue**, Seaside, California, 93955

PROJECT NO: **344-8910-9556**

AGREEMENT NO: **AGXX-XX**

You are notified that the Contract Time under the above Contract will commence to run on _____ **[202__]**. 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 _____, **[202__]** and _____, **[202__]**, respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit copy of schedule
4. **[Other]**

OWNER

By: _____

Its: _____

END OF DOCUMENT

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 includes the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, install of new siding, six new overhead bay doors and new paint on exterior of building

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 includes the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, install of new siding, six new overhead bay doors and new paint on exterior of building.

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

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

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 Agreement Number _____ entered into between Owner and Contractor for the **Fire Station Upgrades** located at **1635 Broadway Avenue**, 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:

ON BEHALF OF CONTRACTOR:

Title

Title

Name

Name

Signature

Signature

Address

Address

City/State/Zip Code

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

CONTRACTOR

Title

Title

Name

Name

Signature

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

[() -]

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 Designer					
Owner / Designer 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 << INSERT PROJECT NAME >> located at << INSERT LOCATION >>.
- 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)

DOCUMENT 00 6536

GUARANTY

TO: The City of Seaside ("Owner"), for construction of **Fire Station Upgrades** located at **1635 Broadway Avenue**, 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 two years, 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 Designer/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 Designer/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.
- B. Contractor (including Subcontractors) and their employees working on the project shall comply with the most up to date City of Seaside COVID 19 Vaccination Requirement Policy, and all local, state and federal COVID 19 vaccination policies. In the event that these policies conflict, the

more stringent shall govern. The current City of Seaside COVID 19 Vaccination Requirement Policy can be found in the Appendices. Exemption will be on a case by case basis.

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, Designers 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 Designer/Engineer's Observation Of Work

- A. Owner may engage an Designer/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Designer") to assist in administering the Work. If so engaged, Project Manager/Designer 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/Designer 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/Designer 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/Designer 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/Designer 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/Designer may recommend to Owner that it disapproves or rejects Work that Project Manager/Designer 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/Designer 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 Designer/Engineer's Exercise Of Contract Responsibilities

- A. Owner, Project Manager, Designer/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 one year 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/Designer'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 one year 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, Designer, 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 Designer 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 indemnities 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.

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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 \$2,000,000 each occurrence, \$4,000,000 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.
- 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-, VII 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 00 9113

ADDENDA

CONTRACT NUMBER 344-8910-9556

CITY OF SEASIDE

FIRE STATION UPGRADES

located at

**1635 BROADWAY AVENUE
SEASIDE, CALIFORNIA, 93955**

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **November 5, 2021**

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

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 includes upgrades to the **City of Seaside Fire Station** located at **1635 Broadway Avenue, Seaside, California, 93955.**

A. This project includes work on the building exterior, site walls and replacement of six bay doors. Exterior work includes the abatement of all exterior walls and site walls. The abatement will remove all texture, coating and paint for building exterior and site walls. Work includes removal of damaged siding and trim as noted in plans and termite report. New hardie plank siding and trim will be installed to replace damaged items. New paint will be applied to exterior of building and site walls.

Work on the bay doors includes the removal and disposal of the existing bays doors, tracks, motors and associated equipment, modifications to relocate some existing utilities, install of new electrical for new bay doors, install of bay doors and associated equipment and controls

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

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Quality Control Plan, 5) all submittals and shop drawings, 6) subcontractor's Certificate of Good Faith Effort to hire local, and 7) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

Bid Item 2 – Exterior Demolition and Removal/Reinstall

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the demolition and removals scope. This scope includes the demolition of damaged siding and trim identified in the plans and termite report (Appendix B). In general the demolition includes the removal and disposal of wood siding on the south and east elevations, trim removal includes 1x3 trim around bay doors, signage letter on the south and west elevations. There are various items on the exterior of the building that will be required to be removed and reinstalled such as speakers, light fixtures, antenna's, and other items. These items are to be removed to the extent necessary to facilitate proper abatement and painting of the building and site walls.

Bid Item 3 – Asbestos and Lead Abatement

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the abatement scope as described in specification Section 02 080. This work also includes the preparation, submittals, work plans, and disposal of all removed material per the specification and all applicable codes and laws.

Bid Item 4 – Termite Treatment

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the termite treatment as described in the provided termite report, dated 6/12/21 (Appendix B). The scope of this item includes treatment and necessary replacements as describe in item 2A of the termite report (Appendix B).

Bid Item 5 – Siding & Trim

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the install, waterproofing and trim for siding replacement. As noted in the plans and

termite report (Items# 3A,4A & 4B of Appendix B) existing siding on the east and south elevations will be removed, new Hardie Plank or equal siding will be install at these locations. This work shall include install of Tyvek paper and necessary flashing and caulking to ensure proper install and waterproofing per applicable building code sections. Any necessary trim, fascia or other elements shall be included. The existing soffit east elevation shall be replaced with 5/8" AC plywood. See provided product sheet for Hardie Plank siding, contractor to verify reveal/exposure on existing siding and match with closest exposure available per siding product data.

Bid Item 6 – Paint

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the painting scope. Refer to specification 09 91 13 Exterior Commercial Paint and Coatings. Paint scope includes primer and painting of the entire exterior of building and all exposed sides of site walls. Final product will include two colors, in general all existing white surfaces will remain a new shade of white, all brown areas will be an owner selected shade or red. Scope shall include doors, wood window frames, trim, siding, cementitious walls, flashing, vents and other misc items to include the repainting of all currently painted items. Paint scope shall include all preparation, protection, caulking and necessary work to provide consistent and uniform product. Contractor to provide owner with color samples for final color selections. Include allowance for ten 2'x2' color samples applied to building surfaces.

Bid Item 7 – Bay Doors – Removal and Disposal

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the demolition scope. This item includes the removal and disposal of six of the existing bay doors as detailed on the plans. This scope shall include the demolition of all associated tracks, motors, brackets, controls and equipment related to existing doors. Existing electrical for bay doors can remain in place, all motors are powered from outlets, any device or motor that is hardwired shall be safety terminated at nearest junction box. Refer to sections 1.07 – 1.09 of this document regarding security, access and working times for this work.

Bid Item 8 – Bay Doors – Utility Modifications

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of this scope. Refer to plans for modification to existing electrical, low voltage, speakers, and plumbing items to be relocated. Refer to product cut sheets for required dimensions and clearances. The plans reflect preliminary measurements and investigations to determine utilities to be relocated to facilitate proper install and operation of the new bay doors. Contractor is responsible to verify measurements to ensure all necessary modifications are completed for proper bay door install. Contractor is required to coordinate with door supplier to ensure install per manufacturer recommended standards for proper operation. This scope also includes the install of new dedicated circuits for each of the six new bay doors. Refer to bay doors product sheets for power requirements. Plans show diagrammatical layout for new circuits, see Sheet 2 Note 3. Contractor is responsible for determining final routing, sizing and requirements for new circuits. Each circuit shall include disconnect switch for each motor per code. All work shall comply with current building and electrical codes. City of Seaside staff has conducted preliminary assessment of electrical panel "E" and determined the necessary capacity is available for new doors. Refer to section 1.07-1.09 of this document for shutdowns and working times related to electrical work. Two shutdowns of Panel E have been anticipated. For any required shutdown of electrical panels, 72 hours notice is required to ensure critical equipment can be powered from other sources. Shutdowns can only occur between the hours of 8am – 4pm. Power must be restored at the end of the contractors work day shift. All shutdowns will occur in coordination with on duty fire department shift supervisor.

Bid Item 9 – Bay Doors – Supply, Install and Startup

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of this scope. This scope include the measurement, coordination, delivery, install and manufacturer startup required for complete and operational bay doors. The city has selected Hormann

SR9000 L as the basis of design for this project. Equal products will be considered, refer to spec section 00 6325 Substitution Request Form for alternate products. The city is looking to maximize the vision panel in the bay doors, contractor to coordinate with manufacturer to determine maximum vision panel available for door size. The framed opening for bay doors is 12' wide by 14' tall. Existing door provides clear space opening of 11'10" wide x 13'10" tall. Preliminary investigation shows that new bay doors can provide clear opening space of 11'10" wide by 13'6" tall, contractor to verify layout. Door system to be complete and operational to include doors, track, mounting hardware, motors and controls. Control system shall include one interior up/down/stop switch per door, remote opener for each door, bay door 6 shall also be connected to exterior keyed switch, and control system must provide connection and operation control to be connected to future alarm system. Door color and finish to match one of the customer selected exterior colors. Contractor to sequence demolition and install on new door in a manner that will maintain security throughout the project. The fire department is willing to make accommodation to facilitate the work. For example, trucks may be parked outside station at time when bay doors will not be operational. Open bay without closed doors must be secured at the end of each shift. Acceptable methods to secure opening include temporary plywood or chain link fence. Contractor responsible for coordination and sequencing or work with fire department staff and/or owners representative.

Bid Item 10 – Add Alternative 1 – West & North Elevation Siding Replacement.

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of this scope. Remove and dispose of existing siding and install, waterproofing and trim for siding replacement. As noted in the plans for the west elevation and upper horizontal section on north elevation. New Hardie Plank or equal siding will be install at these locations. This work shall include install of Tyvek paper and necessary flashing and caulking to ensure proper install and waterproofing per applicable building code sections. Any necessary trim, fascia or other elements shall be included. The existing soffit west elevation shall be replaced with 5/8" AC plywood. See provided product sheet for Hardie Plank siding, contractor to verify reveal/exposure on existing siding and match with closest exposure available per siding product data.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time of Completion: 45 working days from the Notice to Proceed to substantial completion, and 10 working days to final completion
- B. The Contractor shall pay to the Owner a sum of \$3,500.00 per day, for each and every work day's delay in finishing the work in excess of the number of working days prescribed above.

1.05 WORK UNDER OTHER CONTRACTS

- A. The Owner does not anticipate any work under other contracts occurring at the project site simultaneously with this project.

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. The fire station will remain occupied and operational during this project. All work on west elevation that will impact fire vehicle access to station must be coordinated 48 hours in advance. Department will make reasonable accommodations to allow contractor to complete work. For example, trucks may be parked on driveway outside of building to enable emergency response and contractor's work. Open bays must be secured at the end of contractors work shift.

1.07 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 7:00 a.m.-6:00 p.m. local time.
- 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 OCCUPANCY/UTILIZATION REQUIREMENTS

- A. The station will remain in active use throughout the project. Contactor must phase work in order to ensure department access at all times
- B. Contractor is required to provide notification of shutdowns or restricted access at weekly project meetings. Shutdowns and restricted access must be included in 3 week look ahead schedules.
- C. All work on west elevation that will impact fire vehicle access to station must be coordinated 48 hours in advance. Department will make reasonable accommodations to allow contractor to complete work. For example, trucks may be parked on driveway outside of building to enable emergency response and contractor's work.
- D. Electrical – for any required shutdown of electrical panels, 72 hours notice is required to ensure critical equipment can be powered from other sources. Shutdowns can only occur between the hours of 8am – 4pm. Power must be restored at the end of the contractors work day shift. All shutdowns will occur in coordination with on duty fire department shift supervisor.
- E. 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.
- F. 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.
- G. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- H. 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.
- I. 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.
- J. 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).
- K. 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.

- L. 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: Seaside Municipal Water System
440 Harcourt Avenue, Seaside 93955
Phone: (831) 899-6841

- A. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- B. Attention is also directed to the existence of overhead power and telephone lines.
- C. 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.
- D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
- E. 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 taxes 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. City of Seaside No Fee Building Permit
 - 2. All applicable permits required to compete abatement work per specification 02080 Asbestos & Lead Paint Abatement.
 - 3. 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).
 - 4. The local Cal/OSHA district office is located at:

Fremont District Office
39141 Civic Center Drive., Ste. 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 greater 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 Owner will charge the Contractor for the water used based on the rates specified in the FY 20-21 "Schedule of Fees and Charges", available at the Owner's website, <http://www.ci.seaside.ca.us>. 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:
Relocation of fire sprinkler riser and bracing.

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 Contract 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 Designer/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 weekly meeting will be held 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 11 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 01 3300

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
 - 2. Water Pollution Control Plan
 - 3. Spill Prevention Plan
 - 4. Manufacturer's Plans and Specifications for furnished items (see Bid Items 13 and 15)
 - 5. Tests, Certificates
 - 6. Record Drawings
 - 7. Calculations/Certifications for meeting Cal-OSHA Requirements

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 (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

- b. California Electrical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- c. California Plumbing Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- d. California Mechanical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- e. International Fire Code (2006 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. Memorial Day, last Monday in May;
 - e. Juneteenth, June 19
 - 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. 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.
41. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
42. Modification: Same as Contract Modification.
43. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
44. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.
45. Off Site: Outside geographical location of the Project.
46. Owner: Owner is defined in Document 00 5200 (Agreement).
47. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
48. Owner's Representative(s): See Document 00 5200 (Agreement).
49. 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.
50. PCBs: Polychlorinated byphenyls.
51. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).
52. 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.
53. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
54. Project: Total construction of which Work performed under Contract Documents may be whole or part.
55. 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.

56. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
57. 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.
58. Provide: Furnish and install.
59. 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.
60. 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.
61. Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
62. 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.
63. 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.
64. 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.
65. Shown: As indicated on Drawings.
66. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
67. 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.
68. Specified: As written in Specifications.
69. 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.
70. 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.

71. 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.
72. 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.
73. 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.
74. 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).
75. 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 one year 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

TECHNICAL SPECIFICATIONS



**TECHNICAL SPECIFICATIONS
FOR ASBESTOS ABATEMENT
FOR THE SEASIDE FIRE STATION UPGRADE
LOCATED AT
1635 BROADWAY AVENUE IN SEASIDE, CALIFORNIA**

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Prepared By:

A handwritten signature in black ink, appearing to read 'Gatward', is written over a light blue circular background.

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California Certified Asbestos Consultant No. 92-0216**

September 22, 2021

Project Number 21469.0 Task 1

DISCLAIMER AND COPYRIGHT NOTICE

These technical specifications were prepared by M³ Environmental LLC (M³) under contract to the Owner's representative. No warranties expressed or implied, are made by M³ about the use of any information, apparatus, product, or process disclosed in this project manual. Although reasonable efforts have been used to ensure correctness, the Abatement Contractor should bring any discrepancies to the immediate attention of the Owner and M³.

The specifications contained herein are developed for use by **the City of Seaside and Wallace Group, 612 Clarion Court, San Luis Obispo, California.**

This project manual is provided for the sole purposes of: (i) bidding on the project work as outlined herein; and (ii) completing the work described herein by the successful bidder. Unauthorized use of this manual by bidders, or transfer of information/or specification contained herein to others by bidders shall be considered a violation of the bidder's license. The use of this document by unauthorized personnel for bidding of this project is strictly prohibited. Violators shall be dealt with to the full extent of the law.

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**SECTION 02080
ASBESTOS & LEAD PAINT ABATEMENT**

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SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY ASBESTOS & LEAD PAINT ABATEMENT SPECIFICATIONS

- A. **Other Work.** The Work described in these Asbestos & Lead Paint Abatement Specifications is in addition to any other future planned work such as renovation.

Work included - Base Bid: The Abatement Contractor shall be knowledgeable of the conditions for the project and is responsible for verifying the quantities and locations of all the work to be performed as outlined in this document, as indicated on the architectural contract drawings and as directed by the Owner's Representatives. Failure to do so shall not relieve the Abatement Contractor of his obligation to provide all materials and labor necessary to carry out the provisions of the Contract. The Abatement Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of asbestos-containing material [ACM]) which is specified, shown, or reasonably implied for the following abatement activities

Note: Quantities of materials to be removed have not been determined and will be outlined on architectural plans (not included).

A.1 City of Seaside Fire Department, 1635 Broadway Avenue, Seaside - Exterior

A.1.1 - Asbestos

1. The removal and disposal of the following **ACM**, including any existing debris.

M³ Project No.	Material No.	Description	Location	NESHAP Category*	Asbestos Content
20451.0	1	Texture on concrete walls	Throughout exterior of building and perimeter walls	RACM	8-10%

- B. **Air Monitoring.** The Owner's on-site representative may conduct daily work area monitoring and final air monitoring.

- C. **Schedule of Work.** Detailed scheduling requirements shall be coordinated with and approved by the Owner prior to the start of work. Detailed project schedule, including the sequence and phasing of activities, shall be established in conjunction with all trades participating in the project.

D. Contractor's Duties

- Except as specifically noted, provide and pay for: labor, materials, and equipment tools, construction equipment, and machinery, other facilities and services necessary for proper execution and completion of work.
- Pay legally required sales, consumer, use, payroll, privilege, and other taxes.
- Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of bids:

Permits
Government Fees
Licenses

4. Give required notices to local, state, and federal agencies.
5. Comply with all applicable codes, ordinance, rules, regulations, orders, and other legal requirements of local, state and federal agencies (e.g., City of Seaside, Monterey Bay Air Resources District, EPA, Cal/OSHA, and OSHA). Where conflicts occur between these specifications and/or the above-mentioned regulations, the more stringent shall govern.
6. Enforce strict discipline and good order among employees. Do not employ on the project untrained or unqualified persons.
7. Comply with all applicable federal, state, and local laws regarding job discrimination.
8. The use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the Abatement Contractor.
9. Assume responsibility for the proper and safe execution of the work.

E. Coordination: The Contractor shall be responsible for the coordination of all HazMat Work with all Remodel Work.

1.2 WORK NOT INCLUDED IN THE CONTRACT DOCUMENTS

A. Replacement of removed materials and systems. Replacement of removed materials and systems is not part of the HazMat Work.

B. Removal of non-hazardous materials and systems

Non-Asbestos Materials

M ³ Project No.	Material No.	Description	Location	Asbestos Content
21215.0.0	1	Window caulk	Exterior walls	ND

Non-Lead

M ³ Project No.	Sample No.	Color	Substrate	Component	Lead Content (wt%)
21215.0	L1	Clear	Concrete	Window caulk	BRL
21215.0	L2	Brown	Wood	Exterior facade	BRL
21215.0	L3	Brown	Wood	Exterior façade trim	BRL
20451.0	L1	White	Concrete texture	Exterior wall	BRL

1.3 DEMOLITION MATERIALS (RECYLING)

- a. Demolition Materials Categories. All demolished materials/equipment shall be separated by the Contractor into three (3) categories: (i) concrete and concrete type materials; (ii) steel and other metals; and (ii) general trash.

1.4 EXISTING CONDITIONS

- A. Existing conditions are reflected correctly to the best of M³'s and the Owner's knowledge. Should minor conditions be encountered which are not exactly as indicated, modification to new work shall be made as required at no additional expense to the building owner.
- B. Results of tests of hazardous materials are included in these contract documents. The Abatement Contractor is cautioned that, should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those

interpretations, opinions, and conclusions will be those made, formed, and drawn solely by the Abatement Contractor.

- C. The Abatement Contractor is advised that the locations of all hazardous materials may not be clearly known and that he shall proceed with caution in all phases of the work. ACM may be uncovered during the course of the work and the Abatement Contractor may be directed by the Owner to include this material in the work at an agreed upon price.

1.5 PHASING

- A. The Owner will relinquish to the Abatement Contractor the abatement areas for the duration of the project.

1.6 STORAGE

- A. Limited storage space may be provided by the Owner.

1.7 BUILDING OCCUPANCY AND ACCESS RESTRICTIONS

- A. The building will be occupied for the duration of the project.
- B. The Abatement Contractor's employees will be confined to the work area in which work is being performed for the duration of their shift. Sufficient space for the taking of breaks and lunch will be designated by the Owner. No smoking will be permitted on the premises (Building or Grounds).

1.8 WORKING DAYS AND HOURS

- A. Schedule

The Contractor shall prepare a construction schedule that for all of the Work, including the Work indicated in the architectural drawings and specifications as well as the Work indicated in these HazMat Specifications, which indicate the required dates for completing hazardous materials abatement activities. The Abatement Contractor shall be responsible for compliance with the schedule. The Contractor shall be liable to the Owner for delays or other impacts of the failure of the Abatement Contractor to comply with the construction schedule.

1.9 PARKING

- A. Limited parking will be available on the property.

1.10 BUILDING SECURITY

- A. Maintain personnel on the site at all times when any portion of the work area(s), is open or not properly secured including at hazardous waste transport vehicle. Secure work areas completely at the end of each working day. The Contractor is responsible for security at the Site at all times during the Work; no adjustment of the Contract Time or Contract Price will be allowed for lost, stolen, damaged or destroyed materials, tools, equipment and related items.

1.11 SEGREGATION OF WORK AREAS

- A. Segregate work areas where work under these HazMat Specifications is being performed from the surrounding occupied or unoccupied areas.

1.12 OBSERVATIONS

- A. An air monitoring and observation service may observe the status and progress of the work for completeness and general compliance with the requirements of the contract documents. See Abatement Observation Service Section for further information.

1.13 SIGN-IN/OUT LOG

- A. All of the Abatement Contractor's personnel and project site visitors shall sign-in/out on a daily basis for the duration of this portion of the project.

1.14 UTILITIES

- A. Electrical power and water to the building will not be disabled. The Abatement Contractor will have access to power and water during abatement activities.

1.15 SALVAGEABLE MATERIALS

- A. Consider all asbestos materials and contaminated items demolished or removed in the execution of the work unsalvageable unless specifically noted otherwise in these specifications.

1.16 WORK BY OTHERS

- A. Coordinate and schedule the work of these specifications in a manner that will expedite the transition to future work by others under this contract.
- B. Work by others includes, but is not necessarily limited to the following:
 - 1. Building renovation.

1.17 HVAC AND ELECTRICAL SYSTEM

- A. HVAC and electrical systems may not have been disabled at the site. Shut down execution or improper execution by the Owner does not relieve the Contractor of his responsibility to protect his employees, employees of Subcontractors, the public and others performing services on the project from injury or electrical hazards. The Contractor shall be responsible for performing testing, inspecting and the taking of other precautions to ensure the safety persons and property in and about the Site.

1.18 ABATEMENT CONTRACTOR USE OF SITE

- A. The Contractor shall coordinate use of the Site by the Abatement Contractor and other contractors engaged in the Work. Abatement Contractor shall agree to abide by the Owner's determination as to concurrent use or priority of access and to perform its work in compliance with the Owner's resolution at no additional cost to the Owner.
- B. USE OF THE SITE: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
 - 1. Keep existing driveways and entrances serving the premises clear and available to the Owner and its employees at all times. Do not use these areas for parking or storage of materials.

2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to areas acceptable to the Owner. If additional storage is necessary, obtain and pay for such storage off-site.
 3. Do not load structure with weight that will endanger structure.
 4. Assume full responsibility for protection and safekeeping of products stored on premises.
 5. Move any stored products that interfere with operations of the Owner or other Abatement Contractors.
 6. Take all cautions necessary to ensure there is no hazardous materials contamination to those areas not included in work schedule. Should areas outside the work area become contaminated with hazardous material containing materials, the Abatement Contractor shall immediately inform the Owner's Representative and proceed to clean the areas as directed by the Owner's Representative utilizing the wet cleaning and High Efficiency Particulate Air (HEPA) vacuum methods specified herein.
- C. ABATEMENT CONTRACTOR'S USE OF THE EXISTING BUILDING: Maintain the existing building in a safe condition throughout the construction period. Take all precautions necessary to protect the building and its occupants during the construction period.
1. Keep public areas such as hallways, stairs, and toilet rooms free from accumulation of waste material, rubbish or construction debris.
 2. Smoking will not be permitted within the project area or any other location within the building.
- D. SECURITY: Comply with standard the Owner security requirements. All Abatement Contractor's personnel must wear or maintain required identification when on site.

1.19 OWNER OCCUPANCY:

- A. OWNER OCCUPANCY: The building will be occupied during the abatement project. The Owner reserves the right to place and install equipment as necessary in areas of the building in which all abatement and project decontamination procedures have been completed, and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work.

1.20 APPLICABILITY OF ALL SECTIONS OF SPECIFICATIONS:

- A. All sections of the project manual are interdependent and applicable to the Project as a whole.

1.21 DIVISION OF SPECIFICATIONS:

- A. The specifications are divided for convenience into sections as set forth in the Contents. The actual limitation of work in the various trades and/or sections of the specifications are the responsibility of the Abatement Contractor.

1.22 EXAMINATION OF THE SITE AND VERIFICATION OF CONDITIONS:

- A. Abatement Contractor shall examine the site and become acquainted with the conditions under which the work is to be carried out. Upon submitting Abatement Contractor's bid, Abatement Contractor shall be held to have made such examination, and no allowance for extras will be allowed for any error or oversight resulting from Abatement Contractor's unfamiliarity with the site or existing conditions. Abatement Contractor shall obtain accurate field dimensions of all related areas, spaces, openings, levels, and items of adjacent work and, before commencing work, report to the Owner and/or owner's

representative in writing all discrepancies between the Contract Documents and the actual field conditions.

1.23 OWNER RULES

- A. The Abatement Contractor shall abide by all facility security rules and regulations.

1.24 DEFINITIONS

- A. HazMat Work. The term “HazMat Work” refers to all of the work and other requirements set forth in these HazMat Specifications.
- B. Remodel Work. The term “Remodel Work” refers to all of the work and other requirements set forth in the architectural drawings and specifications for the renovation.
- C. Work or Project. References to the “Work” or the “Project” shall mean the HazMat Work and the Remodel Work.
- D. Contractor. The term “Contractor” refers to the Contractor awarded the Contract by the Owner for the Project.
- E. Abatement Contractor. The term “Abatement Contractor” is used for convenience of reference to the contractor(s) duly licensed, certified and qualified to complete the HazMat Work. Notwithstanding description herein of any HazMat Work to be completed by the Abatement Contractor, all HazMat Work is the responsibility of the Contractor.
- F. Owner. The term “Owner” refers to the City of Seaside (City).
- G. Owner's Representative and/or Observation Service refers to the City's Construction Management Company and hazardous materials abatement consultant/observation service.

END OF SECTION

SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Make submittals required by these specifications and revise and resubmit as necessary to establish compliance with the specified requirements. **Submit documents listed in this section item 2.4 "Submittals and Notifications".**
- B. Related Work:
 - 1. Individual requirements for submittals also may be described in pertinent sections of these HazMat Specifications.
- C. Work not included:
 - 1. The Contractor may require the Abatement Contractor to provide drawings, setting diagrams, and similar information to help coordinate the work, but such data shall remain between the Abatement Contractor and the Contractor.

1.2 QUALITY ASSURANCE

- A. Contractor Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

NOTE: Some materials or equipment specified cannot be substituted. These materials or equipment will be followed by the statement "no substitution will be considered." The Owner shall have final determination on approval or rejection of substitutions.

- 2. The following products do not require further approval except for interface with the work:
 - a. Products specified by reference to standard specifications such as ASTM and similar standards.
 - 3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this work by the Owner.
- C. "Or equal":
 - 1. Where the phrase "or equal," or "or equal as approved by the Owner occurs in these specifications, do not assume that the materials, equipment, or methods will be approved as "equal" unless the item has been specifically so approved for this work.
 - 2. Decisions of the Owner shall be final.

1.3 SUBMITTALS

- A. Make submittals of shop drawings, samples, substitution requests, and other items under the provisions of these specifications.

PART 2 - EXECUTION

2.1 IDENTIFICATION OF SUBMITTALS

- A. When material is re-submitted for any reason, send under a new letter of transmittal.
- B. Accompany submittal package with a letter of transmittal on Contractor's letterhead showing all information required for identification and checking. Submittal packages must be sent to the Project Architect for initial review and further dissemination.
- C. Maintain an accurate submittal log for the duration of the work, showing current status of all submittals at all times. Make the log available to the Owner and M³ for review upon request.

2.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to ensure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the contract.
 - 2. The Contractor is liable for delays resulting from rejected submittals.

2.3 TIMING OF SUBMITTALS

- A. Make submittals far enough before scheduled dates or abatement to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- B. In scheduling, allow at **least 10 working days prior to the prestart meeting** for review of the submittals.

2.4 SUBMITTALS AND NOTIFICATIONS

No work will be allowed to start until these documents have been submitted to reviewed and approved in writing by the Observation Service.

- A. **Personnel Training:** Abatement Contractor shall submit for review (1) declaration certifying that all Abatement Contractor's employees have been adequately trained, and (2) a photocopy of training certificates for each employee from their respective training agency or organization. Abatement Contractor may submit a photocopy of the employee's worker certification card in lieu of training certificates. Distinguish between full-time personnel and pick up labor.
- B. **Respirators:** Submit for review manufacturer's certification that the respirators to be used in this project comply with government agency requirements. Abatement Contractor's certifications for each employee must clearly state that each employee has been fit tested and properly trained in the use of respirators.

- C. Medical Examinations:** Submit proof that all persons who will be entering contaminated areas have current (less than one year prior to the date of their participation on the project) medical examinations in accordance with the appropriate Cal/OSHA standard. Furnish physician's interpretation of said examinations to the observation service.
- D. Abatement Product Data:** Within five days after the Abatement Contractor has received Owner notice of award, submit manufacturer's catalogue, samples, safety data sheets (SDS), and other items needed to demonstrate fully the quality of the proposed abatement materials. Under no circumstances shall proposed materials be used before written approval from the Owner or the observation service. Submittals are required if the following materials are proposed (not necessarily a complete list.) Do not submit data on products not proposed for the HazMat Work:
1. Encapsulant
 2. Surfactant
 3. Polyethylene Sheeting
 4. Lagging Adhesive
 5. Glovebags
 6. Solvents
 7. Mastic Removers
 8. Spray Glue
- E. Waste Transportation:** Submit for review the method of transport of hazardous waste, including the name, address, EPA ID number, and telephone number of the transporter(s). Include a copy of the hazardous waste hauler registration with the California Department of Toxic Substances Control (DTSC).
- F. Hazardous Waste Disposal Facility:** Submit for approval the name, address, EPA ID number, and telephone number of the hazardous waste disposal facility(s) to be used. Include copy of letter of approval from the California Regional Water Quality Control Board for the disposal facility for asbestos.
- G. HazMat Work Plan:** Submit for approval a detailed plan of the work procedures to be used in the removal, repair, clean-up or encapsulation of ACM.

The plan must be approved in writing by the observation service before the start of any work. Such a plan shall include:

1. Project Work Area Drawings: Show on Abatement Contractor-developed drawings or sketch (not to scale) any changes to the (proposal submitted) floor plans and drawings, delineating the containment areas (individually numbered), the pressure differential system including the locations and quantity of negative air pressure equipment, the location of all fire extinguishers, view ports, decontamination chambers, entrances, and emergency exits, from the work areas. Show the location and construction of storage facilities and field office and security provisions in and around the premises.
2. Layout and construction details of decontamination enclosure systems. Include a sketch. Methods of providing hot and cold running water for showers in the work decontamination enclosure system.
3. Project schedule including important milestones (onsite mobilization, work area preparation, asbestos-containing material removal, ACM waste bag out, detail cleaning/surface decontamination, final clearance evaluation, completion date, etc.) critical paths and interface of trades involved in the Work.
4. Manpower estimate by work shift.

5. Schedule for waste removal.
6. Requirements for material handling and or installation of large equipment (e.g. elevator access).
7. Procedures for isolating the ventilation system.
8. Proposed method of sealing openings to the inside of column casings, wall spaces, or other openings.
9. Quantity, type, and locations of HEPA filter equipped exhaust ventilation units and means of continually measuring and recording differential static pressure between the inside and outside of the containment. Include negative air equipment calculations.
10. **REQUIRED:** Current dioctyl phthalate (DOP) or other aerosol challenge test certificates for HEPA filter-equipped negative pressure exhaust ventilation units and vacuum cleaners. Equipment must be clean when brought to the site. The observation will inspect equipment for cleanliness and may reject if visible debris or damage is noted.
11. Asbestos removal methods and procedures.
12. Procedures for decontamination of personnel, work areas, and equipment.
13. Procedures for final decontamination of work area and cleanup.
14. Procedures for handling waste disposal, and location of proposed disposal site.
15. Personal air monitoring procedures.
16. Names of superintendent, foremen, project manager and other key personnel, and their day time and emergency telephone numbers.
17. A contingency plan, in the event of a major contamination incident caused by fire (on or off the floor being abated), a large breach in the work area containment barrier, the opening of stairwell doors, breakage of the building's exterior windows or sabotage. Such a plan will focus on how to maintain safety and order when the building is fully occupied by office employees and other building users.

H. Abatement Contractor's Site Specific Health and Safety Plan: Submit for approval a detailed plan addressing health and safety elements of project work, including but not limited to:

1. General health and safety.
2. Worker training related to health and safety issues.
3. Personnel protective measures, including respiratory protective equipment, protective clothing, head, eye, hand, foot protection, and fall protection.
4. Procedures for working around wall spaces and other ceiling openings.
5. Procedures for demarcating and guarding wall space and other ceiling openings.
6. Procedures for lockout/tagout of electrical and mechanical systems.

7. Electrical safety issues.
 8. Air monitoring strategy to evaluate Abatement Contractors employees' personal exposures to asbestos and as applicable, any other chemical materials that are used.
 9. Fire prevention and protection plan.
 10. Procedures for dealing with heat stress.
 11. Emergency procedures (including, but not limited to, medical, fire, toxic atmospheres, electrical hazards, evacuation, cleanup of unintended release, power outages).
 12. Firewatch Plan including any sketches necessary to clearly describe the plan.
 13. Schedule for regular meeting to discuss safety/health issues.
- I. Equipment Certification:** Submittals to include manufacturers' certification that vacuums, negative air pressure equipment filters, and other local exhaust ventilation equipment conform to ANSI Z9.2-1979.
- J. Rental Equipment:** When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment shall be signed by the rental company and submitted to the observation service.
- K. Notifications:** The Contractor and Abatement Contractor shall be fully responsible for notifications of federal state, and local authorities, and for obtaining necessary permits in accordance with applicable regulations including, but not limited to the following:
- Notifying the Monterey Bay Air Resources District (MBARD) in writing at least 10 working days prior to commencement of regulated asbestos related activities.
 - Notifying the nearest Cal/OSHA office at least 24 hours prior to any asbestos related work.
 - Obtaining any city permits required for asbestos abatement or construction activities.

All notifications shall contain as a minimum the following information:

1. Name, address and telephone number of the Owner including the contact person.
2. Name, address, EPA numbers, license number and telephone number of the Abatement Contractor including the contact person.
3. Name, address and description of the building, including size, age, and prior use of building.
4. The type and quantity of friable asbestos material involved and the description of the work.
5. Scheduled starting and completion dates.
6. Procedures that shall be employed to comply with the regulations.

7. The name, address, EPA number and telephone number of the transporter.
8. The name and address of the hazardous waste disposal facility where the asbestos waste shall be deposited.
9. The name and address of the Contractor.

Copies of all government agency correspondence and proof of delivery shall be delivered to the observation service. No work shall commence until verification of required notifications is made by the observation service.

L. Licenses:

Asbestos

Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8.

- M. Certifications:** Encapsulant manufacturer's certification (when required) that the Abatement Contractor is an approved applicator of the encapsulants to be used on this project.
- N. Scaffolding:** Submit to the observation service prior to abatement work, certification from a licensed civil or structural engineer that the scaffolding design and installation is safe and adequate for the purpose for which it will be used. Submit a copy of the scaffolding permit when required by local regulatory agencies.
- O. First-Aid Supplies:** Provide a list in the form of a checklist, of the contents of the first-aid kit.
- P. Fire Extinguishers:** Provide product data, and submit a schedule indicating the locations of the extinguishers at the job site.
- Q. Manometer:** Shall have a built-in alarm and continuous hard copy readout.

2.5 REVIEW BY OWNER OR OWNER'S REPRESENTATIVE

- A.** Review by the Owner and the Owner's representatives does not relieve the Contractor or Abatement Contractor from responsibility for errors that may exist in the submitted data.
- B. Revisions:**
1. Make revisions required by the Owner or Owner's Representative.
 2. If the Contractor considers any required revision to be a change, he shall so notify the Owner and the Owner's Representative in writing.
 3. Make only those revisions directed or approved by the Owner or the Owner's Representative.
- C. Reimbursement of the Owner or the Owner's Representative's costs:**
1. In the event substitutions are proposed to the Owner and the Owner's representative after the contract has been awarded, the Owner and the Owner's representative will record all time used by him and by his consultants in evaluation of each such proposed substitution.

2. Whether the Owner or the Owner's representative approves or disapproves a proposed substitution, the Abatement Contractor, promptly upon receipt of billing from the Owner or the Owner's representative, shall reimburse the Owner the normal billing rate of the Owner and the Owner's representative, or the Owner is authorized to withhold funds from the contract sum for all time spent by the aforesaid in evaluating the proposed substitution.

END OF SECTION

ABATEMENT OBSERVATION SERVICES

The following are not contractual requirements but are submitted for the information of the Contractor and Abatement Contractor. The Owner will contract with a hazardous materials abatement monitoring and observation service to provide services described herein. The Owner reserves the right to make modifications in such observation services.

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Owner will contract with an independent abatement observation service, as specified herein.
- B. The observation service Project Manager shall be a California Department of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC). The on-site technician shall be at a minimum a DOSH site surveillance technician (CSST) and CDPH lead sampling technician.

1.2 SUBMITTALS

- A. The observation service shall secure the Owner's advance approval of date and time for the pre-project meeting and safety conference.
 - 1. Notify the Owner, Contractor, building personnel, the Abatement Contractor, and other interested parties, and secure their agreement to attend.
 - 2. The safety conference shall include discussions of the Contractor and Abatement Contractor safety programs and such means, methods, devices, processes, practices, conditions or operations as the Contractor and Abatement Contractor intend to use in providing a safe place of employment.
 - 3. The safety conference shall include representatives of the Owner, Contractor and the Abatement Contractor.
- B. Records:
 - 1. The observation service shall maintain a complete and legible file, in chronological order, containing a copy of each of the following: meeting minutes, field report, submittal, hazardous waste manifest, air, bulk and core sample monitoring results, governing agency notification and correspondence, employee and visitor attendance log and other communications received relative to the work of this section.
 - 2. Upon completion of the HazMat Work, deliver one copy of the job book to the Owner. The job book shall include all records herein before specified, project specifications, contracts, certificate of worker's release, employee medical reports, Abatement Contractor's work procedures, employee training certification, product and equipment data and all other documents, correspondence, and information relative to the project.
 - 3. At the conclusion of this contract, submit the Project Record Documents to the Owner.

PART 2 - EXECUTION

2.1 COORDINATION

- A. Coordinate, as necessary, with other trades to ensure proper and adequate provision in the work of those trades for interface with HazMat Work.
- B. Coordinate, as necessary, with the Owner and the Abatement Contractor to assure proper execution of these specifications.

2.2 PRE-PROJECT MEETING AND SAFETY CONFERENCE

- A. Conduct a Pre-Project Meeting and Safety Conference at the job site and:
 - 1. Except as otherwise directed by the Owner, the Owner's representative will conduct the meeting, will take minutes of the meeting, and will record all agreements reached as a result of the job walk and meeting.
 - 2. Visually inspect all rooms, areas, and cavities where abatement work is scheduled. Determine general acceptability of the work areas by the Abatement Contractor and determine areas requiring further pre-project preparation by the Owner. Inspections that create hazards for the safety conference participants or facility occupants are prohibited.
 - 3. Discuss the proposed schedule for the asbestos abatement work, as well as the appropriate workdays and work hours.
 - 4. Discuss proposed engineering controls, including methods for establishing contained work areas and decontamination enclosure systems, and the equipment to be used.
 - 5. Discuss proposed work procedures, including removal and cleaning methods and personnel to be used.
 - 6. Discuss potential problems arising from use of engineering controls, methods and procedures that are not in conformance with the specifications.
 - 7. Discuss observation methods to be used, and reports to be issued by the observation service.
 - 8. Discuss air testing procedures and standards for clearance testing.
 - 9. Discuss responsibilities of observation service.
 - 10. Discuss the Abatement Contractor's safety program for the HazMat Work, including emergency procedures, to ensure a safe place of employment.
 - 11. Discuss the Contractor's security program.

2.3 OBSERVATION DURING ABATEMENT ACTIVITIES

- A. Verify that abatement materials delivered to the job site, are those approved or specified for use on this work and that all equipment arriving on site is clean and is not contaminated from a previous job site. Any equipment arriving on site that is deemed by the on-site technician to be dirty or unsafe must be cleaned off site or removed.

The Abatement Contractor will provide the on-site technician with the proper documentation (in the form of pre-submittal book solely for use by the on-site technician), pertaining to the workers' certifications, job notifications (Fed/OSHA, Cal/OSHA, MBARD), safety data sheets, etc. Aerosol challenge testing of all negative air machines and HEPA vacuums will be performed on site before the commencement of abatement by the Abatement Contractor at his cost. The equipment that was tested and passed will remain on site for all phases of the HazMat Work and the proper documentation will be submitted to the on-site technician.

- B. Visually observe progress of work, including but not necessarily limited to the following:
 - 1. Verify contained work areas and decontamination enclosure system design and installation.
 - 2. Verify that abatement engineering controls; methods and procedures specified by the specifications are being followed.
 - 3. Call the attention of the Contractor and Abatement Contractor's representative on the job to unacceptable engineering controls, methods and procedures or unacceptable results.
 - 4. Report to the Owner and Contractor if the Abatement Contractor fails to correct unacceptable methods and procedures or unacceptable results.
 - 5. Conduct air monitoring and collect bulk samples in accordance with other sections of the HazMat Specifications.
 - 6. Conduct periodic reviews of isolation and containment barriers to determine if they are in compliance with the requirements of the HazMat Specifications.
- C. Perform air monitoring throughout the Site to ensure that the HazMat Work is done in conformance with the asbestos fiber concentration limits specified herein.
 - 1. Conduct area monitoring inside and outside of the contained work areas determined to be appropriate. Provide area monitoring at least once every work shift for the duration of the abatement. Monitoring shall be conducted inside the work areas and at critical locations adjacent to the work area, including negative air pressure equipment exhausts. At the discretion of the observation service, more frequent area monitoring may be provided.
- D. Make Pre-final and Final Reviews of the Project.
 - 1. Compile a punch list during the pre-final review of unacceptable results to be corrected.
 - 2. Deliver a copy of the punch list to the Contractor and Abatement Contractor, and to others as appropriate.
 - 3. Verify proper resolution or mitigation of all items on the punch list during the final review(s).
- E. Conduct clearance asbestos monitoring as defined in these HazMat Specifications.

2.4 STOPPING THE WORK

- A. If, at any time, the Owner, the Owner's Representative, or the observation service decides that work practices are violating pertinent regulations or, in its opinion, endangering

building users, workers, the Owner's employees, or the public, it will immediately notify the Contractor (followed up in writing) that operations shall cease until corrective action is taken by the Contractor and/or Abatement Contractor. The Contractor and/or Abatement Contractor shall take such corrective action before proceeding with the HazMat Work. Loss or damage due to stop work order(s) shall be the Contractor's responsibility.

1. A stop work order, issued by the Owner, the Owner's Representative, or the observation service, shall be effective immediately if area air monitoring results inside or outside the work area exceed the airborne concentration limits specified herein as the "Maximum Acceptable Level." HazMat Work will stop until the Abatement Contractor's work practices are amended to the satisfaction of the Owner, the Owner's Representative, or the observation service. Standby time required to resolve the violation shall be at the Contractor's expense.
2. A stop work order shall be effective immediately if the HazMat Work is found to be in violation of these HazMat Specifications. Work will stop until the violation is resolved. Standby time required to resolve the violation shall be at the Contractor's expense.

2.5 REPORTS

- A. Make daily written reports of observation activities for the Owner's use.
- B. Initiate or issue notices to proceed, stop work order notices, and other formal notices to the Contractor and/or Abatement Contractor and the Owner.
- C. Upon completion of the HazMat Work compile a job book covering activities performed under this Section and deliver one copy to the Owner.

2.6 LIMITS OF RESPONSIBILITIES

- A. During progress of the HazMat Work, the observation service is required to:
 1. Make visual observations and compile reports described in this Section.
 2. Advise the Contractor's representative on the job as to unacceptable methods and procedures and unacceptable results when so observed.
- B. In connection with the HazMat Work, "unacceptable methods and procedures, and unacceptable results" mean methods and results other than:
 1. Those recommended by the manufacturer of approved products and materials.
 2. Those required by pertinent regulations of governmental agencies having jurisdiction.
 3. Those required by these HazMat Specifications.

NOTE: When conflicts occur among the above standards, the most stringent shall apply.

- C. The observation service is not empowered to:
 1. Act for, or in lieu of, representatives of the governmental regulatory agencies having jurisdiction.

2. Give directions to the Contractor or Abatement Contractor, the Abatement Contractor's consultant, sub-subcontractors of the Abatement Contractor, or workers on the job beyond the authority of stated in these HazMat Specifications.
- D. Failure of the Owner, the Owner's Representative, or the observation service to notice unacceptable methods, materials and procedures or unacceptable results during progress of the work will not absolve the Contractor or Abatement Contractor from the responsibility to complete the HazMat Work in accordance with the specified requirements and the agreed methods.

END OF SECTION

PRODUCT HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Protect products scheduled for use in the work by means including, but not necessarily limited to, those described in this Section.
- B. Related Work:
 - 1. Additional procedures also may be prescribed in other Sections of these specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to ensure full protection of work and materials for the HazMat Work.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Owner, the Owner's Representative, or the observation service, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Owner, the Owner's Representative, or the observation service may reject as noncomplying such material and products that do not bear satisfactory identification as to manufacturer, grade, quality, and other pertinent information.

END OF SECTION

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Throughout the progress of the HazMat Work, the Abatement Contractor will notify the observation service in writing of all hazardous materials specified to be removed under this contract which, when verified to meet one of two categories described below, will not be removed from the work area. This will be done so that the "Project Record Documents" can be annotated to provide factual information regarding all aspects of the work and to enable future modifications of the building to proceed with a reduced risk of exposure to unknown deposits of ACM and LCP. Materials that shall be identified in the project record documents include:
 - a. Hazardous Materials that cannot be removed without causing damage to structural (load bearing) members of the building. This does not include situations in which the specifications specifically authorize the destruction of structural members to access hazardous materials.
 - b. Hazardous Materials discovered in the work area during the course of the project which were not part of the scope of work and have not been added to the scope of work by the Owner.

1.2 QUALITY ASSURANCE

- A. The supervisor or foreman of each crew will be instructed to report any known or suspected ACM that cannot be removed to the observation service within 24 hours of encountering the material. Once it has been determined that the materials shall not be removed, the Abatement Contractor shall legibly annotate the description and quantities of the material on a separate set of construction plans. The plans are to be submitted to the observation service at the conclusion of the abatement phase of this contract.

PART 2 - PRODUCT

2.1 FINAL REVIEW

- A. The crew foremen and supervisors shall conduct a review of the annotated project record documents with the observation service to ensure that all ACM, which will remain at the site, have been noted. The review may take place during the pre-final review, but before any enclosure work, which would prohibit verification of the material.
- B. The Abatement Contractor shall sign an affidavit stating that the project record documents are correct to the best of his knowledge.

END OF SECTION

ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included:** Abatement Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of Hazardous Material and equipment which is specified, shown, or reasonably implied for asbestos abatement activities).
- B. Related Work:** None.
- C. Applicable Publications:** The publications listed below form a part of these Specifications to the extent referenced. The publications are referred to in the text by the basic designation only.
1. Code of Federal Regulations (CFR) Publications:

29 CFR 1910.1001	Asbestos
29 CFR 1910.1200	Hazard Communication
29 CFR 1910.20	Access to Employee Exposure and Medical Records
29 CFR 1910.132	General Requirements - Personal Protective Equipment
29 CFR 1910.133	Eye and Face Protection
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.145	Specifications for Accident Prevention, Signs and Tags
29 CFR 1926.1101	Asbestos
40 CFR 61, Subpart A	General Conditions
40 CFR 61, Subpart M	National Emission Standards for Asbestos
40 CFR 61.152	Standard for Waste Disposal for Manufacturing, Demolition, Renovation, Spraying and Fabrication Operations
40 CFR Part 763	Asbestos Containing Materials Schools; Final Rule and Notice
 2. American National Standard Institute (ANSI) Publications:

Z9.2-1979	Fundamentals Governing The Design and Operation of Local Exhaust Systems
Z88.2-1992	Practices for Respiratory Protection

3. National Fire Protection Association (NFPA):

70-1984	National Electric Code
10-1984	Fire Extinguishers
4. U. S. Environmental Protection Agency (EPA):

Publication No. 560/5-85-024	Guidance for Controlling Asbestos-Containing Materials in Buildings, June, 1985
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5. American Society for Testing Materials (ASTM) Publications:

E 849-82	Safety and Health Requirements Relating to Occupational Exposures to Asbestos
P-189	Specifications for Encapsulants for Friable Asbestos-Containing Materials
6. National Institute of Occupational Safety and Health (NIOSH) Publications:

Manual of Analytical Methods, 2nd Ed., Vol. 1. Physical and Chemical Analysis Method (P&CAM):	
Method 7400	Fibers (N1, 3rd Ed., Vol. 1.)
7. Underwriters Laboratories, Inc. (UL) Publications:

586-77 (R1982)	Test Performance of High Efficiency, Particulate, Air Filter Units
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8. Title 8 California Code of Regulations:

Section 5208	General Industry Safety Orders
Section 5144	Respirator Regulations
Section 1529	Construction Industry Safety Orders, Asbestos Standard
Section 341.6 -341.14	Registration for Asbestos Related Work
9. Monterey Bay Air Resources District Rule 424

1.2 DEFINITIONS

Abatement: Procedures to control fiber release from asbestos-containing building materials. Includes removal, encapsulation, and enclosure.

AHERA: - Asbestos Hazard Emergency Response Act.

Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.

Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.

Air Sampling Professional: The professional contracted or employed to supervise air monitoring and analysis schemes. This individual is also responsible for recognition of technical deficiencies in worker protection equipment and procedures during both planning and on-site phases of an abatement project.

Amended Water: Water to which a surfactant has been added.

Area Monitoring: Sampling of airborne fiber concentrations

Asbestos: Includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

Asbestos-Containing Material (ACM): Material composed of asbestos of any type in an amount greater than 1 percent and by weight, either alone or mixed with other fibrous or nonfibrous materials.

Asbestos-Containing Construction Material (California definition): Any manufactured construction material which contains more than 1/10th of 1% asbestos by weight.

Asbestos Fibers: Asbestos fibers at least 5 micrometers in length having an aspect ratio of at least 3:1.

Authorized Visitor: Owner or Owner's Representative, Observation Service and any representative of a regulatory or other agency having jurisdiction over the Project.

Clean Room: An uncontaminated area or room which is a part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.

Contained Work Area: A work area which has been isolated, plasticized, and equipped with a decontamination enclosure system.

Curtained Doorway: A device to allow ingress or egress from one area to another while permitting minimal air movement between the areas, typically constructed by placing three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, and securing the vertical edge of the outer two sheets along the opposite vertical side of the doorway.

Decontamination Enclosure System: A series of connected rooms, with air locks or curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one air lock to the work area.

Encapsulant (sealant): A liquid material which can be applied to ACM and which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Encapsulation: All herein-specified procedures necessary to apply an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the ambient air.

Enclosure: All herein-specified procedures necessary to enclose completely ACM behind airtight, impermeable, permanent barriers.

Excursion Limit: An exposure of airborne concentrations of asbestos fibers of one fiber per cubic centimeter of air (1f/cc) over a sampling period of thirty minutes.

Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

Equipment Decontamination Enclosure: That portion of a Decontamination Enclosure System designed for controlled transfer of materials, waste containers and equipment, typically consisting of a washroom and a holding area.

Friable Asbestos Material (40 CFR, Subpart M Definition): Material that contains more than one percent (1%) asbestos by weight and that can be broken, crumbled, pulverized, or reduced to powder by hand pressure when dry.

Fixed Object: A unit of equipment or furniture or other building component which cannot be detached from the building or can only be detached by destructive methods resulting in irreparable damage to the item.

Glovebag Method: A method with limited applications for removing small amounts of friable ACM from HVAC ducts, piping runs, valves, joints, elbows. The glovebag (typically constructed of 6-mil transparent polyethylene has two inward-projecting long sleeve rubber gloves, one and an internal tool pouch. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be abated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag method must be highly trained, experienced, and skilled in this method.

HEPA Filter: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of all monodispersed particles including equal to or greater than 0.3 microns in mass median aerodynamic equivalent diameter.

HEPA Vacuum Equipment: Vacuuming equipment with a HEPA filter system.

Holding Area: A room in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an air lock.

Isolation: The sealing of all openings into a work area.

Isolated (noncontained) Work Area: A work area which is isolated, but has not been plasticized and may or may not be equipped with a decontamination enclosure system.

Maximum Acceptable Level: An exposure of airborne concentrations of fibers of 0.1 f/cc at any time within the contained work areas, and 0.01 f/cc outside of the work areas by PCM. This level is a contractual standard for this Project.

Movable Object: A unit of equipment, furniture or other building component which is detached or can be detached from the building without destructive methods or results.

Negative Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.

Nonfriable Asbestos-Containing Material: Material that contains more than one percent asbestos by weight in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not release fibers during any appropriate end-use, handling, demolition, storage, transportation, processing, or disposal.

Observation Service: The agent of Owner or Owner's Representative who shall observe the work, perform tests, verify that abatement methods and procedures specified are being complied with, and reports all observations and test results to Owner or Owner's Representative.

Permissible Exposure Limit (PEL): An airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter of air as an 8-hour time-weighted average (TWA), as determined by the method prescribed in Appendix A of §1926.1101 (c) CFR.

Personal Monitoring: Sampling of Asbestos fiber concentrations within the breathing zone of an Asbestos Worker.

Plasticize: To cover floors, walls and other structural elements of a work area with polyethylene sheeting as herein specified with all seams securely taped with duct tape.

Removal: All herein-specified procedures necessary to remove ACM from the designated areas and to dispose of these materials at an acceptable site.

Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running water, and suitably arranged for complete showering during decontamination.

Surfactant: A chemical wetting agent added to water to reduce surface tension and improve penetration into the ACM.

TEM: Transmission Electron Microscopy

Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are decontaminated.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

Work Area (Also known as "Regulated Area"): Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area which has been isolated, plasticized, and equipped with a decontamination enclosure system. An isolated (noncontained) work area is a work area which is isolated, but has not been plasticized and may or may not be equipped with a decontamination enclosure system.

Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room.

1.3 QUALITY CONTROL

- A. Safety Compliance: In addition to detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities and publications regarding handling, storing, transporting, and disposing of asbestos waste materials. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification and referenced documents vary, the most stringent requirement shall apply.
- B. Abatement Contractor shall have at least one copy each of 29 CFR Part 1910 - Occupational Safety and Health Standards, 29 CFR 1926.1101, 40 CFR Part 61, Subparts A & M, and all pertinent state and local regulations at his office or at the job site.
- C. Before the commencement of any work at the site, the Contractor and/or Abatement Contractor shall post bilingual (as appropriate) EPA and OSHA caution signs in and around the work area to comply with EPA and OSHA regulations.
- D. Area Monitoring shall be performed by the observation service, who will conduct air sampling of the Abatement Project (1) immediately outside the work area, (2) in the work area, and (3) for work area clearance after decontamination operations.
- E. Personal monitoring and other monitoring, which is required by law, or considered necessary by the Contractor or Abatement Contractor for worker protection shall be the responsibility of the Contractor and Abatement Contractor.

1.4 ADMINISTRATION OF THE CONTRACT

All Work is to be performed under the observation of the observation service and Owner's representative, who shall be free to enter and review all Work (see Abatement Observation Services).

1.5 SAFETY

Submittals to include written procedures for evacuation of injured workers. Aid for seriously injured workers shall not be delayed in order to comply with standard decontamination procedures. It is the responsibility of the Contractor and Abatement Contractor to decide if the seriousness of the injury warrants noncompliance with the standard decontamination procedures.

PART 2 - WORKER PROTECTION

2.1 TRAINING PROGRAM

- A. Each employee shall receive training in the proper handling of materials that contain asbestos, including all aspects of work procedures and protective measures, use of protective clothing and respiratory protection, use of showers, entry and exit procedures from work areas and in OSHA regulations. All workers who are scheduled to use the glovebag method must be highly trained, experienced and skilled in this method. Each employee shall also understand the health implications and risks involved, including the illness possible from exposure to airborne asbestos fibers and the increased risk of lung cancer associated with smoking cigarettes and asbestos exposure, understand the use and limits of the respiratory equipment to be used, and understand the purpose of medical surveillance and the monitoring of airborne quantities of asbestos as related to health and respiratory equipment. The training program shall comply with federal, state or local regulatory requirements.

- B. Emergency evacuation procedures to be followed in the event of worker injury or compressor failure, shall be included in worker training program.

2.2 DRESS AND EQUIPMENT

- A. Work clothes shall consist of disposable full-body coveralls, head covers, rubber gloves, work boots, or equivalent. Sleeves at wrists and cuffs at ankles shall be secured.
- B. Eye protection, hearing protection, and hard hats shall be available as appropriate or as required by applicable conditions and safety regulations.
- C. Provide authorized visitors with suitable respiratory protection, protective clothing, headgear, eye protection, and footwear whenever they are required to enter the work area.

2.3 RESPIRATORS

- A. Respiratory protective equipment shall be selected in accordance with (1) the ANSI standard for respiratory protection (Z288-2-19920 and the requirements of Title 8 CCR, 1529, 5144, and Title 29 CFR 1926.1101, and 1910.134. Respiratory instructions shall be posted in the clean room.
- B. Use full face powered air purifying respirator (PAPR) for the abatement of ACM until the Abatement Contractor can establish the average airborne concentrations of asbestos fibers the employees are exposed to are at or below 0.01 f/cc. Determine both the 30 minute excursion limit and the 8-hour TWA concentration of asbestos fibers to which employees will be exposed in each work area. The Abatement Contractor may use half-faced mask or full faced air purifying respirators if they can provide an applicable negative exposure assessment (NEA).
- C. Half-mask or full-face air-purifying respirators with high efficiency P100 filter cartridges may be worn during the preparation of the work area, performance of repair work, use of glovebags and decontamination work, provided work area fiber concentrations are at or below 0.1 fibers/cc.
- D. The Abatement Contractor shall provide workers with approved, permanently personally-issued and marked respirators with changeable P100 filters. The Abatement Contractor shall provide a sufficient quantity of filters approved for asbestos so that workers can change filters during the workday. Filters shall not be used any longer than one workday or whenever an increase in breathing resistance is detected. The respirator filters shall be stored at the job site in the clean room and shall be totally protected from exposure to asbestos before their use.
- E. Workers shall always wear a respirator, properly fitted on the face, in the work area, from the initiation of preparation work until all areas have been given written clearance by the observation service.

2.4 WORKER PROTECTION PROCEDURES - TO BE POSTED IN CLEAN ROOM

Bilingual (English and other appropriate language[s]) worker protection procedures must be posted in the clean room. If the first language of all workers is English, the bilingual procedures are accepted.

- A. Each worker and authorized visitor shall prior to entering the contained work area: remove street clothes in the clean room and put on a respirator and clean protective clothing. No person shall enter the work areas unless he or she has received the minimum asbestos

awareness and respirator training as outlined in the Cal/OSHA and OSHA asbestos standards. Each person must submit a copy of medical examination documentation.

- B. All Workers shall, each time they leave the work area: remove gross contamination from clothing; proceed to the equipment room and remove all clothing except respirators. Still wearing the respirator, proceed to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and shower to remove residual asbestos contamination.
- C. Following showering and drying off, proceed directly to the clean room and dress in personal clothing. Before reentering the work area, each worker and authorized visitor shall put on a clean respirator and shall dress in clean protective clothing.
- D. Contaminated protective clothing and work footwear shall be stored in the equipment room when not in use in the work area. At appropriate times or upon completion of asbestos abatement, dispose of protective clothing and footwear as contaminated waste, or launder in accordance with government regulations.
- E. Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.
- F. The disposable clothing worn outside the work area shall be of different color or markings from the disposable clothing worn inside the work area.
- G. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the work area.
- H. Workers and authorized visitors with beards or who are unshaven shall not enter the work area.

2.5 MEDICAL EXAMINATIONS AND HISTORIES

Before exposure to airborne asbestos, the Abatement Contractor will provide each employee providing labor or professional services at the Project site with a current comprehensive medical exam, including a history of respiratory and gastrointestinal diseases, meeting the general definition outlined in 29 CFR 1910.1001, 29 CFR 1910.134, 29 CFR 1926.1101 and Title 8 of CCR 1529. Abatement Contractor shall submit a current medical examination report. The medical report shall contain a statement from the examining physician that the employee can (or cannot) function normally wearing a respirator or that the safety or health of the employee or other employees will or will not be impaired by his use of a respirator. No employee will be allowed to enter the work area without having first provided a copy of their Medical Examination, to the observation service and until the medical has been approved.

2.6 EMPLOYEE IDENTIFICATION

The Abatement Contractor shall furnish an employee roster to the observation service for each work shift. Each employee entering the work area shall have in his possession at least two forms of identification, one of which has his/her photograph.

PART 3 - PRODUCTS

3.1 GENERAL

- A. The Abatement Contractor shall furnish, provide, and utilize the following products in the work areas as specified.

- B. See Product Handling in of these specifications.

3.2 PROTECTIVE COVERING (POLYETHYLENE)

Two layers of 6-mil fire retardant polyethylene sheeting in sizes to minimize the frequency of joints.

3.3 TAPE

Duct tape 2" or wider, or equal, and capable of sealing joints of adjacent sheets of polyethylene, and for attachment polyethylene sheeting to finished or unfinished surfaces of dissimilar materials, and capable of adhering under both dry and wet conditions, including use of amended water.

3.4 PROTECTIVE PACKAGING

- A. Appropriately labeled clear, double 6-mil minimum sealable polyethylene bags.
- B. Appropriately labeled, sealable, impermeable drum containers.
- C. Bilingual labels (English and other appropriate language[s]) on containment glovebags, waste packages, contaminated material packages and other containers shall be in accordance with EPA or OSHA standards.

3.5 WARNING LABELS AND SIGNS

As required by 29 CFR 1910.1001, 29 CFR 1910.1200, 29 CFR 1926.1101 and other pertinent state and local regulations, whichever is the most stringent.

3.6 SURFACTANT

Surfactant, or wetting agent, for amending water shall be used as specified by the manufacturer.

3.7 ENCAPSULATING SEALER

- A. Shall be a penetrating or bridging type, pollution-free, nontoxic, with a Class A fire classification as specified herein. Encapsulants with the ingredient methylene chloride are not acceptable unless the Abatement Contractor can prove to the observation service's satisfaction that equal substitute materials are not available. If substitutes are not used, the Abatement Contractor shall submit with the asbestos plan, for the observation service's approval, respiratory protection and negative air discharge procedures to protect workers, authorized personnel and the public from methylene chloride exposure. Material shall be flexible when cured, resistant to weathering, oxidation, aging and abuse.
- B. Shall be a water-dispensed coating, insoluble in water when cured.
- C. Shall be used undiluted.
- D. Shall have a written certification from the manufacturer that the encapsulant is compatible with the replacement material and will safely withstand temperatures of all surfaces on which the encapsulation will be applied. The Contractor and Abatement Contractor shall make sure the encapsulant shall be compatible with the existing substrate and replacement materials.
- E. Encapsulant found not to be in conformance with requirements of these specifications shall be removed from the site immediately. All areas where the defective encapsulant has been applied shall be re-sprayed with approved encapsulant or remedied in a manner, including

the possibility of removal and replacement of the subject ACM, acceptable to Owner. Re-encapsulation expense shall be borne by the Contractor.

- F. Encapsulant to be applied to structural members before reapplication of spray-applied or trowel-applied fireproofing must be a component of the fireproofing system when it was tested and rated by the Underwriters Laboratory (UL), ASTM, Factory Mutual (FM) or other building code approved testing agencies.

3.8 LAGGING ADHESIVE

Shall meet NFPA 90A Code, such as Arabol, Childers CP52, Insul-Coustic 102, or approved equal.

3.9 GLOVEBAGS

The glovebag (typically constructed of six-mil transparent polyethylene) has two (2) inward-projecting longsleeve rubber gloves, and an internal tool pouch.

3.10 TOOLS AND EQUIPMENT

- A. Provide suitable tools for asbestos removal and encapsulation.
- B. **Negative air pressure equipment:** HEPA filtration systems shall have filtration equipment in compliance with ANSI Z9.2-1979, local exhaust ventilation. No air movement system or air filtering equipment shall discharge unfiltered air outside the work area.
- C. **Manometer:**
 - 1. Shall have a built-in alarm and continuous hard copy readout.
- D. **HEPA Vacuums:**
 - 1. Shall comply with ANSI Z9.2-1979.
- E. **Vacuum Loaders:**
 - 1. Shall have HEPA filtration system in compliance with ANSI Z9.2-1979.
 - 2. Meets or exceeds OSHA and EPA safety regulations.
 - 3. Fully-enclosed negative pressure system.
- F. **Scaffolding:**
 - 1. Provide all scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions. No workers are to remain on rolling scaffolding as it is being moved.
 - 2. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
 - 3. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
 - 4. Design scaffolding to take into account all applicable local, state and federal construction standards.

3.11 LUMBER

Shall be flame retardant and carrying markings certifying such properties.

3.12 SOLVENTS

- A. Shall be non-toxic, non-carcinogenic, nonflammable (flash-point in excess of 200° F.), nonreactive with or damaging to materials it will come in contact with and approved for indoor use by regulatory agencies. Provide ventilation of work area as required by manufacturer. Vent exhaust to the exterior of the building and in a manner that will not result in adverse effects to other areas of the facility, adjacent facilities or public areas. Solvents shall not be used in areas which food stuffs are stored.
- B. If a chemical mastic remover is used to remove flooring mastic, the mastic remover shall be a "low odor" type. Removers with methylene chloride or with a petroleum distillate or glycol ether base are prohibited. SDS's shall be submitted for mastic removal products.

PART 4 - EXECUTION

4.1 WORK AREA PREPARATION

- A. Preparation procedures for removal of all ACM in the exterior work areas:
 - 1. Removal of the ACM, unless specified otherwise, shall be executed in a contained work area.
 - 2. The Abatement Contractor shall isolate the work area for the duration of the project, completely sealing all openings to the building including, but not limited to, HVAC ducts, diffusers and grilles, skylights, doorways, and windows, with 6-mil polyethylene taped securely to a clean surface. Spray adhesive used on finished surfaces should be avoided where possible. Construct barriers that enclose or separate work areas. Barriers shall form a seal at vertical walls and at the floor deck above and below.
 - 3. HVAC systems shall be shut down in areas adjacent to the work area. The Abatement Contractor shall design his work area preparation and engineering controls as specified and/or as required to prevent damage to and contamination of the affected HVAC system.
 - 4. The Abatement Contractor shall remove all movable objects from the work areas that are vulnerable to damage or contamination, or that will impede or prevent the completion of the work. All movable objects removed from the work area shall be clean before being moved to the designated storage area.
 - 5. Clean and cover fixed and movable objects that can remain in the work area with 6-mil polyethylene sheeting taped securely in place. Special precautions shall be taken to protect fixed objects vulnerable to damage or contamination.
 - 6. All fixed and movable objects requiring cleaning shall be washed with amended water or cleaned with a HEPA filtered vacuum.
 - 7. All objects removed shall be adequately marked and charted on a plan to ensure proper reinstallation upon completion of the decontamination of the work area. The objects shall be stored in a location designated by the Owner, and in a manner that will prevent contamination or damage to the objects. Damaged and missing objects will be replaced by the Contractor at his own expense and to the satisfaction of Owner.
 - 8. Pre-clean the proposed work areas before plasticizing the ground as applicable with two layers of six- and/or ten-mil polyethylene, using HEPA vacuum equipment or wet-cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

9. Install 12- by 12-inch (minimum) Plexiglas® observation window(s) at strategic location(s) in the containment barrier to allow observation of all areas of work from outside the work area.
10. Seal all wall, plumbing, duct and other cavities to prevent asbestos materials from falling into such cavities during the work.
11. The Abatement Contractor shall check regularly (at beginning, middle and end of each shift as a minimum) all polyethylene isolation and containment (protective) barriers for punctures, loose seals, contact with heat-generating devices, etc. Problem areas shall be repaired or mended immediately.
12. Maintain existing emergency exits from the building. Maintain a minimum of two exits from work areas where possible. The first exit shall be the worker decontamination enclosure system. The second exit may be the equipment decontamination enclosure system or a ripcord type, emergency only exit in the plastic containment at a door, window or other appropriate location. Exits, where possible, shall be on opposite ends of the work area. All exits shall be labeled in bright letters or signage. The second exit shall be labeled "Emergency Exit Only." Establish alternative exits satisfactory to fire officials where existing building or work area emergency exits are unavoidably blocked by activities of this project.
13. Provide and maintain appropriate fire extinguisher inside and outside the work area. One 30-pound type "ABC" fire extinguisher is required for each 2,000 square feet of floor area.
14. Install and maintain temporary emergency exit lighting with battery backup power in all work areas. Temporary emergency exit lighting in the work area(s) is optional if the Abatement Contractor provides flashlights to workers. Flashlights must be in the possession of the workers at all times while in the work area.
15. Shutdown of electric power during the wet removal or encapsulation phase of the HazMat Work is mandatory unless directed otherwise. Provide temporary power and lighting when necessary and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements including appropriate ground fault interrupter (GFI) protection. Temporary light fixtures will be explosion proof. Provide and maintain auxiliary generator equipment where existing facility power is insufficient. Locate generator or vent generator exhaust in a manner that will prevent carbon monoxide hazards to workers and the public. When power shutdown is required, the Abatement Contractor shall check for conditions where shutdown will pose a danger to the building or to the building's components. The Contractor and Abatement Contractor shall take all precautions necessary, including inspections and testing, to ensure the safety of employees and other building occupants from electrical hazards during the course of the HazMat Work. Existing fire, smoke detection and other life safety systems shall be kept in operation at all times, or the Contractor shall install and maintain a temporary system or alternate acceptable to Owner and fire officials.
16. The Abatement Contractor shall install and maintain negative air pressure equipment during the abatement and decontamination phases of the HazMat Work until the clearance test has passed. A sufficient amount of air shall be exhausted by the unit(s) to create a pressure of -0.02 inches of water within the work area with respect to the area outside the work area. If only one unit is necessary to provide the specified negative air pressure in a work area, the Contractor and/or Abatement Contractor shall have a backup unit in place should the first unit fail, and for filter changes.

The Contractor or Abatement Contractor shall provide a fully operational air circulation system supplying a minimum air circulation rate of six (6) air changes per hour.

Determine the number of units needed to achieve required air circulation by first determining the volume in cubic feet of the work area, by multiplying the floor area by the ceiling height. Determine the total air circulation requirement in cubic feet per minute (CFM) for the work by multiplying this volume by the air change rate and dividing by 60.

Air Circulation Required in CFM =

$$\frac{\text{Volume of Work Area (cu. ft.)} \times \text{Six (6) Air Changes per Hour}}{60 \text{ (minutes per hour)}}$$

Divide the air circulation requirement (CFM) above by the capacity of HEPA-filtered fan unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential that causes the loaded filter warning light to come on) in the machine's labeled operating characteristics.

Number of Units Needed =

$$\frac{\text{Air Circulation Requirement (CFM)}}{\text{Capacity of Unit with Loaded Filters (CFM)}}$$

Provide one spare unit per containment area (one minimum per job site) as a backup in case of equipment failure or shutdown of machine for filter changing. Size spare unit to be of the same capacity as the largest operating unit.

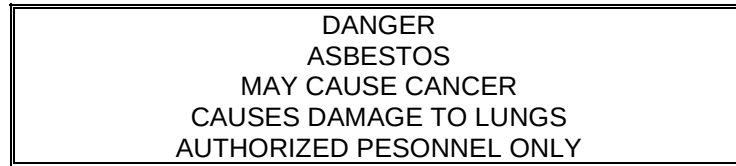
Pressure differential isolation and air circulation in the work area are to be accomplished by a recirculation system. Recirculate air in the work area through HEPA-filtered fan units to accomplish air circulation requirements of this section. Locate the HEPA-filtered fan units so that air is circulated through all parts of the work area, and so that required pressure is maintained at all parts of work area geometry. Move units as necessary so that in any location where ACM are being disturbed the discharge from one HEPA-filtered fan unit is blowing contamination away from workers. Direct air flow in these locations so that it is predominantly toward worker's backs at the breathing zone elevation.

17. Install and maintain a manometer with a strip chart and audible alarm from the time abatement begins until the clearance test has passed in all work areas. Report readings to the observation service at the start and end of each work shift.
18. Notify the observation service 24 hours in advance of when preparatory steps will be completed. Asbestos abatement work shall not commence until all preparation requirements have been completed; all tools, equipment, and materials are on hand; all required submittals, notices and permits have been approved, and until the Observation Service authorizes in writing that work may commence.

B. Barriers and Isolation - Exterior Abatement: Contractor shall perform the following work area preparation methods for the abatement of components considered exterior to the building as described in the scope of work:

1. Prior to the commencement of any abatement procedures, notification requirements must be met, required signs shall be posted and movable objects if

any) shall be moved a minimum of twenty (20) feet from the perimeter of the building. Required signage in the Cal/OSHA asbestos regulation Title 8 CCR section 1529 (k) (7) is as follows:



4.2 DECONTAMINATION ENCLOSURE SYSTEMS

A. Decontamination Enclosure Systems (worker and equipment) general requirements:

1. Build suitable wood, metal or PVC framing as described herein and as approved by the observation service with two layers of 6-mil polyethylene sheeting on the walls and three layers on the floor. Portable prefab units, if utilized, must be submitted for review and approval by the observation service before start of construction. Submittal shall include, but not be limited to, a floor plan layout complying with the schematic layouts bound herein, showing dimensions, materials, sizes, thickness, plumbing, and electrical outlets, etc.
2. Construct a workers decontamination unit contiguous to the work area consisting of three totally enclosed chambers as follows:
 - a. An equipment room with an air lock to the work area and a curtained doorway to the shower room.
 - b. A shower/wash station room with two curtained doorways, one to the equipment room and one to the clean room. A shower is required for OSHA Class 1 work. Plastic on shower room and adjoining equipment and clean rooms shall be opaque. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron, and drain into a sanitary sewer. Replace filters when they become clogged. Ensure a supply of soap and disposable towels at all times in the shower room.
 - c. A clean room with one curtained doorway into the shower and one entrance or exit to non-contaminated areas of the building. The clean room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items. Joint use of this space for other functions, such as offices, storage of equipment, materials, or tools, shall be prohibited.
3. Construct an equipment decontamination enclosure system consisting of two totally enclosed chambers as follows:
 - a. A washroom with an air lock to a designated staging area of the work area and a curtained doorway to the holding room.
 - b. A holding room with a curtained doorway to the washroom and a doorway to an uncontaminated area.

- B. Decontamination Enclosure System for asbestos-abatement work in "Isolated" work areas:
1. Construct a decontamination enclosure system consisting of two totally enclosed chambers, as follows:
 - a. An equipment room, consisting of a curtained doorway to the isolated work area and a curtained doorway to the shower room.
 - b. A shower room, consisting of a curtained doorway to the equipment room and a curtained doorway to an uncontaminated area. Plastic on shower room and adjoining equipment and clean rooms shall be opaque. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron and drain into a sanitary sewer. Replace filter when they become clogged. Ensure a supply of soap and disposable towels at all times in the shower room.
 2. Construction of an equipment decontamination enclosure system is optional.
 - a. A washroom with an air lock to a designated staging area of the work area and a curtained doorway to the holding room.
 - b. A holding room with a curtained doorway to the washroom and a doorway to an uncontaminated area.

4.3 ASBESTOS REMOVAL

- A. Before removal, asbestos materials shall be sprayed with amended water. The asbestos materials shall be sufficiently saturated without causing excessive dripping and to prevent emission of airborne fibers. Spray materials repeatedly during the work process to maintain a wet condition. If the materials are not easily saturated, then the work area shall be constantly misted to keep fiber emission minimal. All water used in the abatement process must be collected and filtered before disposal. No water is to leak from the contained areas or enter the storm drain system.
- B. Asbestos material shall be removed in manageable sections by a multi-person team, some of whom are wetting and the remainder removing and cleaning. Any material which falls to the floor shall be wetted and picked up immediately. Material shall not be allowed to dry out. Material drop shall not exceed 15 feet. For heights up to 50 feet, provide inclined chutes or scaffolding to intercept drop. For heights exceeding 50 feet, provide enclosed dust-proof chutes. Before a second area can be started, removed material shall be packed into approved and labeled packaging while it is still wet. The outside of all containers shall be clean before leaving the work area. Move containers to the washroom (shower room when equipment decontamination system is not required), wet-clean each container thoroughly, and move to holding area pending removal to uncontaminated areas.
- C. Asbestos material applied to concrete, steel decks, beams, columns, pipes, tanks, and other nonporous surfaces shall be wet-cleaned to a degree that no traces of debris or residue are visible.
- D. The work area shall be kept orderly, clean and clear of work materials, polyethylene sheeting, tape, cleaning material, and clothing, and all other disposable material or items used. Prior to exiting the contained work area for breaks or at the shifts end, all debris shall be cleaned up and properly bagged.

- E. Protective packages and drums containing asbestos materials shall be cleaned and stored in the isolated holding area until that time when the materials are to be loaded and transported to the hazardous waste disposal facility. The packages and drums shall be stored in piles no higher than four feet, and in a manner that will not result in damage to the packages or drums. Transport bags in covered drums or carts from the holding area to the transport.
- F. Equipment removal procedures: clean surfaces of contaminated equipment thoroughly by wet or wiping before moving such items into the washroom (shower room when equipment decontamination system is not required) for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave work area through the equipment decontamination enclosure.
- G. Do not bag water used during abatement activities. Properly filter and drain water into building sanitary drain unless prohibited by local regulations. Filter shall have a maximum pore size of 1.0 micron.

4.4 DECONTAMINATION OF WORK AREA

- A. Decontaminated procedures for contained work areas, excluding ACM encapsulation work:
 - 1. Remove all visible accumulations of asbestos material and debris. Wet-clean all surfaces within the work area to remove asbestos residue.
 - 2. After cleaning, perform a complete visual inspection of the work area to ensure that the work area is free of any visible debris or residue.
 - 3. Upon completion of his visual inspection, notify the observation service in advance that the work area is ready for initial review.
 - 4. Upon proper notification, the observation service will review the work area for general conformance with the HazMat Specifications. Any nonconformance of the HazMat Work shall be remedied by the Contractor and/or Abatement Contractor until the work area is in compliance, and at the Abatement Contractor's expense.
 - 5. Upon successful compliance with the initial review by the observation service and after written notification, encapsulate all surfaces of the work area. Apply encapsulant in sufficient amounts to render the affected surface tacky to the touch.
 - 6. Upon completion of the encapsulation work, notify the observation service in writing that the work area is ready for encapsulation review.
 - 7. Upon proper notification, the observation service will review the encapsulated surfaces for general conformance with the HazMat Specifications. Any nonconformance of the work shall be remedied by the Contractor and/or Abatement Contractor until the work is in compliance and at the Contractor's expense.
 - 8. Upon successful compliance with the encapsulation review by the observation service, and after written notification, remove the outer layer of plastic on the walls, floors, and ceilings (where applicable). The inner plastic layer and isolation barriers on vents, grilles, diffusers, etc., shall remain in place.
 - 9. Wet-clean the work area or clean with HEPA vacuum equipment, all surfaces within the work area. After completing of the second cleaning operation perform a

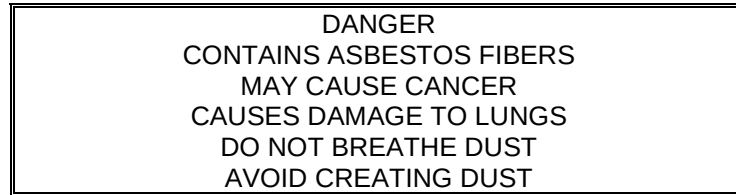
complete visual inspection of the work area to ensure that the work area is free of contamination.

10. Sealed drums and bags, and all equipment used in the work area, shall be included in the cleanup and shall be removed from the work area via the equipment decontamination enclosure system, at the appropriate time in the cleaning sequence.
11. Upon completion of the second cleaning operation, notify the observation service 24 hours in advance that the work area is ready for pre-testing review and clearance testing. Refer to appropriate article on air monitoring in this Section for clearance testing standards. Contamination found during the pre-testing review shall be remedied by the Contractor and/or Abatement Contractor, without additional costs to the Owner, prior to clearance testing.
12. Upon written notification from the observation service that the work area has passed the criteria for clearance testing, apply, when included in the contract, the asbestos-free replacement materials and re-establish objects and systems as specified in these specifications. The inner plastic layer and isolation barriers may be removed at any time after written notification.
13. Upon completion of the application of any replacement materials, or if no replacement materials are required, after the removal of the inner plastic layer, isolation barriers and the re-establishment of objects and systems notify in writing the observation service and/or the Owner's representative 24 hours in advance that the work area is ready for pre-final review.
14. Upon notification, the observation service and Owner's representative will review the work area. Improper application of replacement materials, unapproved damage to the facility or its contents, or improper re-establishment of objects and systems discovered during the pre-final review shall be itemized on a punch list for correction by the Contractor and/or Abatement Contractor without additional cost to the Owner. If no deficiencies are discovered the specifications or this portion of the specifications shall be approved in writing by the observation service and Owner's representative as complete. If deficiencies are noted, continue with the subsequent procedures. If deficiencies noted do not prevent the Owner from occupancy or proceeding with reconstruction work, the contract, or this portion of the contract, shall be specified in writing by the observation service and Owner's representative as substantially complete.
15. Upon correction of punch list deficiencies, notify the observation service and Owner's representative in advance that the work area is ready for final review.
16. Upon notification the observation service and Owner's representative will review the corrected punch list deficiencies. If all deficiencies have been corrected, the contract, or this portion of the contract, shall be approved in writing by the observation service and Owner as complete. If deficiencies have not been properly corrected the Abatement Contractor shall repeat, at his expense, procedures above until all deficiencies have been corrected and approved. If deficiencies noted do not prevent Owner from occupancy or proceeding with reconstruction work, the specifications or this portion of the specifications shall be specified in writing by the observation service and Owner's representative substantially complete.

4.5 ASBESTOS DISPOSAL

- A. Asbestos-Containing Waste Materials shall be packed into approved sealed and labeled protective packaging. The abatement contractor shall affix to each individual container of asbestos waste shall have affixed the following:

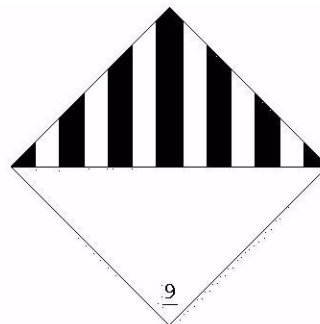
1. The warning label specified in the Cal/OSHA asbestos regulation Title 8 CCR section 1529 (k) (7):



2. The hazardous waste label specified in Title 49 CFR Part 172.304 as amended November 1, 1983, in accordance with DOSH regulation Title 22 CCR Section 66262.32 if the material is disposed of as hazardous:

HAZARDOUS WASTE - State and Federal Law Prohibit Improper Disposal. If found, contact the nearest police or public safety authority or the California Department of Toxic Substance Control.
Generators Name: _____
Address: _____
Manifest Document Number: _____

3. In Addition to the above labeling, the Abatement Contractor shall affix the Department of Transportation (DOT) diamond label for friable asbestos waste only to each individual container:



RQ, Asbestos, 9, NA2212, III

- B. Containers removed from the holding area must be removed by workers who have entered from uncontaminated areas dressed in clean coveralls. Waste pass-out procedures shall use two teams of workers: an inside team, and an outside team. The inside team wearing appropriate protective clothing, respirators with P100 filter cartridges shall clean the outside, properly labeled containers (bags drums, or wrapped components) using HEPA filter -equipped vacuum's and or wet cleaning techniques, and transport them into the waste container pass-out airlock. No worker from the inside team shall exit the work area through this enclosure system.

The outside team, wearing at a minimum, dual cartridge half-mask respirators equipped with HEPA filters and protective clothing, shall enter the airlock from outside the work area. They shall enclose bags in clean, labeled, 6-mil poly bags, wrap components too large to bag with a clean layer of 6-mil poly sheeting and remove them from the airlock. No worker from the outside team shall enter the work area through this airlock. Workers must not enter from uncontaminated areas into the washroom or the work area; contaminated workers must not exit the work area through the equipment decontamination enclosure system.

- C. Containers of asbestos-containing wastes shall not be transported through occupied areas of the building without Owner's approval. If waste materials must be transported during business hours, the Abatement Contractor shall proceed in an inconspicuous manner. The observation service will monitor these activities and make suggestions as necessary. The Abatement Contractor's proposed procedures for handling waste must be submitted prior to the pre-construction meeting as part of the detailed HazMat work plan.
- D. Vehicles and/or containers used for storing and/or transporting ACM to disposal sites shall have a completely enclosed, lockable storage compartment. Storage compartments shall be plasticized and sealed with a minimum of one layer of 6-mil polyethylene on the sides and top and two layers of 6-mil polyethylene on the floor. The compartments shall be thoroughly wet cleaned and/or HEPA vacuumed following the disposal of each load of material at the dump site. At the conclusion of the HazMat Work (or before transport vehicles are used for other purposes), the polyethylene shall be properly removed and disposed of as contaminated waste. After this is accomplished, compartments shall once again be wet cleaned and/or HEPA vacuumed in order to eliminate all debris prior to reuse of vehicles. All plastic sheeting, tape, cleaning material, including mops and sponges, clothing, filters, and all other contaminated disposable materials shall be packaged, labeled, and disposed of as asbestos-containing waste.
- E. The Abatement Contractor shall deliver asbestos-containing waste materials to the pre-designated disposal facility in accordance with the guidelines of the EPA.
- F. The Abatement Contractor shall notify the observation service 24 hours, in advance, when asbestos-containing waste materials are to be removed from the Site. The observation service must be present during the removal of asbestos-containing waste materials from the work area. A copy of the Uniform Hazardous Waste Manifest, or other document required by State or Local agencies, shall be submitted to the observation service for review and prior to transporting asbestos-containing waste materials to the disposal facility. Owner shall sign the manifests.
- G. At the conclusion of HazMat Work, provide written evidence (such as a "Bill of Lading" or "Uniform Hazardous Waste Manifest") that the asbestos-containing waste material was properly disposed of. The evidence shall be submitted with the final request for payment. Indicate on the "Bill of Lading" or "Hazardous Waste Manifest" the weight of the asbestos-containing waste material generated from the project. This weight amount must be confirmed by a party independent from the Contractor or Abatement Contractor.
- H. The Contractor and Abatement Contractor shall be responsible for the safe handling and transportation of all waste, generated by the project, to the designated waste disposal facility. The Contractor and Abatement Contractor shall bear all costs for all claims, damages, losses, and clean up expenses against Owner or the observation service, including but not limited to attorney's fees rising out of, or resulting from, asbestos spills on the site or spills en route to the disposal facility.
- I. Nonfriable Debris Disposal: Resilient floor tiles, and other nonfriable ACM will not be required to be disposed of as hazardous waste, unless they are made friable (RACM)

during demolition. Friability will be determined by the observation service or a representative of a regulatory agency.

4.6 AIR MONITORING AND TESTING

A. Area Air Monitoring:

1. Throughout removal, encapsulation, and cleaning operations, area air monitoring shall be conducted by the observation service to ensure that engineering controls and work practices minimize worker and public exposures to airborne asbestos fibers. Fiber counting shall be phase contrast microscopy (PCM) performed in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400 "A" counting rules.
2. The observation service shall report the area air monitoring results to the Abatement Contractor and Owner within 72 hours. If results are unsatisfactory, make changes in his engineering controls and work practices to assure compliance with these specifications. Unsatisfactory results are fiber counts within the work area in excess of the 0.1 f/cc or fiber counts outside the work area in excess of 0.01 f/cc.

B. Personal Air Monitoring:

1. Initial and periodic 8-hour TWA and 30 minute excursion limit air monitoring of worker exposures to airborne concentrations of asbestos fibers shall be conducted **by the Abatement Contractor** in accordance with Cal/OSHA requirements.
2. Once OSHA sampling requirements are satisfied the Contractor and/or Abatement Contractor shall conduct, as a requirement of this contract, not less than one personal air sample, twice per calendar week, to determine 8-hour TWA exposures and 30 minute excursion limit exposures of workers operating in each work area. Specifications required personal sampling is not necessary while the Abatement Contractor is conducting OSHA required sampling or when Type C Respirators are in use.
3. The Abatement Contractor shall report personal monitoring results to the observation service within 48 hours from the end of the work shift. Worker exposures to airborne asbestos concentrations shall not exceed the Permissible Exposure Limit (PEL) of 0.1 f/cc expressed in an 8 hour TWA or the 1 f/cc 30 minute period excursion limit.

C. Clearance Testing:

1. Clearance shall be by visual inspection:

4.7 REIMBURSEMENT OF COSTS OF THE OWNER OR THE OBSERVATION SERVICE

In the event that reviews and/or clearance testing by the observation service or regulatory agencies shows that the work area or any portion of the work area is not decontaminated or if the work is not in conformance with the specifications, Owner and the observation service will record all time, tests and project related expenses expended to monitor the work until the work is in compliance. All time, and expenses recorded by Owner and the observation service to monitor the above work, outside the project work days, work hours or specifications time shall, at the discretion of Owner, be paid for by the Abatement Contractor. The Abatement Contractor, promptly upon receipt of the billing from Owner or the observation service, shall reimburse Owner at the normal billing rate of

Owner or the observation service, or Owner is authorized to withhold funds from the specification sum.

4.8 STOPPING THE WORK

See Abatement Observation Services Section.

4.9 CLEANUP

Maintain a clean project site during and upon completion of the HazMat Work and Remodel Work. Cleaning shall be in accordance with the general conditions.

END OF SECTION

Appendix A

M³ Asbestos and Lead Results



August 11, 2021

Mr. Michael Brennan
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
805.431.2257 (c)

Via email:
michaelb@wallacegroup.us

Re: Limited Asbestos and Lead Inspection for the Exterior of the Seaside Fire Department Building Located at 1635 Broadway Avenue in Seaside, California.
M³ Project No. 21385.0 Task 1

Dear Mr. Brennan:

At your request, M³ Environmental LLC (M³) conducted limited inspections for asbestos-containing material (ACM) and lead-containing paint (LCP) of the exterior of the Seaside Fire Department building located at 1635 Broadway Avenue in Seaside, California. It is to M³'s understanding that the sampling was requested preceding repairs to the exterior surfaces. At your request the window caulk around the small west facing windows and the brown façade paint were inspected. All other materials/surfaces were excluded from this inspection.

The inspection was performed on July 30, 2021, by Mr. Chris Gatward, CAC No. 92-0216, and Principal of M³.

Building Description

The subject building was a single story, concrete fire station building. The areas sampled were the small west facing square windows and the wood façade.

Sampling and Analysis

Asbestos

A total of one ACM bulk sample was collected and analyzed by PLM using the EPA Method (600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Building Materials". Results of analysis are presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified or non-detect (ND).

Lead

A total of three paint chip or bulk samples were collected and analyzed for lead. The samples were analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMC Inc. in Phoenix, Arizona.

Results

The laboratory results of the materials sampled during the field investigation are included in the attached appendices.

Asbestos

The following materials were sampled and analyzed to determine if the materials contained detectable concentrations of asbestos:

Material No.	Material Description	Material Location	Asbestos Content
1	Window caulk	Small square windows	ND

Lead

The following materials were sampled analyzed to determine if the materials contained detectable concentrations of lead:

Sample No.	Color	Substrate	Component	Lead Content (wt% or ppm)
L1	Clear	Wood	Window caulk	BRL
L2	Brown	Wood	Façade	BRL
L3	Brown	Wood	Façade trim	BRL

Conclusions/Recommendations

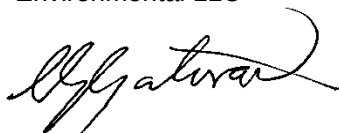
None of the materials tested were determined to contain detectable concentrations of asbestos or lead.

Limitations

A reasonable effort is made by M³ personnel to locate and sample suspect materials. However, for any facility the existence of unique or concealed hazardous material 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 M³ at 831.649.4623 with any questions.

Sincerely,
M³ Environmental LLC



Chris G. Gatward
Principal
California CAC No. 92-0216

Attachments:

Appendix A –Laboratory Results and Chain of Custody
Appendix B - Photographs

APPENDIX A
LABORATORY RESULTS
AND
CHAIN OF CUSTODY

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0258210

Bulk Asbestos Analysis by Polarized Light Microscopy

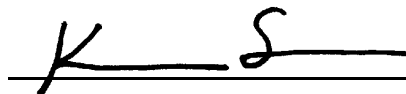
NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	21385.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	08/02/2021
	MONTEREY CA 93940	Date Analyzed:	08/04/2021
Collected:	07/30/2021	Date Reported:	08/04/2021
Project Name:	CITY OF SEASIDE-FIRE STATION	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	CHRIS GATWARD
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0258210-001 1A		Window Caulk, Gray	No	None Detected	Silicone Quartz Gypsum Binder/Filler 100%



Analyst - Kurt Kettler



Signatory - Lab Manager - Ken Scheske

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicated or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

CHAIN OF CUSTODY

EMC Labs, Inc.
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044

(800) 362-3373 Fax (480) 893-1726

LAB#:

258210

TAT:

2 days

Rec'd:

AUG 02 A.M.

COMPANY NAME:

M3 Environmental LLC

BILL TO:

(If Different Location)

9821 Blue Larkspur Ln, Ste 100

Monterey, CA 93940

CONTACT:

Chris Gatward

Phone/Fax:

(831) 649-4623

Email:

chris@m3environmental.com

Now Accepting: VISA - MASTERCARD

Price Quoted: \$_____ / Sample \$_____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

*****Prior confirmation of turnaround time is required**

****Additional charges for rush analysis (please call marketing department for pricing details)

****Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: (Bulk-PLM) [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]
(If you do not indicate preference, I will assume you want samples returned to me at my expense.)

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: City of Seaside - Fire Station

P.O. Number:

Project Number: 21385.0

[illegible]

SPECIAL INSTRUCTIONS:

Sample Collector: (Print) Chris Gatward

(Signature)

Relinquished by: UG Date/Time: 7/30/21 Received by: Diana Federico Date/Time: 8/2/21

Relinquished by: Diana Pedraza Date/Time: 8/2/24 ⁶³⁰ Received by: NAUG Date/Time: 8/2/24

Relinquished by: _____ Date/Time _____ Received by: [Signature] Date/Time: 6:30

**** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs. Rev. 09/01/08**



9830 South 51st Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726
emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #: L86736		DATE RECEIVED: 08/02/21	
CLIENT: M3 Environmental Consultants		REPORT DATE: 08/04/21	
		DATE OF ANALYSIS: 08/04/21	
CLIENT ADDRESS: 9821 Blue Larkspur Ln, Ste 100 Monterey, CA 93940		P.O. NO.:	
PROJECT NAME: City of Seaside – Fire Station		PROJECT NO.: 21385.0	

EMC # L86736-	SAMPLE DATE /21	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	07/30	L1	Window Caulk	0.010	BRL
2	07/30	L2	Brown Paint on Wood Façade	0.018	BRL
3	07/30	L3	Brown Paint on Metal Trim	0.012	BRL

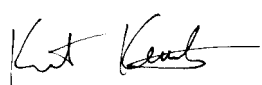
^ = Dilution Factor Changed * = Excessive Substrate May Bias Sample Results **BRL** = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results. EMC Labs, Inc. (ID 101586) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA-LAP, LLC) in the Environmental Lead accreditation program(s) for Paint, Settled Dust by Wipe, Soil and Airborne Dust Fields of Testing as documented by the Scope of Accreditation Certificate and associated Scope. AIHA-LAP, LLC accreditation complies with the ISO/IEC Standard 17025:2005. requirements.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

ANALYST: 
 Jason Thompson

QA COORDINATOR: 
 Kurt Kettler

APPENDIX B
PHOTOGRAPHS



Small west facing windows



Brown paint on façade



September 23, 2020

Mr. Dave Fortune
City of Seaside
440 Harcourt Avenue
Seaside, California 93955
831.899.6829 (t)

Via e-mail only:
dfortune@ci.seaside.ca.us

Subject: Limited Asbestos and Lead Sampling on the exterior of the Firehouse Located at 1635 Broadway Avenue in Seaside, California
M³ Project No. 20451.0 Task 1

Dear Mr. Fortune:

Attached are the laboratory analytical results for the limited asbestos containing material (ACM) and lead containing paint (LCP) sampling conducted on the exterior of the Firehouse located at 1635 Broadway Avenue in Seaside, California. It is to M³'s understanding the sampling as requested prior to exterior renovation activities. Onsite direction as provided by you via a phone conversation, and sampling was limited to the exterior of the building. The interior and roofing materials were excluded from the survey.

The inspection was performed on September 3, 2020 by Mr. Fuerst, California Site Surveillance Technician (CSST) No. 16-5747, California Department of Public Health (CDPH) Certified Lead in Construction Sampling Technician No. 29156, 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

Asbestos

A total of three ACM bulk samples were collected and analyzed by PLM using the EPA Method (600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Building Materials". Results of analysis are presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified or non-detect (ND).

Lead

A total of a paint chip sample was collected and analyzed for lead. The sample was analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMC Labs, Inc. in Phoenix, Arizona.

Results

The laboratory results of the materials sampled during the field investigation are included in the attached appendices.

Asbestos

Results for the suspect ACM bulk samples are as follows:

Material No.	Material Description	Material Location	Asbestos Content
1	Concrete wall texture	Exterior	8-10%

Lead

Results for the suspect LCP bulk samples are as follows:

Sample No.	Paint Color	Substrate	Component	Lead Content
L1	Off-white	Concrete texture	Exterior siding	BRL

Laboratory results and the Chain of Custody are presented in Appendix A.

Conclusions

- Asbestos was determined to be present in the concrete texture. If removed it must be removed and disposed of as hazardous waste by a registered asbestos abatement contractor.
- No lead was determined to be present.
- If any other suspect ACM or LCP not identified in this report is found during any renovation or demolition, work should cease and additional sampling and analysis should be performed to determine if the materials contain asbestos or lead.

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 LLC



Collin Fuerst
Environmental Technician
CSST No. 16-5747
CDPH No. 4012



Chris G. Gatward
Principal
CAC No. 92-0216

Appendix A – Laboratory Results and Chain of Custody

APPENDIX A

**LABORATORY RESULTS
AND
CHAINS OF CUSTODY**

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

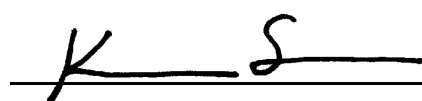
0242474

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONS.	Job# / P.O. #:	20451.0 T2
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	09/04/2020
	MONTEREY CA 93940	Date Analyzed:	09/08/2020
Collected:	09/03/2020	Date Reported:	09/08/2020
Project Name:	CITY OF SEASIDE-1635 BROADWAY AVE	EPA Method:	EPA 600/R-93/116
Address:	SEASIDE-LTD ACM/Pb	Submitted By:	COLLIN FUERST
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0242474-001 1A	EXTERIOR	Wall Texture, White/ Off White	Yes	Chrysotile 10%	Carbonates Mica Quartz Binder/Filler 90%
0242474-002 1B	EXTERIOR	Wall Texture, White/ Off White	Yes	Chrysotile 8%	Carbonates Mica Quartz Binder/Filler 92%
0242474-003 1C	EXTERIOR	Wall Texture, White/ Off White	Yes	Chrysotile 8%	Carbonates Mica Quartz Binder/Filler 92%



Analyst - Kenneth Scheske



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



9830 South 51st Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726
emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #:		L81912		DATE RECEIVED:		09/04/20	
CLIENT:		M3 Environmental Consultants		REPORT DATE:		09/08/20	
				DATE OF ANALYSIS:		09/08/20	
CLIENT ADDRESS:		9821 Blue Larkspur Ln, Ste 100 Monterey, CA 93940		P.O. NO.:			
PROJECT NAME:		City of Seaside -1635 Broadway Ave., Seaside -Ltd. ACM/ Pb		PROJECT NO.:		20451.0	
EMC # L81912-	SAMPLE DATE /20	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT		
1	09/03	L1	Off-White / Textured / Concrete	0.017	BRL		

^ = Dilution Factor Changed * = Excessive Substrate May Bias Sample Results **BRL** = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

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ANALYST:

Jason Thompson

QA COORDINATOR:

Kurt Kettler

Revised Nov 3, 2021

DIVISION 8 DOORS AND WINDOWS**SECTION 08 33 23.13****OVERHEAD RAPID COILING DOORS****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section Includes:
 - 1. High-speed, Overhead Rigid Coiling Door assemblies, at interior and exterior applications.
- B. Related Requirements:
 - 1. Refer to door callout notes on Contract Drawings for locations, quantities, and remarks, as well as general provisions of the Contract, General and Supplementary Conditions, and Division 01 which shall apply to the scope of this section.
 - 2. Related sections may include:
 - a. Section 26 00 00 – Electrical.

1.02 REFERENCES

- A. Abbreviations and Acronyms:
 - 1. HPD – High Performance Door(s).
 - 2. LOTO – Lockout-Tagout.
 - 3. ORCD – Overhead Rapid Coiling Door(s).
- B. Definitions:
 - 1. Activation Device – Any device used to initiate operation of the door.
 - 2. Control Panel – An enclosure that houses electrical controls for the door, also may be referred to herein as a Controller, or Control Box.
 - 3. Door Opening – The clear open width and height in a host wall.
 - 4. Door Size – Dimensional references to the size of Overhead Rapid Coiling Doors shall be described by the door opening size, and not the actual dimensions of the manufacturer's assembled product.
 - 5. Hand of Operation – The side on which the door operator is placed, as viewed from the coiling side of the door. It is either right hand (RH) or left hand (LH) operation.
 - 6. High Performance Door – A power-operated rolling, folding or sliding non-residential door, generally characterized by either 100 or more cycles per day or 40 or more inches per second opening speed, and typically made-to-order and/or designed for higher durability, and/or designed to break away due to equipment impact. High Performance Doors may be referred to herein as Overhead Rapid Coiling Doors.
 - 7. High Speed Door – A subcategory type of High Performance Door; a non-swing door used primarily to facilitate vehicular access of material transportation, having an automatic closing device, with a minimum average opening rate of 32-inches per second, (0.81 m/s) a minimum closing rate of 24-inches per second, (0.60 m/s). High Speed Doors may be referred to herein as Overhead Rapid Coiling Doors.
 - 8. Hood – A closure housing that mounts horizontally over the coil brackets, serving as an enclosure for the door header.
 - 9. Light Curtain (Grid) – An optical safety sensor that consists of a multi-point light-emitting transmitter and a light-receiving detector. If the beams of light are blocked by an obstruction, the sensor signals the operator to stop and/or reverse the door immediately.
 - 10. Operation Cycle – One complete cycle of a door begins with the door in the closed position. The door is then moved to the open position and back to the closed position.
 - 11. Operator: A powered mechanism that opens and closes a door also may be referred to herein as a Motor.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work of this Section with the respective trades responsible for installing interfacing and adjoining work for proper sequence of installation and ensure that the work performed hereunder is acceptable to such trades for the installation of their work.
2. Coordinate Overhead Rapid Coiling Door's operating controls with specified accessories, and activation devices.

1.04 SUBMITTALS

A. Product Data:

1. For each type and size of Overhead Rapid Coiling Door and accessory, include 3 set(s) details of construction relative to materials, dimensions, component connections, profiles and finishes. Provide rough-in diagrams, operating instructions and maintenance information. Include the following:
 - a. Setting Drawings, templates, and installation instructions for built-in or embedded anchor devices.
 - b. Summary of forces and loads on walls and jambs.
 - c. Motors: Show nameplate data and ratings.
 - d. Operation & Maintenance Manual.

B. Shop Drawings:

1. Coordinate scheduling of Shop Drawings submittal with submittals for related portions of work.
2. Take field measurements before preparation of shop drawings and fabrication of doors, where possible to enable proper fitting of the work. Allow for adjustments within specified tolerances wherever taking of field measurements before fabrication may delay work.
3. Include design drawings fully detailing each door assembly; indicate size, clearances, and load diagrams, construction details for head, jambs, and threshold; material types, sizes, shapes, thicknesses, joints and connections; hardware, horsepower, voltage, phase, and hertz; location of control devices and drive units; and all design and detail data for work of other trades affected by the installation of Overhead Rapid Coiling Doors.
4. Indicate pertinent dimensioning, anchorage methods, hardware locations, and installation details and include information for special components and installations not dimensioned or detailed in manufacturer's Product Data Sheets.
5. Wiring Diagrams: Detail wiring for power, signal, and control systems. Differentiate between manufacturer-installed and field-installed wiring and components provided by the door manufacturer and those provided by others.

C. Samples:

1. Submit 1 set(s) of sample door materials, made available upon request to the owner's representative, and Designer.
2. Submit selection color samples displaying manufacturer's full range of standard colors and finishes for initial selection by Designer.
3. Submit actual cross sectional metal door panel samples of colors and finishes available. Samples sizes to be not less than 3" (76mm) x 3" (76mm).
4. Submit 3 verification samples demonstrating actual materials, finishes, colors and textures of each selected Overhead Rapid Coiling Door model specified. Sample sizes to be 12" (305mm) long, 6" (152mm) x 6" (152mm), or full size as appropriate to materials.

D. Manufacturers' Instructions:

1. Overhead Rapid Coiling Door manufacturer shall indicate installation sequences, procedures, adjustments, and alignment procedures in written form.
2. Submit manufacturers' written installation procedures that shall be the basis for accepting or rejecting actual installation procedures.
3. In addition to installation methods, and guidelines, manufacturers' information shall include storage and handling requirements, preparation, site care, cleaning, and maintenance instructions and recommendations.

4. Maintain one copy of manufacturer's installation instructions on-site to be readily available upon request.

E. Qualification Statements:

1. Submit documentation to demonstrate installer's capabilities and experience working with Overhead Rapid Coiling Doors and accessories.

1.05 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data:

1. Follow and comply fully with manufacturer's scheduled maintenance program, including periodic required adjustments, suggested maintenance intervals, and retention of manufacturer's data sheets, and equipment inter-connection diagrams. Submit instructions to be followed in operating and maintaining components of Overhead Rapid Coiling Doors. Include a copy of instruction in Operation and Maintenance Data Manual. Refer to Division 01.

B. Warranty Documentation:

1. Include final executed warranty document as approved or accepted by Owner. Include a copy of warranty in Warranties and Bonds Manual. Refer to Division 01 7700 Closeout. Sign-off documents may be required to authorize product warranties, verify requirements prior to completion of work included in this section.

1.06 QUALITY ASSURANCE

A. Regulatory Agency Approvals:

1. Listing and labeling shall be provided for electrically operated fixtures specified in this section.
2. The terms "Listed" and "Labeled": as defined in NFPA 70, Article 100.
3. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7. Internationally recognized testing agencies may also be qualified as equivalent per the discretion of the Authority Having Jurisdiction on the Project.
4. Electrical door components shall be minimum UL standard compliant or have demonstrated equivalent compliance product safety standard testing (EN, BS, CSA, DIN, ISO) per manufacturer and acceptance by the Authority Having Jurisdiction.
5. Electrical control devices shall be minimum NEMA Type 4X compliant.

B. Qualifications:

1. Suppliers: Obtain Overhead Rapid Coiling Doors, including all components and accessories though one source, from a single manufacturer. Use only new doors, components and accessories for this project.
2. VOC Emissions: Provide low or zero VOC (volatile organic compound) off-gassing products. Limit the release of toxic emissions at the project site, especially indoors.
3. Installers: Engage experienced installers having demonstrated successful application on projects of similar scope and complexities for both installation and maintenance of units required for this project. Installers should be trained and authorized by the Overhead Rapid Coiling Door manufacturer to perform the work of this section.
 - a. Field Measurements: Verify field measurements are as indicated on shop drawings prior to beginning fabrication. Verify power supply conforms with overhead rapid coiling door electrical requirements prior to fabrication.
 - b. Coordination: Coordinate the work with installation of electrical power locations, and sizes of conduit.

1.07 DELIVERY, STORAGE AND HANDLING

A. Delivery and Acceptance Requirements:

1. Verify completeness of shipment upon receipt of materials. Confirm all delivery of all component parts with original shipping manifest.
2. Delivery of materials shall be in original rolls, packages, boxes or crates bearing the manufacturer's name, brand, model number, and installation location.

- B. Storage and Handling Requirements:
 - 1. Store all materials in dry locations with adequate ventilation, free from dust and water, and available for inspection and handling. Handle doors carefully to prevent damage. Remove damaged items that cannot be restored to the acceptance of the Owner's Representative and Designer, and replace with new items.
- C. Packaging Solid Waste Management:
 - 1. Wood Shipping Containers and Crates:
 - a. Verify all door components, parts, signage, labels, manuals and paperwork have been removed, unpacked, and are accounted for from shipping containers prior to processing for recycling or disposal.
 - 2. Minimize waste and divert materials from landfills.

1.08 WARRANTY

- A. Manufacturer Warranty:
 - 1. Manufacturer's standard form in which manufacturer and installer agree to repair or replace Overhead Rapid Coiling Door assemblies, components, and accessories that fail in materials or workmanship within specified warrantee periods.
 - 2. Warranty Period: Provide the following:
 - a. Beginning Coverage: The period of warranty shall start from the date of shipment of the product to the customer and shall cover a period as described herein.
 - b. The motor is guaranteed against defects in materials and workmanship for a period of 5 full years (excludes catch system). All other mechanical and electrical components are warranted against defects for a period of 2 full years. Products with less than a 5 & 2-year warranty will not be accepted. During the warranty period, labor is covered for the first year.
 - c. Missing Parts Claims: Valid for one week, effective from date of delivered receipt of product.
 - 3. Intended Use: Overhead Rapid Coiling Doors are used to close openings in walls for through-traffic and accelerate the flow of materials, to safely close rooms, to make machines safe and secure, to conserve building systems energy consumption, to improve indoor environmental quality, comfort and control. Any other or further use is regarded as non-intended use.
- B. Extended Correction Period:
 - 1. The Installer's work shall carry a minimum warranty term of one year from completion for craftsmanship, labor, repairs, adjustments and corrections made to the Overhead Rapid Coiling Door upon completion of installation.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers:
 - 1. Subject to compliance with requirements, provide Overhead Rapid Coiling Door assemblies as manufactured by the following or approved equal.
 - a. Manufacturer List:
 - 1) Hörmann High Performance Doors:
 Manufacturer of Overhead Rapid Coiling Doors: Hörmann Flexon LLC.,
 Starpointe Business Park, 117 Starpointe Boulevard, Burgettstown, Pennsylvania 15021-9506
 Toll Free: (800)-365-3667 / Phone: 724-385-9150
 Fax: (724) 385-9151 Attn: Inside Sales
 Website: www.hormann-flexon.com / Email: sales2@hormann.us
- B. Products Options:
 - 1. Provide the following as to be considered the basis of design:
 - a. High Performance Door Model: Steel Ranger™ Series – Model 9000 L.

C. Substitution Limitations:

1. Equal product may be submitted for approval by owner as part of bid package, use contract form document 00 6325

2.02 DESCRIPTION

A. High Performance Doors:

1. Referred to henceforth as Overhead Rapid Coiling Doors; including the following characteristics:
 - a. Opening speed of 40 inches per second (1 m/s) and/or 100 operating cycles per day, minimum.
 - b. Non-residential, electrical powered operation.
 - c. Operators (motors), Activation devices, Control devices, Guide Tracks, Hoods and closures, Accessories, Conduits and wiring from electric circuit disconnect to operator to control device.

B. Overhead Rapid Coiling Doors:

1. Meeting all of the following three:
 - a. Made-to-order for exact size and custom features.
 - b. Designed to reasonably withstand impact and accommodate convenient on-site repair procedures.
 - c. Designed to sustain heavy usage with minimal maintenance downtime.

2.03 PERFORMANCE / DESIGN CRITERIA

A. Life Safety Performance Requirements:

1. Overhead Rapid Coiling Doors shall not be considered for a legal means of egress per ICC/IBC Ch.10 Means of Egress.

B. Design and Configuration Requirements:

1. Overhead Rapid Coiling Door size configurations (per manufacturer's guidelines):
 - a. ~~Width 12'-0" x 14'-0" high.~~ Width 11'10" x 13'5" High
2. Overhead Rapid Coiling Door curtains may be configured with the following slat arrangements:
 - a. Door openings up-to their maximum clear width, and maximum clear height:
 - 1) Require 4 solid slats at the top of the door curtain, 4 solid slats at the bottom of door curtain, plus 1 Bottom Profile slat with weather seal edge. Remaining door curtain slats may be configured with vision slats. Vision slats contain 7 double-pane window portals (6-1/4" wide, 2-7/8" high), spaced at 8-1/4" on center apart. The window portals shall be centered on the width of the slat.

C. Structural Performance Requirements:

1. Provide Overhead Rapid Coiling Door assemblies capable of withstanding the effects of gravity loads and the following loads and stresses without evidencing permanent deformation of the door components.
2. Resistance to Wind Load: Uniform pressure (velocity pressure) acting inward (pressure) and outward (suction) of wind acting normal to plane of wall as determined in accordance with ASTM E330-02, FBC-TAS 202-94, or ANSI/DASMA 108-2012, Exposure B:
 - a. Door widths up to 16'-0" (4.87 m): 20.0 psf., or 88 mph / 142/ km/h Max.
3. Proven reliable engineering principals may be used to interpolate or extrapolate test results to door sizes not specifically tested.
4. Windborne Debris Resistance: If required, may be determined in accordance with either ANSI/DASMA 115 or FBC-TAS 201/203.
5. Seismic Performance Requirements: Overhead Rapid Coiling Doors are to be installed mounted to building structure (wood, steel, masonry, or concrete) and shall withstand the effects of earthquake motions determined according to ASCE 7-10.
6. Vibration Tolerance (external/internal sources): Acceptable values for continuous and impulsive vibration acceleration m/s² (1-80 Hz.):

- a. Continuous Vibration: Preferred 0.04 Z-axis, 0.029 X and Y-axis. Maximum 0.080 Z-axis, 0.058 X and Y-axis.
 - b. Impulsive Vibration: Preferred 0.64 Z-axis, 0.46 X and Y-axis. Maximum 1.28 Z-axis, 0.92 X and Y-axis.
 - c. Intermittent Vibration: Preferred 0.80. Maximum 1.60.
- D. Operation-Speed Requirements:
 - 1. Design Overhead Rapid Coiling Door to perform open cycle operation with a variable rate of speed, no less than 45 in./sec. (1.14 m/s) and close cycle operation at 30 in./sec. (0.76 m/s).
- E. Operation-Cycle Requirements:
 - 1. Design Overhead Rapid Coiling Door materials and workmanship to act for a period of 5 full years minimum, and all other mechanical and electrical components for a period of 2 full years minimum, but not less than 500,000 cycles and for 685 cycles per day. Products not meeting a 5 / 2-year warrantee will not be accepted. Product cycle life may be determined in accordance with ANSI/DASMA 109.
- F. Headroom Dimensional Clearance Requirements:
 - 1. Headroom clearance shall be measured perpendicular from directly above the door head opening, and corresponds to the top of the roll tube brackets above each guide track:
 - a. Door openings up to 14' - 0" high, HR = 24-½" .
- G. Thermal Resistance (R-value of Door Section) Requirements:
 - 1. Provide Overhead Rapid Coiling Door panel sections with R-value of no less than 8.0 (K×m²/W) calculated in accordance with procedures outlined in DASMA TDS-163. Panel Sample: 14' - 0" (4.26 m) long, 9-7/8" (250 mm) tall, 1-5/8" (42 mm) thick, Primary Panel Type: Solid.
- H. Heat Transfer Coefficient (U-value) Requirements:
 - 1. Provide Overhead Rapid Coiling Doors with U-value of the door assembly no greater than 0.125 (W/m²×K) calculated in accordance with procedures outlined in either DASMA TDS-105 or NFRC 100/102. Door Sampled: 14' - 0" x 14' - 0" (4.26 x 4.26 m), 16 solid panels, 1 bottom profile panel.
- I. Air Infiltration (Air Leakage) Requirements:
 - 1. Provide Overhead Rapid Coiling Doors with minimum resistance to air permeability (sill, jamb, and header) value 0.6 cfm. / ft.² (1.02 m³h/m²), Class 2 at a minimum pressure difference of 75 Pa at a 18.2 m² (196 ft²) opening per test EN 12427 or ASTM E283 with ANSI/ NFRC 400-2014. No air leakage shall be detected between panel joints.
- J. Water Tightness Requirements:
 - 1. Provide Overhead Rapid Coiling Doors with water tightness meeting minimum value of Class 2, with 15 minutes of water spray at a pressure difference of 55 Pa per test EN 12489 or ASTM E547.
- K. Acoustic Insulation Requirements:
 - 1. Provide Overhead Rapid Coiling Doors with minimum through curtain acoustic performance value STC 26, R_w 22 dB; OITC 24, and installed system acoustical performance value STC 30, R_w 26 dB; OITC 19 as per test method ISO 140-3 or ASTM E90.
- L. Visible Transmittance Requirements:
 - 1. Provide Overhead Rapid Coiling Doors that include vision panels with a minimum allowance of visible light transmitted at 0.91 (T_{vis}) calculated in accordance with procedures outlined in ANSI/ NFRC 200-2014.
- M. Solar Heat Gain Coefficient Requirements:
 - 1. Provide Overhead Rapid Coiling Doors that include vision panels with a minimum resistance to solar heat gain of 0.75 (SHGC) calculated in accordance with procedures outlined in ANSI/ NFRC 200-2014.

N. Safety Performance Requirements:

1. Provide Overhead Rapid Coiling Door assemblies with Light Curtain systems, to be included with guide tracks, and shall allow the door to close normally but shall reverse the door if any obstruction breaks the light beam grid. Fully comply with UL 325, Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems. Products not including this technology will not be accepted.
2. Provide Overhead Rapid Coiling Doors lower than 8' - 0" clear opening height with a Hood Enclosure to limit unintended contact with spiral operation of the door.

O. Control Device Requirements:

1. Provide Overhead Rapid Coiling Door Assemblies capable of plug-and-play or Smart Start™ electrical connections to simplify installation. Fully comply with UL 508, Standard for Industrial Control Equipment. Products not including this design feature will not be accepted.

2.04 OPERATION

A. Operators:

1. Electric Door Operators, Drive System:
 - a. Coordinate wiring requirements and electrical characteristics of motors, control panels and activation devices with building electrical system.
 - b. Comply with standards for NEMA Type 3 / IEC IP54 enclosures, NEMA MG-1 Class A insulated systems, and NFPA 70, Class 2 Control Circuits.
 - c. Provide the following as to be considered the basis of design:
 - 1) Manufacturer: GfA Elektromaten GmbH & Co. KG, Series: "Safedrive" Elektromaten SI, Type / Model: SG 85F / SI 19.85
 - d. Performance / Design Criteria:
 - 1) Output Torque: 1690 lb.-ft. In. (190 Nm).
 - 2) Output Speed: 85 rpm.
 - 3) Built-in, anti-fallback safety brake device integrated with operator worm gear.
 - 4) Emergency Manual Operation: Hand chain operator (standard).
 - 5) Digital Limit DES: Absolute encoder, no adjustment required after a power interruption event.
 - 6) Mounting: Floating foot (standard).
2. Electrical Disconnect Equipment:
 - a. Provide one Electrical Disconnect Device (switch) for each Overhead Rapid Coiling Door installed.
 - b. Electrical Disconnect Equipment is separate from the door product and is not provided by the Overhead Rapid Coiling Door manufacturer.
 - c. Install at no further than a maximum of 100' - 0" (30.5 m) run-of-wire from the door serviced; 12-gauge wire must be installed for remote installation applications.
 - d. Provide the following power service to the Electrical Disconnect Device:
 - 1) Recommended: 3-Phase (Wye), 440vAC-480vAC, 60Hz, 20A (alternatively 208vAC-240vAC, 60Hz, 20A).

B. Controls:

1. Door Control Devices:
 - a. Provide one manufacturer's supplied Door Control Device per overhead rapid coiling door. Controller to include all opening and closing logic, and all safety related logic.
 - 1) Controls should include, remote opener per door, up/down/stop switch on wall, bay door #6 should also include connected to keyed switch at exterior, all doors must contain ability to be controlled by future automatic alarm system.
 - b. Regulatory: UL / cUL listing is required.
 - c. Type: 5 kW variable frequency drive (VFD), fully programmable controller.

d. Product Options:

Provide one of the following type as to be considered the basis of design:

- 1) Control Panel: (Standard equipment) Three-Phase Model: Hörmann AK500FUE-1 Smart Start™ NXT.

Housing (W x H x D): 11-5/8" x 5-3/4" x 8-1/8" (295 x 400 x 208 mm).

Polyester powder coat paint, baked-on steel, Color RAL 7035 Light Grey, all surfaces (Standard), alternatively, Stainless Steel, polished.

NEMA Type 4X / IP66 compliant, UL/cUL listed.

- e. Functions: Adjustable automatic closing timer, programmable limit switch, tamper-proof cycle counter, quick-connect, plug-&-play wired connections, color-coded wiring distribution block accepting activation and protection device wiring, factory predrilled holes for main power cabling feed-through at bottom of enclosure.
 - f. Factory pre-wire Control Panel for on-site installation with Electric Door Operator.
 - g. Installation: Upright, vertical orientation only, using wall bracket on back of housing. Mount at no further than a maximum direct visual radius of 15ft. (4.5m) from the associated Electrical Disconnect Device. Control Panels may be mounted recessed / flush optionally, see Drawings and Door and Hardware Schedule for coordination.
 - h. Triple Push Button Control Station (Recommended Equipment): Momentary contact 3 button activation control with push buttons labeled 'OPEN', 'STOP', and 'CLOSE' as located remotely from the door Control Panel. Quantities, selection and mounting to be as indicated on Drawings and Door and Hardware Schedules..
 - i. Encoder: Control Panel shall use an Encoder to regulate travel limits.
 - 1) Door limits to be adjustable without the use of tools from floor level at the Control Panel.
 - 2) Doors using mechanical limits switches or doors that require tools to set the limits will not be accepted.
 - j. Operation Interface:
 - 1) Language interface shall be English for delivery unless noted otherwise in the Contract Documents or reviewed submittals.
 - 2) Include self-monitoring and self-diagnostic features and dot-matrix vacuum fluorescent display to provide quick and straightforward information.
 - 3) The controller shall include front panel mounted items; open and close push buttons, emergency stop push button, reset buttons and integrated hazardous energy controls (lockout-tagout power disconnect feature).
 - 4) USB Port: Door control devices shall include additional ports on the control board for future expansion and firmware upgrades. Include industrial grade USB port and portable 4 GB USB storage device (flash drive) for downloading door maintenance and monitoring logs, rated for ambient temperatures 32°F to 158°F (0°C to 70°C). Continuously monitor activities and operations of door for a minimum of three (3) years encrypted data including, errors, faults, with date and time stamps. Control devices not meeting the diagnostic capabilities will not be acceptable for substitution.
2. Activation Devices:
- a. Object Detection: Provide the following activations (per door, see Door and Hardware Schedules for locations, quantities and types).
 - b. Mount actuating control devices in compliance with any applicable accessibility codes and regulations in the jurisdiction having authority, including any required audible alarms and visual indicator lights.
 - c. Object detection and door activation shall be a radar motion and presence sensor system and shall include standoff mounting brackets, and associated radar remote controls.
 - d. Overhead Rapid Coiling Doors to be ready to receive compatible security radio frequency (RF) access card reading devices.
- C. Operation Sequences:
- 1. Interlock Connection: A protocol sequence of operation between two Overhead Rapid Coiling Doors in a series, whereby the first door opens to allow access to an interstitial space, then closes before the second door in the series will open, thus providing securely controlled access between two separated environments. Each ORCD Control Panel is wired in tandem using a normally OPEN input to activate when the opposite door is NOT in a CLOSED position.
 - 2. Drive unit shall be electrically operated, and equipped with a minimum 3-phase variable speed direct-drive motor of continuous duty and have positive brake release for manual override operation. The motor and gearbox shall be designed for high cycle operation. Door position shall be controlled by top and bottom limit

switch. Basic operation features manual disengagement buttons to place door in manual operation mode. A safety disengagement push button shall be included with the disengagement mechanism. Drive assembly shall include back up safety top and bottom limits. Other basic operating features shall include inverter for soft start and stopping, automatic closing timer, emergency stop, one actuating push button.

3. Coordinate alternative actuation means by motion / presence detector or pull cord per Door and Hardware Schedule (standard: push button).
4. Emergency Operation / Disconnect Device:
 - a. Emergency operation shall be via manual disconnect of power to the motor and chain hoist for manual opening of the door. Hand crank operation will not be acceptable. Provide hand-operated disconnect or mechanism for automatically engaging sprocket-chain operator and releasing brake for emergency manual operation while disconnecting motor, without affecting timing of limit switch. Mount disconnect and operator so they are accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

2.05 MATERIALS

A. Guide Tracks:

1. Fabricated jamb guides to be constructed with manufacturer's standard heavy-duty materials arranged to meet the specified performance criteria; allowing door panels to operate smoothly as follows:
 - a. Continuous, vertical-oriented Guide Tracks must be a one-piece
 - b. Guide Tracks shall be 13-gauge, extruded anodized aluminum profiles, and include an external installed 8'-0" (2.4 m) high, light grid entrapment protection system.
 - c. Guide Tracks are not self-load bearing of the door weight, and shall be installed directly to building structure for proper support.
 - d. Top Guides (2): Provide one Rigid, Black PVC Top Guide installed at the top of each Guide Track which shall channel a smooth transition of door slats as fed down from the roll tube, into the Guide Tracks.
 - e. Provide Guide Tracks with rubber weather strips to seal against interior and exterior faces of door curtain.
 - f. Provide 1-½" x 2-⅝" (38.0 x 67.0 mm) Galvanized Steel Cable Duct(s) installed near door jambs as required for cable management of the ORCD. Cable Duct length to be determined per height of the door (opening).

B. Entrapment Protection Equipment: Light Curtain System

1. Entrapment Protection Equipment shall comply with the intent, and practices of UL 325 Standard for Safety, Door, Drapery, Gate, Louver, and Window Operators and Systems.
2. Safety Systems: Provide the following without exception:
 - a. In-Line Light Curtain System: 8'-0" (2.4 m) tall, installed at the outside jamb face of guide tracks. Light curtain systems shall consist of a self-contained transmitter and receiver detector. The transmitter and receiver are positioned on opposite sides of the door opening, in-plane with the door curtain. Accommodate door opening widths from 3'-0" (0.9 m) up to 32'-0" (9.75 m). House detectors in an IP67 (occasional submersion) rated, weather resistant aluminum profile. Space light beams at 1 ¾" (45.0 mm) equal and parallel intervals.
 - b. The light curtain system shall be installed to the outside face of each guide track and allow the door to close normally but stop motion immediately, then reverse the door if any object breaks the light beam grid. Photoelectric sensors and electric reversing edges shall not be accepted as primary entrapment protection equipment.
 - c. Product Options:
Provide the following as to be considered the basis of design:
 - 1) Light Curtain System: (Standard equipment) Telco Sensors, Model: SGT /R 1-200 Space-Guard™ SG 1, as provided by door manufacturer with the Overhead Rapid Coiling Door.

C. Door Header, Roll Tube, Support and Bearing Mechanisms:

1. Headers: Provide the following Header assemblies:

- a. Roll Tube: Provide a 6-¼ inch (158.75 mm) diameter hollow barrel Roll Tube fabricated of high strength hot-dipped galvanized G90 (0.9 oz./ft²) steel with a minimum wall thickness of 0.188-inches (4.8 mm). Door Curtain shall be delivered pre-assembled, coiled around the Roll Tube.
 - 1) Roll Tube to comply with standard ASTM A513-15.
 - 2) Roll Tube deflection shall be limited to 0.01-inches per foot and shall not exceed 0.14-inches over the entire length.
- b. Tube Support Bracket: Provide one, Tube Support Bracket per the non-motor side, jamb, fabricated of eighth-inch (3.175 mm) thick galvanized sheet steel components. Tube Support Bracket shall accommodate support and rotation functions for the Roll Tube.
 - 1) Fit the Tube Support Bracket with a heavy-duty self-aligning bearing and cast iron housing. Two-inch (51.0 mm) shaft bearings shall be rated at 10,800 lbs. dynamic, and 6,400 lbs. static loads.
- c. Motor Support Bracket: Provide one, Motor Support Bracket per the motor/drive side, jamb, fabricated of eighth-inch (3.175 mm) thick galvanized sheet steel components. Motor Support Bracket shall accommodate support and rotation functions for the Roll Tube, and support and mounting of the motor/operator unit.
 - 1) Fit the Motor Support Bracket with a heavy-duty self-aligning bearing and cast iron housing. Two-inch (51.0 mm) shaft bearings shall be rated at 10,800 lbs. dynamic, and 6,400 lbs. static loads.
- d. Bearing Bracket Plate: Provide one, sixteenth-inch (1.58 mm) galvanized steel Bearing Bracket Plate per the non-motor side, jamb. Bearing Bracket Plate shall assist in alignment of the Roll Tube and Support Bracket assembly with the Guide Tracks and provide connection between the two major assemblies of the door.
- e. Motor Bearing Bracket Plate: Provide one, sixteenth-inch (1.58 mm) galvanized steel Motor Bearing Bracket Plate per the motor/drive side, jamb. Motor Bearing Bracket Plate shall assist in alignment of the Roll Tube and Support Bracket assembly, carry the motor/operator unit, and coordinate with the Guide Tracks to provide connection between the two major assemblies of the door.

D. Door Curtain Counterbalance Assemblies:

1. Overhead Rapid Coiling Doors (in this section) shall not require counterbalance or panel tensioning systems, or require cables, chains, straps, springs, or pulleys to operate. No exceptions shall be considered.

E. Weather Seals:

1. Provide the following manufacturer's standard assemblies:
 - a. Twin rubber seals within the guide tracks.
 - b. Non-contact lintel seal shall be provided for the full width of the top of the door. Substitutions will not be accepted.
 - c. Provide a rubber, field serviceable seal for the Bottom Profile Panel of the door to ensure close fit with uneven thresholds and floors.

F. Door Panels:

1. Refer to Drawings including Floor Plans, Sections, Elevations, Detail Drawings, Door and Hardware Schedules for basis of design, intended panel configurations, types, options, and remarks.
2. Fabricate Overhead Rapid Coiling Door panels of heavy-duty materials, designed to withstand wind loading indicated, in a continuous length for width of each door opening (without splices). Unless otherwise indicated provide panel material thickness recommended by door manufacturer for performance, size, and type of door indicated, as follows:
3. Primary Slat Type:
 - a. Solid Slat(s): Decotherm® interlocking concentrically curved (profile) insulated steel slats. Materials to be minimum 29-gauge steel, hot-dipped galvanized, with sandwich mold-injected chlorofluorocarbon (CFC) free, rigid closed-cell urethane insulation having no voids or air pockets in sections. Interior side of slats

shall include abrasion pads adhered to face, number and spacing to be determined from door size by manufacturer protocol. Lighter weight (less structurally capable), slats will not be accepted.

- 1) Sectional Dimensions: (Overall) 4- $\frac{1}{4}$ " high, 1" thick (108.0 x 25.4 mm).
 - 2) Sectional Dimensions: (Visible face) 3- $\frac{5}{8}$ " high, (Average material thickness) $\frac{5}{8}$ " thick (92.0 x 16.0 mm).
 - 3) Finish: Solid panel exterior and interior faces to be powder coat painted, with Micrograin™ texture.
 - 4) Color: RAL 9006, White Aluminum. ~~(Optional Colors: As selected from RAL Classic color system).~~
 - 5) Abrasion Pads: Black, Polyurethane Foam, 6" wide, 2" high, $\frac{5}{8}$ " thick (152.4 x 51.0 x 16.0 mm). Minimum two per slat, adhered to interior face.
4. Optional Slat Types (refer to Drawings for design intent per door type):
- a. Vision Slat(s) with Window Portals: Decotherm® interlocking concentrically curved (profile) insulated steel slats including inset Duratec® coated, clear double-pane acrylic windows with black rigid PVC frames. Solid Slat materials to be minimum 26-gauge steel, hot-dipped galvanized, with sandwich mold-injected chlorofluorocarbon (CFC) free, rigid closed-cell urethane insulation having no voids or air pockets in sections. Interior side of slats shall include abrasion pads adhered to face, number and spacing to be determined from door size by manufacturer protocol. Lighter weight (less structurally capable), slats will not be accepted. Provide Slats to be configured in door curtain as indicated on Drawings, and Door and Hardware Schedules.
 - 1) Sectional Dimensions: (Overall) 4- $\frac{1}{4}$ " high, 1" thick (108.0 x 25.4 mm).
 - 2) Sectional Dimensions: (Visible face) 3- $\frac{5}{8}$ " high, (Average material thickness) $\frac{5}{8}$ " thick (92.0 x 16.0 mm).
 - 3) Window Dimensions: 6- $\frac{1}{4}$ " wide, 2- $\frac{7}{8}$ " high, $\frac{3}{4}$ " thick. $\frac{1}{2}$ " airspace (158.75 x 73.0 x 12.7 mm).
 - 4) Window Portals Configuration: Vision slats shall contain 7 double-pane window portals (6- $\frac{1}{4}$ " wide, 2- $\frac{7}{8}$ " high), spaced at 8- $\frac{1}{4}$ " on center apart. The grouping of window portals shall be center justified on the width of the slat.
 - 5) Finish: Slat exterior and interior faces to be powder coat painted, with Micrograin™ texture. Windows: Abrasion resistant acrylic vision components: Single-side coated, optical mar resistant (MR), colorless acrylic.
 - 6) Color: RAL 9006, White Aluminum. (Optional Colors: As selected from RAL Classic color system).
 - 7) Abrasion Pads: Black, Polyurethane Foam, 6" wide, 2" high, $\frac{5}{8}$ " thick (152.4 x 51.0 x 16.0 mm). Minimum two per slat, adhered to interior face.
5. Other Types (included standard):
- a. Bottom Profile: Provide Bottom Profile consisting of an interlocking flat-faced extruded aluminum slat, 1-inch (25.4 mm) overall thick, 4- $\frac{5}{8}$ -inches (41.3 mm) high, including compressible rubber weather seal at base. Materials to be extruded anodized aluminum with minimum 0.0625-inch walls. Provide a $\frac{3}{4}$ -inch (19.0 mm) thick, 1- $\frac{1}{8}$ -inches (29.0 mm) high, replaceable, self-adjusting, continuous, compressible gasket loop of flexible EPDM weatherproofing material. Do not provide fail-safe type automatic reversing edge mechanism in bottom profile. Bottom Profile finishes to coordinate with Primary Panel Type finishes.

2.06 FABRICATION

A. Factory Assembly:

1. Do not fabricate doors until all specified submittal materials have been reviewed, processed, and returned by the Designer.

B. Safety Labeling:

1. 'High Performance Door Warning Label' Affix to one guide track vertically at a readable height, (5-feet) (1.5 m) above the bottom of track, to the interior side of the door. Safety labeling shall provide users of the product with helpful safety information. Labels shall conform to ANSI – Z535 regarding standards for content and format of product safety labeling. It is important to recognize that, in accordance with the aforementioned

standards, the word “WARNING” on an orange background indicates serious injury or death could occur from the hazard stated on the label. Product safety labels should be periodically cleaned as necessary to maintain good legibility for safe viewing distance. Replace labels no longer meeting legibility requirements. Use DASMA created labels, thereby warning of hazards associated with an Overhead Rapid Coiling Door. A list of instructions shall be given on the label pertaining to safe operation. Refer to DASMA technical data sheet # 402 for complete information.

2.07 FINISHES

A. General:

1. Comply with NAAMM’s “Metal Finishes Manual for Architectural and Metal Products” for recommendations for applying and designating finishes.
2. All components of Overhead Rapid Coiling Doors shall be factory finished.

B. Appearance of Finished Work:

1. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples submitted. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples submitted and are assembled or installed to minimize contrast.

C. Finishing System:

1. Toxicity: Solvent coating systems are not permitted. Electroplated coating systems are not permitted.
2. Finish for steel overhead rapid coiling door components shall be those provided by the manufacturer only, on-site or field finishing shall not be approved.

2.08 ACCESSORIES

A. General:

1. Refer to Drawings including Floor Plans, Sections, Elevations, Detail Drawings, Door Schedules for basis of design for accessories, intended configurations, types, options, and remarks for Overhead Rapid Coiling Door accessories.

B. Activations Cable:

1. M8 4-pin Male Plug quick connect cable-end fittings and 49’ - 2” (15.0 m) long, 4-wire PVC cable. Connects Manual Operated Actuator Device to Overhead Rapid Coiling Door Distributor Cable at door head.

C. Adhesives for Site Installation:

1. Toxicity/Indoor Environmental Quality – Comply with applicable regulations regarding toxic and hazardous materials, Green Seal GS-36 Standard for Commercial Adhesives.

D. Hood (Motor and Roll Tube Enclosure):

1. Form to entirely enclose coiled curtain slats and operating mechanism at opening head and act as weather stop (exterior). Contour to suit with end brackets to which Hood shall be attached. Roll and reinforce top and bottom edges of sheet metal construction. Provide closed ends for surface mounted Hoods and fascia for any portion between jamb and the wall face. Provide intermediate support brackets as required to prevent sag.
2. Fabricate Hoods of hot-dipped galvanized G90 (0.9 oz./ft²) steel sheet, complying with ASTM A653, and not less than 0.06-inch thick.
3. Shape as indicated on Drawings. See Door and Hardware Schedule for locations, quantities, and sizes. Coordinate finishes, including non-standard paint color selections for the Hood with other door component finishes, as approved by the Designer prior to fabrication.
 - a. Optional Color Finish: Include phosphate treatment with baked-on polyester powder coat paint, minimum 2.5 mils (0.065 mm) cured film thickness; ASTM D3363 pencil hardness: H or better. Color as selected by Designer from manufacturer’s standard color range, RAL Classic color system.

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E. Manually Operated Push Buttons, Pull Cord Actuators:

1. ~~Single Push Button: MMTc Inc. – 1BX, Exterior Control Station. 4 1/2" x 4" x 2 1/2" (115 x 102 x 64 mm) (L x W x D) Aluminum surface mounted enclosure, NEMA Type 4 rated. One button control. Normally open. Button: 125/250vAC, 6A.~~
2. ~~Double Push Button: MMTc Inc. – 2BX, Exterior Control Station. 4 1/2" x 4" x 2 1/2" (115 x 102 x 64 mm) (L x W x D) Aluminum surface mounted enclosure, NEMA Type 4 rated. Vertically aligned, two button control. 'Open': Normally open, 'Close': Normally open. Button: 125/250vAC, 6A.~~
3. Triple Push Button: MMTc Inc. – 3BX, Exterior Control Station. 4 1/2" x 4" x 2 1/2" (115 x 102 x 64 mm) (L x W x D) Aluminum surface mounted enclosure, NEMA Type 4 rated. Triangular pattern, three button control. 'Open': Normally open, 'Close': Normally open, 'Stop': Normally closed. Button: 125/250vAC, 6A.
4. ~~Mushroom Push Button: MMTc Inc. – 1MHD, Mushroom Head Control. 3 1/2" x 3 1/2" x 3" (89 x 89 x 77 mm) (L x W x D) Aluminum surface mounted enclosure, NEMA Type 4 rated. Momentary contact, Red push button. Normally open & Normally closed. Button: Double pole contacts, 240vAC, 3A.~~
5. Pull Cord Actuator (Open Only and Open/Close): MMTc Inc. – CPM-1, Exterior Ceiling Pull Switch. 4" x 3 3/4" x 2 1/2" (102 x 96 x 64 mm) (L x W x H) Aluminum surface mounted enclosure, NEMA Type 4 rated. Plastic handle with nylon cord lanyard attached to rotating and pivoting cam to accommodate angle of pull. Single pole-single throw (SPST) 125vAC, 15A.

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F. Remote Control Devices:

1. Remote Control Unit (door control activation device): BEA Inc. – '900 MHz Wireless Family', Long range, frequency hopping, 908 - 918 MHz compact wireless transmitters & receiver. Wireless activation for the Overhead Rapid Coiling Door control. Handheld transmitter: 10TD900HH1, 2, or 3 (button options) 2-3/4" x 1-1/2" x 1/2" (70 x 38 x 13 mm) (L x W x D). Receiver module 10RD900, (installed internal to Control Panel). Up to 75 transmitter units available per receiver module.
2. Remote Sensor Adjustment Receiver (use with touchless actuators only): BEA Inc. – 10REMOTE, Universal Remote Control. Infrared hand-held digital, transmitter / receiver system used to assist in set-up and adjustment of activation sensors for the overhead Rapid Coiling Door. Ability to remotely change sensor pattern size, detection mode, learn time, sensitivity, as well as lock/unlock sensor settings.

G. Safety Equipment:

1. 24-Hour Timer (On / Off): IDEC Inc. – RTE-P1AD24, Multi-Function Timer. 1-1/2" x 1-1/2" x 3" (38 x 38 x 77 mm) (L x W x D) 8-pin multi-mode power triggered Analog Timer. 10 timing functions, with 'On' and 'Timing Out' LED indicators for setting operational hours and limits for the Overhead Rapid Coiling Door. Aluminum surface mounted enclosure. IP40 rated. Supply Voltage: 24vAC, 6.5A.
2. Emergency Stop Mushroom Push Button: MMTc Inc. – 1MHL, Exterior Mushroom Head Control w/ Maintained Contact. 3-1/2" x 2-3/4" x 2-1/2" (89 x 76 x 64 mm) (L x W x D) Aluminum surface mounted enclosure. NEMA Type 4 rated. Latching contact, Red push button with 'EMERGENCY STOP' white lettered text. Normally open. Button: Double pole contacts, 240vAC, 3A.
3. Photoelectric Sensor (Photo Eye): Banner Engineering Corp. – QS18, All Purpose Photoelectric Sensor. 1-1/2" x 3/4" x 1" (38 x 19 x 26 mm) (L x W x D) ABS/Acrylic, Yellow enclosure. Infrared laser entrapment protection sensor consisting of an emitter, single beam of light, and receiver installed external to the jamb-side face of each guide track. When the beam is interrupted a detection signal is sent to stop the operation of the door. NEMA Type 6 rated. Supply Voltage: 10-30vDC, 25mA.
4. Stack Light: Banner Engineering Corp. – CL50YXX2ALSPQ-85100, Column Light: 1-color sealed loud audible w/ flash input. 2" x 2" dia. X 6-1/2" (51 x 51 x 165 mm) (L x W x H) ABS/PC surface mounted enclosure. Illuminated beacon with visual and audible signaling to indicate caution of operation sequences by the overhead rapid coiling door. Indicator color: Yellow, Audible alarm intensity: 92dB. NEMA Type 6, 18-30vDC, 7A.
5. Traffic Light: Tri Lite Inc. – SG30-115RG-LED, Stop-Go Loading Dock Safety Light Set (two units). 11-1/2" x 6-1/2" x 3-3/4" (292 x 165 x 96 mm) (L x W x D) Safety yellow polypropylene housing with 4 1/2" (115 mm) lens

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diameter. Vertically oriented direct view LED traffic signal to control the flow of traffic through the door. Red and green indicators only. UL Listed, 115vAC, 0.06A.

Add 6. LED Lite Advance Red/Green door monitoring system, mounted on both left and right tracks, see product brochure added to end of this document.

H. Secure Access Devices:

1. Integration of security equipment, devices, and technology to control, limit, or monitor access via Overhead Rapid Coiling Doors shall be at the responsibility of a third-party supplier and cannot be supplied, supported or warranted by the Overhead Rapid Coiling Door manufacturer. Specifications regarding these requirements should be referenced at Section 28 10 00 – Access Control.

I. Touchless Actuators:

1. Touchless Activation Switch (Hand Wave, Wall Plate): BEA Inc. – MS09, Microwave Touchless Actuator. 3 1/4" x 3" x 2" (83 x 77 x 51 mm) (L x W x D) ABS/Polycarbonate, White enclosure, (optional stainless steel). Bidirectional K-band microwave Doppler radar motion detection. Surface or flush mount. NEMA Type 4 rated. Detection zone adjustable from 4-24 inches. 12-24 vAC, 1A.
2. Motion Sensor: BEA Inc. – Falcon, Motion Sensor, 4 1/4" x 6 1/2" x 3 3/4" (108 x 165 x 96 mm) (L x W x H) ABS/Polycarbonate, Black enclosure. Bidirectional K-band microwave Doppler radar motion detection for touchless activation for Overhead Rapid Coiling Doors. Surface mount, indoor/outdoor, centered above door head, Height: 16 ft. (4.8 m) Tilt angle: 30°. Detection zone: 13 ft. x 16 ft. (3.9 x 4.8 m) @ 16 ft. (4.8 m) NEMA Type 4 rated. 12-24vAC, 1A. Multiple sensors may be required for wide door openings.
3. Presence Sensor: BEA Inc. – IS40P, Presence Sensor, 5" x 4" x 3 3/4" (127 x 102 x 96 mm) (L x W x H) ABS/Polycarbonate, Black enclosure. 40 Active infrared presence detection spots for touchless activation of Overhead Rapid Coiling Doors. Surface mount, indoor/outdoor, centered above door head, Height: 16 ft. (4.8 m) Tilt angle: 30°. Detection zone: 10 ft. x 10 ft. (3.0 x 3.0 m) @ 16 ft. (4.8 m) NEMA Type 4 rated. 12-24vAC, 1A. Multiple sensors may be required for wide door openings.
4. Motion / Presence Sensor: (recommended) Hörmann – ‘Scanprotect’, Laser Scanner (EN 60950-1:2005), 8" x 3 3/4" x 2 3/4" (204 x 96 x 70 mm) (L x W x H) ASA/Polycarbonate, Black enclosure. IR LASER-based, time-of-flight, range finding detection sensor for touchless activation of Overhead Rapid Coiling Doors. Surface mount, indoor/outdoor, centered above door head, Height: 16 ft. (4.8 m) Detection zone: seven curtains per sensor line (7), Width: 1 x installation height x Depth: 1.2 x installation height. NEMA Type 4X rated. Supply voltage: 12-30vDC. Multiple sensors may be required for wide door openings. Scanprotect sensors can be wired in series (daisy-chained). Scanprotect sensors are configurable at the door's control panel.
5. Motion / Presence Sensor: BEA Inc. – LZR-i30, Laser Scanner (EN 12453 Typ. E), 5" x 6" x 4" (127 x 153 x 102 mm) (L x W x H) ASA/Polycarbonate, Black enclosure. IR LASER-based, time-of-flight, range finding detection sensor for touchless activation of Overhead Rapid Coiling Doors. Surface mount, indoor/outdoor, centered above door head, Height: 16 ft. (4.8 m) Detection zone: four curtains per sensor line (4), 30 ft. x 30 ft. (9.1 x 9.1 m) NEMA Type 4 rated. 12-35vDC, 8mA. Multiple sensors may be required for wide door openings. LZR-i30 sensors cannot be wired in series. LZR-i30 sensors are not configurable at the door's control panel and require separate remote unit for configuration from the ground.

PART 3 – EXECUTION

3.01 INSTALLERS

A. Selection and Qualification of Personnel:

1. Appoint only qualified and trained personnel. Responsibilities regarding operation, maintenance, and repair must be clearly stipulated to ensure maximum safety.
2. Work on the electrical components may only be carried out by electrical specialists and only in the de-energized state (main switch at OFF and main cable disconnected) in accordance with the electrical regulations.
3. Installer shall be the responsible party for ensuring the installation of the Overhead Rapid Coiling Door and its accessories comply with building codes, laws, standards and inspections per the Authority Having Jurisdiction.
4. All work on the Overhead Rapid Coiling Door (such as maintenance or cleaning work, as well as inspections) may only be performed during an operational shutdown with door in a de-energized state. Use lockout-tagout procedures when not working inside the Control Panel.

3.02 EXAMINATION

A. Verification of Conditions:

1. The doorway opening should be square and plumb in order to achieve the best possible installation.
2. The floor between the door jambs (threshold) should be level. If not, address this condition when positioning the guide tracks.
3. Areas immediately adjacent to the door opening must be free of intrusion from pipes, electrical conduit, building structural members, and other obstructions.
4. Field verify host wall strength at doorway opening for compliance with movement tolerances of framework during the opening and closing cycles of the Overhead Rapid Coiling Door. In some cases, it may be necessary to structurally reinforce the doorway in order to support the weight of the door. The installer must make this determination. If there are any questions concerning reinforcement of the doorway, the installer should notify the proper channels of authority on the job site, the Designer and the manufacturer.
5. Receiving and Handling: Check to see that the number of packages matches with that shown on the Bill of Lading when receiving shipment of the Overhead Rapid Coiling Door. Any damage to crates or packaging material should be noted on the shipping receipt. Exterior damage may indicate interior damage. Uncrate and inspect the unit for shipping damage, missing parts and, if necessary, prepare freight claims against the freight carrier for any damage discovered.

B. Pre-installation Testing:

Check the size of the Overhead Rapid Coiling Door against the size of the door opening before beginning the actual installation.

3.03 PREPARATION

A. Coordination:

1. Coordinate installation of Overhead Rapid Coiling Doors with other trades prior to commencement of work. Examine the conditions under which the doors are to be installed and do not proceed with the work until unsatisfactory conditions have been corrected.
2. Before commencing work, the assigned installer personnel must read and become familiarized with the manufacturer's written instructions for installation, operating, and maintenance.

B. Surface Preparation:

1. Exterior doorway openings should be weatherproofed, flashed, and ready to receive finishes prior to commencing installation.
2. Secure loose, sagging, or excess substrate materials. Repair or replace damaged substrate materials as soon as identified and hold installation procedures until repairs are complete.

C. Demolition / Removal:

1. Overhead Rapid Coiling Doors must be installed directly to the structure of the doorway opening. Remove and discard any finish materials which directly interfere with installation prior to execution of new work. Take due care to not cause unnecessary or excessive damage to adjacent materials or finishes as result of the work.

3.04 INSTALLATION

A. General:

1. Comply with manufacturer's detailed written instructions for the installation of Overhead Rapid Coiling Doors.
2. Take precautionary measures to verify the site conditions are safe for work.
3. Installation of Overhead Rapid Coiling Doors may require the use of powered platforms, man-lifts, and vehicle-mounted work platforms. For these applications, the installer shall comply with OSHA Title 29 CFR 1910 Subpart F, Standard for Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms.
4. All relevant electrical field wiring to be performed by registered electricians experienced, trained and qualified to perform the work.
5. Verify on-site measurements with installation conditions.

6. Verify the quality of the mounting structure for its strength and suitability to perform as required. Visibly inspect for signs of damage, premature wear, abrasion, or other indications as to the conditions of materials.
7. Select suitable fasteners.
8. Unpack the door and inspect for damage. Report damage immediately. Verify receipt of delivery for all components before commencing installation.
9. Dispose of packing materials in accordance with project protocols, and previous descriptions of the work included within this section.
10. Install doors true, level, and plumb, without evident warping, twisting, bending, or excessive abrasion.
11. Handle all materials with care. Should there be any damage to components during installation, do not attempt to rectify or otherwise reuse damaged parts without express approval from the manufacturer. Failure to do so may result in voiding of product warranties.
12. Install doors and operating equipment complete with necessary hardware, jamb and head molding strips, anchors, inserts, spacers, leveling shims, hangers, and equipment supports according to the approved Shop Drawings, manufacturer's written instructions, and as specified in this project manual.
13. Remove all protective film from Door Panels (Solid and Vision) prior to completing or immediately following installation. Failure to do so will void the product warranty.

B. Tolerances:

1. If necessary, the door may be installed in an opening that is slightly narrower or wider than the door's finished size. The tolerance shall be no more than 1-inch (26 mm).
2. If the opening is 1-inch (26 mm) smaller, the guide tracks may be positioned ½-inch (12.7 mm) out from the jamb to compensate.
3. Positioning the guide tracks back on the jamb at a distance greater than ½-inch (12.7 mm) may prevent safe operation of the door.
4. DO NOT INSTALL the door if these conditions are exceeded.

3.05 SYSTEMS STARTUP

A. Initial Operation:

1. Before initial operation of the door and putting into service, check that it is in good working order and free of defects.
2. Set the End-of-Travel positions as follows:
 - a. CLOSE End-of-Travel Position: The bottom profile makes full contact with the floor.
 - b. OPEN End-of-Travel Position: Clearance ~ ¾" (19 mm) to the lower edge of lintel seal profile at head of door opening.
3. Mount any provided Warning Signs, one on each side of the wall on which the door is mounted.

B. Test Run:

1. After installing the door, test the functional safety according to the product report. Operate the door no fewer than 30 cycles during the testing phase. Verify proper working order of all safety components, including Emergency-Off button. Place on record in the inspection book, dated and signed, that a test run has been successfully completed.

3.06 ADJUSTING

A. Starting and Adjusting:

1. Make necessary adjustments for safe, efficient operation of Overhead Rapid Coiling Doors.
2. Adjustment work may only be carried out in the de-energized state. Use lockout-tagout procedures when not working inside the Control Panel.
3. Adjustment work may require use of powered platforms, man-lifts, and vehicle-mounted work platforms. For these applications, the installer shall comply with OSHA Title 29 CFR 1910 Subpart F, Standard for Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms.
4. After successful completion of Test Run, examine counterbalance system components for wear. Check Springs, Belts and Straps for proper tension and readjust as required.

5. Lubricate bearings and sliding parts; adjust doors to operate easily, free from warp, twist, or distortion and fitting weather-tight for entire perimeter of opening.
6. DO NOT carry out any structural alterations to the door without the manufacturer's written permission, as doing such may void warranties.
7. Hand over operation of the door only after safe and proper functioning order has been verified, and final cleaning and removal of all protective films has been completed.

3.07 CLOSEOUT ACTIVITIES

- A. Demonstration:
 1. It shall be the responsibility of the Installer (Door Dealership) to demonstrate safe operating procedure of the Overhead Rapid Coiling Door to the Owner's appointed staff or representative.
 2. Schedule demonstration with personnel with at least 3 days' advance notice.
 3. Demonstrate safe and proper operation of the door, including safety features and manufacturer's recommended protocols.
 4. Sign-off must be obtained from the Owner's staff or representative by the Installer noting the date and awareness of safe and recommended operating procedures for the Overhead Rapid Coiling Door.
- B. Training:
 1. Start-up Services: Engage a factory-authorized service representative to perform start-up services and to train and educate facilities maintenance personnel for ongoing management and maintenance of the door as specified below:
 - a. Test and adjust controls and safeties. Replace any damaged and malfunctioning controls and equipment observed.
 - b. Train designated personnel on procedures and schedules related to start-up and shutdown, troubleshooting, servicing, preventative maintenance, and procedures for testing and resetting release devices.
 - 1) Employees servicing or maintaining machines or equipment with Overhead Rapid Coiling Doors may be exposed to serious physical harm or death if hazardous energy is not properly controlled. Train personnel to be compliant with the OSHA Title 29 CFR 1910.147, Standard for the Control of Hazardous Energy (Lockout/Tagout).
 - 2) Employees servicing or maintaining machines or equipment with Overhead Rapid Coiling Doors may be required to use powered platforms, man-lifts, and vehicle-mounted work platforms. Risk of physical harm or death from falling can occur if safe operating procedures are not followed. For these applications, personnel shall comply with OSHA Title 29 CFR 1910 Subpart F, Standard for Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms.
 - c. Review data in the maintenance manuals. Refer to related sections regarding project closeout, and operation and maintenance manuals.
 2. Schedule training with personnel with at least 7 days' advance notice.
 3. Sign-off must be obtained from the Owner's staff or representative by the Installer noting the date and awareness of safe and recommended operating procedures for the Overhead Rapid Coiling Door.

3.08 MAINTENANCE

- A. General:
 1. Overhead Rapid Coiling Doors require low maintenance. All bearings, including gearing, shall be designed maintenance-free for normal operating conditions and shall be greased for the working life.
- B. Maintenance Intervals:
 1. Testing and maintenance of Overhead Rapid Coiling Doors must be carried out once per year, and as far apart as possible at the same intervals.
 2. Depending on the door size and total number of cycles per year:

3. If a total of 50,000 cycles per year is exceeded, service all functional elements every six months:
 - a. Electric operator including gearbox safety device and brake.
 - b. All fastener and screw connections.
 - c. Travel limit cut-off.
 - d. Light curtains.
 - e. Control system / impulse generator.
 - f. If the door curtain is extremely dirty, cleaning is recommended using a proprietary cleaning agent.



LED Lite-Advance

Door monitoring and power loss indicator

Red and Green Light Visual Indicator Promotes Safety

Visual indicator signals motorized and pedestrian traffic

The LED Lite-Advance is a visual indicator, signaling approaching traffic that the door is open, closed or in motion. The Lites comes in 5 or 10 ft. lengths of bright LED light strips which attach to the guide tracks or hood. Lites are solid red when the door is down, flashing red when in motion, and solid green when completely open, increasing awareness which will reduce the likelihood of impact to the door, and minimize downtime.

Intelligent LED lites are IP68 rated

Waterproof, UV protected and IP68 rated, LED Lite-Advance lights are daylight visible for reliable performance no matter the location.

Red LED lights signal door is in motion or closed

User-programmable, the LED Lite-Advance can display any color as fixed or flashing. The system is easy to install on new or existing doors. Solid red Lites are visible when the door is completely closed. The Lites flash red when the door is closing and also if power is lost to door motor. (90 degree track mount shown top-right.)

Green LED lights signal traffic

The solid green light appears once the door is completely up indicating that it's safe to proceed through the opening. (Hood mount shown bottom-right.)

Three mounting configurations

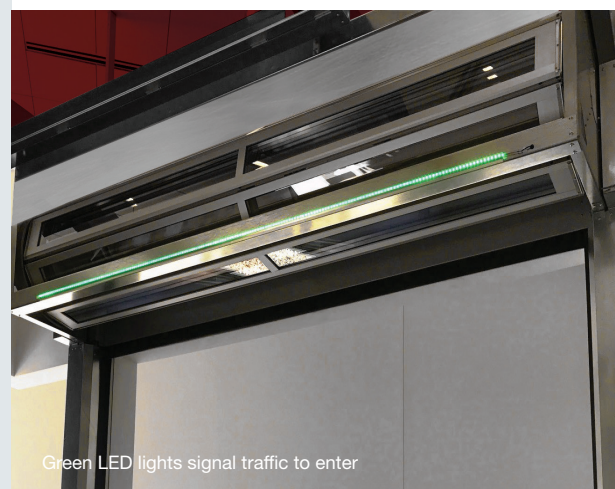
Aluminum mounting hardware is available in three configurations: flush guide track mounting, 90 degree track mounting, and Lites may also be installed on the hood for additional visibility.



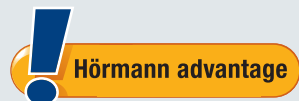
Red LED lights indicate door is in motion



Integrates with protection devices



Green LED lights signal traffic to enter



Contact us for more information!



Hörmann Flexon LLC • Starpointe Business Park • 117 Starpointe Boulevard • Burgettstown, PA 15021-9506

Phone: 800.365.3667 • 724.385.9150 • Fax: 724.385.9151 • www.hormann.us • Email: info2@hormann.us

We reserve the right to change specifications without notice. ©Hörmann 2019) Print

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END OF SECTION 08 33 23.13

|

DIVISION 9 FINISHES

SECTION 09 91 13

EXTERIOR COMMERCIAL PAINTS AND COATINGS

PART 1 – GENERAL

1.1 SECTION INCLUDES

Exterior paint and coating systems

1.2 REFERENCES

SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete

1.3 SUBMITTALS

- A Submit under provisions of Section 01 33 00, Submittal Procedures.
- B Product Data: Manufacturer's data sheets on each paint and coating product should include:
 - 1 Product characteristics
 - 2 Surface preparation instructions and recommendations
 - 3 Primer requirements and finish specification
 - 4 Storage and handling requirements and recommendations
 - 5 Application methods
 - 6 Clean-up Information
- C Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples available.
- D Coating Maintenance Manual: upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Paint Maintenance Manual" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MOCK-UP

Include a mock-up if the project size and/or quality warrant taking such a precaution. The following is one example of how a mock-up on a large project might be specified. When deciding on the extent of the mock-up, consider all the major different types of painting on the project.

- A. Finish surfaces for verification of products, colors, & sheens.
- B. Finish area designated by Designer.
- C. Provide samples that designate prime & finish coats.
- D. Do not proceed with remaining work until the Designer approves the mock-up samples.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information:

- 1 Product name, and type (description)
- 2 Application & use instructions
- 3 Surface preparation
- 4 VOC content
- 5 Environmental handling and SDS
- 6 Batch date
- 7 Color number

- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- C. Handling: Maintain a clean, dry storage area to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

Part 2 PRODUCTS

2.1 MANUFACTURERS

- A Acceptable Manufacturers:
The Sherwin-Williams Company or approved equal
- B Substitutions: Requests for substitutions will be considered in accordance with provisions of Section 00 6325 Substitution Request Form. When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

2.2 APPLICATIONS/SCOPE

- A Paint includes all exterior surfaces to include but not limited to CMU / Masonry / Stucco walls, wood siding, cementitious siding, wood trim, exterior doors, metal surfaces such as stairways etc. This project should include a complete paint coating of the entire building and site walls.
- B Surfaces to Be Coated:
- Concrete-** Cementitious Siding
Masonry- Concrete Masonry Units, Cinder or Concrete Block
Metal- Galvanized
Wood- Siding, Trim, Shutters, Sash, and Misc. Hardboard

2.3 SCHEDULE

- A. CONCRETE - (Cementitious Siding, Common Brick, Stucco, Tilt-up, Precast, and Poured-in-place Cement)**
- 1. Latex Systems**
Satin Finish
- | | |
|-----------|---|
| 1st Coat: | S-W Loxon® Concrete and Masonry Primer, LX02 Series |
| 2nd Coat: | S-W A-100® Exterior Latex Satin, A82 Series |
| 3rd Coat: | S-W A-100® Exterior Latex Satin, A82 Series |
- B. MASONRY (Concrete Masonry Units, Cinder or Concrete Block)**
- 1. Latex Systems**
Satin Finish
- | | |
|-----------|---|
| 1st Coat: | S-W ConFlex™ Block Filler, CF01 Series |
| 2nd Coat: | S-W A-100® Exterior Latex Satin, A82 Series |
| 3rd Coat: | S-W A-100® Exterior Latex Satin, A82 Series |
- C. METAL – (Aluminum/Galvanized)**
- 1. Latex Systems**
Satin Finish
- | | |
|-----------|---|
| 1st Coat: | S-W A-100® Exterior Latex Satin, A82 Series |
| 2nd Coat: | S-W A-100® Exterior Latex Satin, A82 Series |
- D. WOOD - (Siding, Trim, Shutters, Sashes, Misc., Hardboard-Bare/Primed)**
- 1. Latex Systems**
Satin Finish
- | | |
|-----------|---|
| 1st Coat: | S-W Exterior Latex Wood Primer, B42W8141 |
| 2nd Coat: | S-W A-100® Exterior Latex Satin, A82 Series |
| 3rd Coat: | S-W A-100® Exterior Latex Satin, A82 Series |

2.4 MATERIALS - GENERAL REQUIREMENTS

- A Paints and Coatings - General:**
- 1 Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions. VOCs need to be confirmed by using the products EDS sheets.
- B Primers:**
- 1 Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

2.5 ACCESSORIES:

- A Coating Application Accessories:**
- 1 Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required per manufacturer's specifications.

Part 3 EXECUTION

3.1 EXAMINATION

- A Do not begin application of coatings until substrates have been properly examined and prepared. Notify Designer of unsatisfactory conditions before proceeding.
- B If substrate preparation is the responsibility of another installer, notify Designer of unsatisfactory preparation before proceeding.
- C Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- D Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Designer immediately if lead based paints are encountered.

3.2 SURFACE PREPARATION:

- A Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.
- B Selection of the proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods.
- C The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.
- D No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50°F or higher to use low temperature products.

3.3 INSTALLATION

- A Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendation.
- B Do not apply to wet or damp surfaces.
 - 1 Wait at least 30 days before applying to new concrete or masonry or follow manufacturer's procedures to apply appropriate coatings prior to 30 days.
 - 2 Test new concrete for moisture content.
 - 3 Wait until wood is fully dry after rain or morning fog or dew.
- C Apply coatings using methods recommended by manufacturer.
- D Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

- E Apply coatings at spreading rate required to achieve the manufacturer's recommended dry film thickness.
- F Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G Exterior Woodwork: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 2 weeks.
- H Inspection: The coated surface must be inspected and approved by the Designer or Engineer just prior to the application of each coat.

3.4 PROTECTION

- A Protect finished coatings from damage until completion of project.
- B Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

APPENDICES

Appendix A: Lead & Asbestos Sampling Results



September 23, 2020

Mr. Dave Fortune
City of Seaside
440 Harcourt Avenue
Seaside, California 93955
831.899.6829 (t)

Via e-mail only:
dfortune@ci.seaside.ca.us

Subject: Limited Asbestos and Lead Sampling on the exterior of the Firehouse Located at 1635 Broadway Avenue in Seaside, California
M³ Project No. 20451.0 Task 1

Dear Mr. Fortune:

Attached are the laboratory analytical results for the limited asbestos containing material (ACM) and lead containing paint (LCP) sampling conducted on the exterior of the Firehouse located at 1635 Broadway Avenue in Seaside, California. It is to M³'s understanding the sampling as requested prior to exterior renovation activities. Onsite direction as provided by you via a phone conversation, and sampling was limited to the exterior of the building. The interior and roofing materials were excluded from the survey.

The inspection was performed on September 3, 2020 by Mr. Fuerst, California Site Surveillance Technician (CSST) No. 16-5747, California Department of Public Health (CDPH) Certified Lead in Construction Sampling Technician No. 29156, 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

Asbestos

A total of three ACM bulk samples were collected and analyzed by PLM using the EPA Method (600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Building Materials". Results of analysis are presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified or non-detect (ND).

Lead

A total of a paint chip sample was collected and analyzed for lead. The sample was analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMC Labs, Inc. in Phoenix, Arizona.

Results

The laboratory results of the materials sampled during the field investigation are included in the attached appendices.

Asbestos

Results for the suspect ACM bulk samples are as follows:

Material No.	Material Description	Material Location	Asbestos Content
1	Concrete wall texture	Exterior	8-10%

Lead

Results for the suspect LCP bulk samples are as follows:

Sample No.	Paint Color	Substrate	Component	Lead Content
L1	Off-white	Concrete texture	Exterior siding	BRL

Laboratory results and the Chain of Custody are presented in Appendix A.

Conclusions

- Asbestos was determined to be present in the concrete texture. If removed it must be removed and disposed of as hazardous waste by a registered asbestos abatement contractor.
- No lead was determined to be present.
- If any other suspect ACM or LCP not identified in this report is found during any renovation or demolition, work should cease and additional sampling and analysis should be performed to determine if the materials contain asbestos or lead.

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 LLC



Collin Fuerst
Environmental Technician
CSST No. 16-5747
CDPH No. 4012



Chris G. Gatward
Principal
CAC No. 92-0216

Appendix A – Laboratory Results and Chain of Custody

APPENDIX A

**LABORATORY RESULTS
AND
CHAINS OF CUSTODY**

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

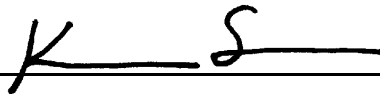
Laboratory Report
0242474

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONS.	Job# / P.O. #:	20451.0 T2
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	09/04/2020
	MONTEREY CA 93940	Date Analyzed:	09/08/2020
Collected:	09/03/2020	Date Reported:	09/08/2020
Project Name:	CITY OF SEASIDE-1635 BROADWAY AVE	EPA Method:	EPA 600/R-93/116
Address:	SEASIDE-LTD ACM/Pb	Submitted By:	COLLIN FUERST
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0242474-001 1A	EXTERIOR	Wall Texture, White/ Off White	Yes	Chrysotile 10%	Carbonates Mica Quartz Binder/Filler 90%
0242474-002 1B	EXTERIOR	Wall Texture, White/ Off White	Yes	Chrysotile 8%	Carbonates Mica Quartz Binder/Filler 92%
0242474-003 1C	EXTERIOR	Wall Texture, White/ Off White	Yes	Chrysotile 8%	Carbonates Mica Quartz Binder/Filler 92%



Analyst - Kenneth Scheske



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



9830 South 51st Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726
emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #:		L81912		DATE RECEIVED:		09/04/20	
CLIENT:		M3 Environmental Consultants		REPORT DATE:		09/08/20	
				DATE OF ANALYSIS:		09/08/20	
CLIENT ADDRESS:		9821 Blue Larkspur Ln, Ste 100 Monterey, CA 93940		P.O. NO.:			
PROJECT NAME:		City of Seaside -1635 Broadway Ave., Seaside -Ltd. ACM/ Pb		PROJECT NO.:		20451.0	
EMC # L81912-	SAMPLE DATE /20	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT		
1	09/03	L1	Off-White / Textured / Concrete	0.017	BRL		

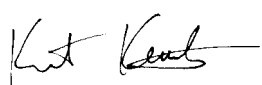
^ = Dilution Factor Changed * = Excessive Substrate May Bias Sample Results **BRL** = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results. EMC Labs, Inc. (ID 101586) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA-LAP, LLC) in the Environmental Lead accreditation program(s) for Paint, Settled Dust by Wipe, Soil and Airborne Dust Fields of Testing as documented by the Scope of Accreditation Certificate and associated Scope. AIHA-LAP, LLC accreditation complies with the ISO/IEC Standard 17025:2005. requirements.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

ANALYST: 
 Jason Thompson

QA COORDINATOR: 
 Kurt Kettler

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0258210

Bulk Asbestos Analysis by Polarized Light Microscopy

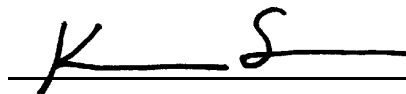
NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	21385.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	08/02/2021
	MONTEREY CA 93940	Date Analyzed:	08/04/2021
Collected:	07/30/2021	Date Reported:	08/04/2021
Project Name:	CITY OF SEASIDE-FIRE STATION	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	CHRIS GATWARD
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0258210-001 1A		Window Caulk, Gray	No	None Detected	Silicone Quartz Gypsum Binder/Filler 100%



Analyst - Kurt Kettler



Signatory - Lab Manager - Ken Scheske

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicated or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

CHAIN OF CUSTODY

CHAIN OF CUSTODY

EMC Labs, Inc.
 9830 S. 51ST St., Ste B-109
 Phoenix, AZ 85044
 (800) 362-3373 Fax (480) 893-1726

LAB#: 186736
 TAT: 2 days
 Rec'd: AUG 02 PM

COMPANY NAME: M3 Environmental LLC
9821 Blue Larkspur Ln, Ste 100
Monterey, CA 93940
 CONTACT: Chris Gatward
 Phone/Fax: (831) 649-4623
 Email: chris@m3environmental.com

BILL TO: (If Different Location)

Now Accepting: **VISA - MASTERCARD**

Price Quoted: \$ _____ / Sample \$ _____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

****Prior confirmation of turnaround time is required

****Additional charges for rush analysis (please call marketing department for pricing details)

****Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]
 (If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. **Project Name:** City of Seaside - Fire station

P.O. Number: _____ Project Number: 213850

EMC SAMPLE #	CLIENT SAMPLE #	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE
1	L1	Brown Window caulk	Y N	
2	L2	Brown paint on wood facade	Y N	
3	L3	" " on metal trim	Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	

SPECIAL INSTRUCTIONS:

Sample Collector: (Print) Chris Gatward

(Signature) [Signature] 9:45am

Relinquished by: [Signature] Date/Time: 7/31/14 Received by: Diana Federico Date/Time: 8/2/14

Relinquished by: Diana Federico Date/Time: 8/2/14 4pm Received by: [Signature] Date/Time: 8/2/14 4:30pm

Relinquished by: _____ Date/Time: _____ Received by: _____ Date/Time: _____

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs. Rev. 09/01/08



9830 South 51st Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726
emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #: L86736		DATE RECEIVED: 08/02/21	
CLIENT: M3 Environmental Consultants		REPORT DATE: 08/04/21	
		DATE OF ANALYSIS: 08/04/21	
CLIENT ADDRESS: 9821 Blue Larkspur Ln, Ste 100 Monterey, CA 93940		P.O. NO.:	
PROJECT NAME: City of Seaside – Fire Station		PROJECT NO.: 21385.0	

EMC # L86736-	SAMPLE DATE /21	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	07/30	L1	Window Caulk	0.010	BRL
2	07/30	L2	Brown Paint on Wood Façade	0.018	BRL
3	07/30	L3	Brown Paint on Metal Trim	0.012	BRL

^ = Dilution Factor Changed * = Excessive Substrate May Bias Sample Results **BRL** = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results. EMC Labs, Inc. (ID 101586) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA-LAP, LLC) in the Environmental Lead accreditation program(s) for Paint, Settled Dust by Wipe, Soil and Airborne Dust Fields of Testing as documented by the Scope of Accreditation Certificate and associated Scope. AIHA-LAP, LLC accreditation complies with the ISO/IEC Standard 17025:2005. requirements.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

ANALYST: _____

Jason Thompson

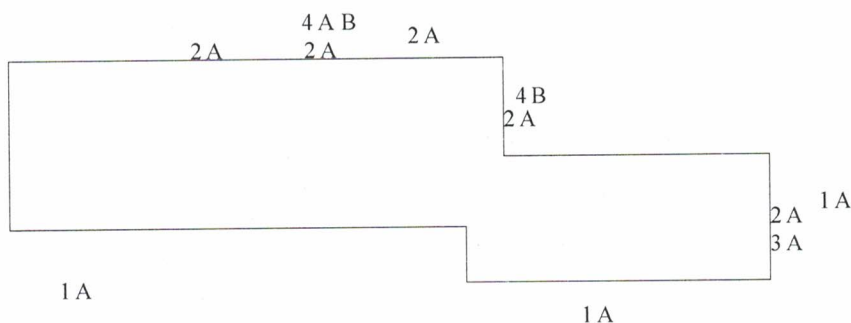
QA COORDINATOR: _____

Kurt Kettler

Appendix B: D DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Termite Reports

Building No. 1635	Street BROADWAY AVENUE	City SEASIDE	Zip 93955	Date of Inspection 6/12/2021	Pages 5
(831) 757-6000 (831) 373-6400 (831) 633-9000 Registration# PR 7135		CASNER EXTERMINATING INC. 11025 Commercial Pkwy. Castroville, CA 95012 (800) 655-4044 FAX (831)633-9081 Report: Document2 Escrow #			
Ordered By: SANDRA LIMONES-CITY OF SEASIDE		Property Owner and/ or Party of Interest: c/o CITY OF SEASIDE		Completion sent to: JESUS DOMINGUEZ	
COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐					
General Description: Furnished and occupied 2 story building			Inspection Tag Posted: wall		
			Other Tags Posted:		
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites ☒ Drywood Termites ☒ Fungus / Dryrot ☒ Other Findings ☐ Further Inspection ☐					
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					



FRONT

Inspected by **URIEL NAVA** License No. **FR 27747** Signature _____

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, suite 1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.

43M-41 (Rev. 10/01)

SECOND PAGE OF THE CASNER EXTERMINATING COMPANY STANDARD INSPECTION REPORT
OF THE PROPERTY LOCATED AT:

Address of
Property
Inspected

1635

Bldg. No.

BROADWAY AVENUE

Street

SEASIDE

City

6/12/2021

Date of Inspection

Document2

Co. Report No.

READ THIS DOCUMENT: IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT. A WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT CONTAINS FINDINGS AS TO THE PRESENCE OR ABSENCE OF EVIDENCE OF WOOD DESTROYING INSECTS OR ORGANISMS IN VISIBLE AND ACCESSIBLE AREAS ON THE DATE OF INSPECTION AND CONTAINS OUR RECOMMENDATIONS FOR CORRECTING ANY INFESTATIONS, INFECTIONS, OR SUCH CONDITIONS FOUND. THE CONTENTS OF THE WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT ARE GOVERNED BY THE STRUCTURAL PEST CONTROL ACT AND ITS RULES AND REGULATIONS. SOME STRUCTURES MAY HAVE HEALTH OR SAFETY DEFICIENCIES SUCH AS: MOLDS, LEAD, RADON OR ASBESTOS; MAY NOT COMPLY WITH BUILDING CODE REQUIREMENTS; MAY HAVE STRUCTURAL, PLUMBING, ELECTRICAL, HVAC OR OTHER DEFECTS OR HAZARDS THAT DO NOT PERTAIN TO WOOD DESTROYING ORGANISMS. A WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT DOES NOT CONTAIN INFORMATION ABOUT SUCH DEFECTS AS THEY ARE NOT WITHIN THE SCOPE OF THE LICENSE OF THE INSPECTOR NOR THE COMPANY ISSUING THIS REPORT.

SCOPE OF THE INSPECTION: This report covers areas that were open, visible and accessible at the time of inspection. Some areas are considered impractical for inspection and were not inspected. This includes areas concealed by: concrete slabs, pipes, heat ducts, floors, floor coverings, furnishings, stored items, built-in cabinet work, appliances (also not water tested), insulation, low clearance attic areas, roof coverings (also not walked on), walls, ceilings, stair fire walls, bay windows, soffits, roof gutters, interior of chimneys, areas above twelve feet from ground and/or floor levels and similar segments of the structure. Showers over finished ceilings were not water tested. Windows were not operated and coverings not removed. Vegetation, soil, rock, concrete and similar grade surfaces were not removed. Finished surfaces were not defaced. These areas were not inspected so as not to endanger health or property. Fences, retaining walls, and similar abutments were not inspected. Infestations or damage may exist in these areas without our knowledge and are not out responsibility. Arrangements can be made to have these areas inspected. **The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.**

WORK BY THIS FIRM: Fumigation and electro-gun treatments for drywood termites and soil treatment for subterranean termites are warranted for period of two(2) years, unless otherwise specified. Construction repairs performed by this firm are warranted for one(1) year from the date of completion with the exception of: Floor coverings, plumbing, patching, caulking, and similar water seals which are warranted for thirty(30) days. Our quoted prices are for locally available repair materials of similar quality and size which may not match exactly and do not include painting, staining, texturing nor paper-hanging. Prices are subject to change after forty-five(45) days. No guarantee is implied nor expressed for conditions which may become apparent after the date of inspection. If additional problems are found at concealed areas, or additional work is requested by interested parties or local building officials, a supplemental report will be issued with a price bid or estimate to make additional corrections.

WORK BY OTHERS: This firm will assume no responsibility for work performed by others. It is the property owner's responsibility to obtain and pay for necessary building permits associated with home maintenance (UBC Sect. 104(d)). We will reinspect work performed by others within ten(10) working days of request by the person ordering the original report when a bid or estimate for performing the work has been made by this firm. Work performed at enclosed areas to be reinspected prior to closing areas. Chemical applications (including copper naphthenate) made by others may make areas hazardous and inaccessible for us to reinspect. More than one reinspection may be required. The price of each reinspection will not exceed the price of the original inspection report fee. All reinspections must be made within four(4) months of the original inspection report date.

NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

1635
Bldg. No.

BROADWAY AVENUE
Street

SEASIDE
City

6/12/2021
Date of Inspection

Document2
Co. Report No.

THIS REPORT HAS BEEN SEPARATED TO DEFINE SECTION I AND SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. UNKNOWN FURTHER INSPECTION RECOMMENDED (UFIR) ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THE INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

~~1. SUBTERRANEAN TERMITES.~~

~~1A. (SECTION I) Tree stump with subterranean termites noted at front yard.
RECOMMEND: Remove tree stump as much as possible and treat area with TERMIDOR for the control of subterranean termites.~~

2. DRYWOOD TERMITES.

2A. (SECTION I) Evidence of drywood termites noted at exterior wall siding.

"NOTICE; Local treatment is not intended to be an entire structure treatment method. If infestation of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated."

RECOMMEND: As a secondary recommendation to fumigation because only drywood termites at treated areas will be affected, offered as a positive control measure: use the "EXTERMAX-SYSTEM" employing the "ELECTRO-GUN" and with registered chemicals for the control of drywood termites in the local and accessible areas. Mask or remove accessible drywood termite pellets. ELECTRO-GUN treatments pose some risk of damage to electronic items. All sensitive items should be disconnected by owner prior to treatments and moved away from treatment area. CASNER EXTERMINATING COMPANY will not be responsible for damage to any electronic items.

NOTE: Two year warranty at treated areas only for the control of drywood termites.

Address of
Property
Inspected

FOURTH PAGE OF THE CASNER EXTERMINATING COMPANY STANDARD INSPECTION REPORT
OF THE PROPERTY LOCATED AT:

1635
Bldg. No.

BROADWAY AVENUE
Street

SEASIDE
City

6/12/2021

Document2

Date of Inspection

Co. Report No.

3. FUNGUS/DRYROT.

3A. (SECTION I) Fungus damage noted at exterior wall siding and/or trim board.
RECOMMEND: Replace damaged wood with new material.

4. OTHER FINDINGS.

4A. (SECTION II) Weather condition and/or mechanical damage noted at garage door trim board.
RECOMMEND: Repair as needed.

4B. (SECTION II) Weather conditions noted at exterior wall siding.
RECOMMEND: Owner employ appropriate trades to inspect and make any needed corrections.

**FIFTH PAGE OF THE CASNER EXTERMINATING COMPANY STANDARD INSPECTION REPORT
OF THE PROPERTY LOCATED AT:**

Address of
Property
Inspected

1635
Bldg. No.

BROADWAY AVENUE
Street

SEASIDE
City

6/12/2021
Date of Inspection

Document2
Co. Report No.

NOTICE TO OWNER/TENANT

CAUTION STATEMENT

1. PEST TO BE CONTROLLED:

(XX)	Drywood Termites	()	Fungus
()	Subterranean Termites	()	Dampwood Termites
()	Wood Boring Beetles	()	Carpenter Ants/Bees

2. PESTICIDES PROPOSED TO BE USED:

()	CHLOROPICRIN:	Active ingredient:	Chloropicrin, used as warning agent with FUMIGANTS.
()	VIKANE GAS:	Active ingredient:	Sulfuryl Fluoride.
()	PREMISE 75:	Active ingredient:	Imidacloprid, 1-((6-Chloro-3-pyridinyl)methyl)-N-nitro-2-imidazolidinimine
()	DRIONE:	Active ingrediant:	Pyrethrins 1.00%, Piperonyl Butoxide, Technical 10.00% Amorphous Silica Gel 40.00 %
()	BORA-CARE:	Active ingredient:	Disodium Octaborate Tetrahydrate
(XX)	TERMIDOR:	Active ingredient:	Fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phenyl)-4-((1,r,s)-(trifluoromethyl)sulfinyl)-1-h-pyrazole-3-carbonitrile
()	ALTRISSET	Active ingredient:	Cloranthraniliprole 3-bromo-n-(4-cloro-2-methyl-6(methylamino)carbynil(phenyl-1-(3-chloro-2-pyridinyl)-1h-pyrazole-5-carboxamide

3. State law requires that you be given the following information:

CAUTION--PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, (headache, nausea, vomiting, cramps, weakness, blurred vision, pin-point pupils, tightness in the chest, labored breathing, sweating, watering of eyes, excessive salivating of mouth, muscle spasms, and coma) contact your physician or poison control center and your pest control company immediately."

FOR FURTHER INFORMATION CONTACT ANY OF THE FOLLOWING:

CASNER EXTERMINATING COMPANY..... (831) 757-6000
 POISON CONTROL CENTER..... (800) 662-9886
 HEALTH QUESTIONS: MONTEREY COUNTY HEALTH DEPARTMENT..... (831) 755-4500
 SAN BENITO COUNTY HEALTH DEPARTMENT..... (831) 637-5367
 SANTA CLARA COUNTY HEALTH DEPARTMENT..... (408) 299-5822
 SANTA CRUZ COUNTY HEALTH DEPARTMENT..... (831) 454-2022
 APPLICATION INFO: MONTEREY COUNTY AGRICULTURAL COMMISSIONER. (831) 759-7325
 SAN BENITO COUNTY AGRICULTURAL COMMISSIONER. (831) 637-5344
 SANTA CLARA COUNTY AGRICULTURAL COMMISSIONER (408) 918-4600
 SANTA CRUZ COUNTY AGRICULTURAL COMMISSIONER. (831) 763-8080
 REGULATORY INFO: THE STRUCTURAL PEST CONTROL BOARD (800) 737-8188
 2005 Evergreen Street, Suite 1500
 SACRAMENTO, CA 95815
 PESTICIDES USED SUBJECT TO CHANGE WITH PRIOR NOTICE

SIXTH PAGE OF THE CASNER EXTERMINATING COMPANY STANDARD INSPECTION REPORT
OF THE PROPERTY LOCATED AT:

Address of
Property
Inspected

1635
Bldg. No.

BROADWAY AVENUE
Street

SEASIDE
City

6/12/2021
Date of Inspection

Document2
Co. Report No.

WORK ORDER AND PAYMENT AGREEMENT

SECTION I: 1A: \$950.00
2A: \$1,850.00 ELECTRO-GUN
3A: OTHER TRADES

SECTION II: 4A, 4B
(NO BID AND/OR OTHER TRADES)

UFIR:

INSPECTION FEE:

Certification can be provided with the completion of all Section I items. Circle the items you wish completed by us and enter total here: \$_____. INITIALS

NOTICE TO OWNER: Under the California Mechanic's Lien Law any structural pest control company which contracts to do work for you, laborer, any contractor, subcontractor, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

TERMS: The undersigned customer does hereby agree to pay the sum of \$_____ within 10 days of the issuance "Notice of Completion." Accounts 30 days past due are subject to a 1.5% monthly late charge, 18% per annum. Payment of said moneys through escrow is hereby guaranteed by the customer to be paid within the grace period of 10 days. The customer does hereby agree to pay to the contractor reasonable attorney fees and collection fees when the contractor must use legal recourse to collect said moneys whether a suit has been filed or not.

CONDITIONS

1. If during the course of the authorized work, any permits or changes are required or deemed necessary by the Building Department, it will be done at an additional cost.
2. If during the course of the authorized work, plumbing repairs are found to be necessary, this will be the responsibility of the owner, or at the owner's request.
3. Should, during the course of the authorized work on any of the above mentioned items, the damage be found to extend beyond the scope and perimeter of our report, a supplemental report and bid will be submitted covering the cost and direction for any such items. If a fumigation is required there is a 72 hour (excluding weekend and holidays) advance cancellation notice. If it is canceled after the 72 hour period there will be a \$200.00 cancellation fee.
5. When work is being performed, owner is to supply water and/or electricity if needed.
6. CASNER EXTERMINATING COMPANY will use reasonable care in the performance of work described herein and neither shall be responsible for damage to any plant, shrub or roof.
7. CASNER EXTERMINATING COMPANY appreciates this opportunity to service you and will do the above work to the very best of its ability. Unless otherwise stated, our work is finished ready for painting. We assume no responsibility for damage or infestations that cannot be reasonably detected without opening concealed timbers or areas.
8. CASNER EXTERMINATING COMPANY reserves the right to charge a cancellation fee of \$200.00 if notice of cancellation is received less than seventy-two (72) hours prior to commencement of work.
9. If all work is not authorized, prices are subject to review. Our minimum charge is \$500.00.

Submitted by:

CASNER EXTERMINATING COMPANY
11025 COMMERCIAL PARKWAY
CASTROVILLE, CA 95012

I HAVE READ THE TERMS AND CONDITIONS OF THIS CONTRACT. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

OWNER/AGENT SIGNATURE: _____
OWNER/AGENT PRINT NAME: _____

DATE: _____
PHONE: _____

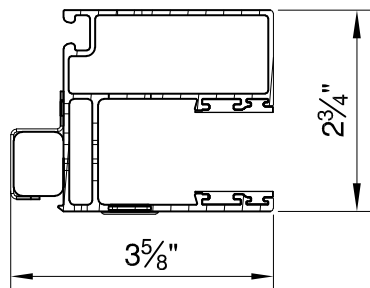
Appendix C: SR9000 Approval Drawing

MODEL: STEEL RANGER 9000
CUSTOMER: -
ADDRESS: -
CITY & STATE: -
JOB: -
LOCATION: -
COMPANY: -

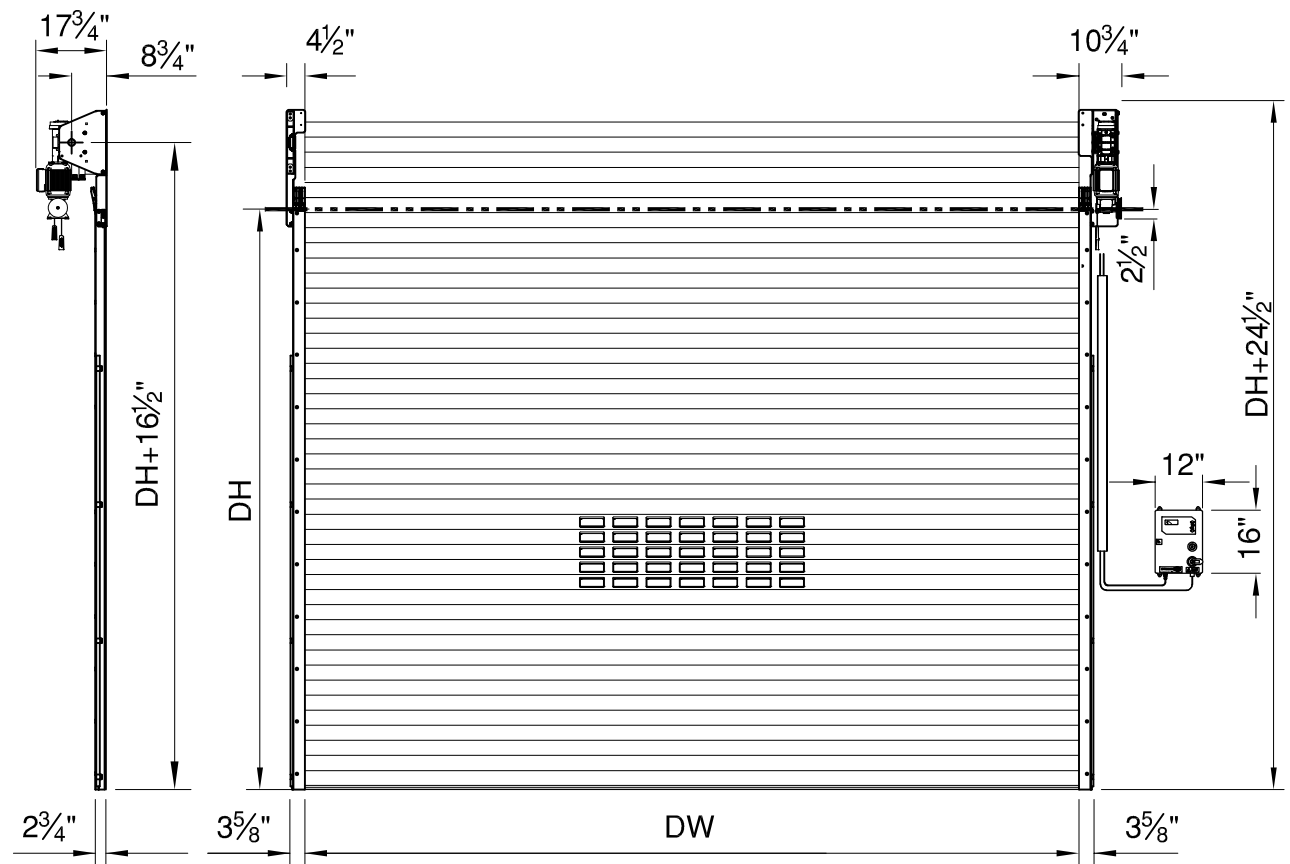
SIZE: DW=	DH=	
MOTOR LOCATION:	RIGHT	LEFT
CONTROL BOX LOCATION:	RIGHT	LEFT
CONTROL BOX TYPE:	3PHASE	
VOLTAGE:	200-240V	360-480V
WIRING:	HARD WIRED	

WINDOWS: QTY. OF SLATS	STARTING AT
OPTIONS:	
1 BUTTON PUSH STATION	-
INDUCTION LOOP SYSTEM	-
RADAR MOTION SENSOR	-

NOTES:



TRACK DETAIL



ALL DIMENSIONS ARE IN INCHES.
* NECESSARY SPACE REQUIREMENT FOR MAINTENANCE.
CONTROL BOX PROJECTION IS 6 INCHES.
DRAWING SHOWN RIGHT HAND, LEFT HAND OPPOSITE.

WE RESERVE THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE



HÖRMANN FLEXON LLC
STARPOINTE BUSINESS PARK
117 STARPOINTE BOULEVARD
BURGETTSTOWN, PA 15021-9506
PH: 724.385.9150 FAX: 724.385.9151
www.hormann-flexon.com

HIGH PERFORMANCE DOOR SPECIFICATIONS

MODEL: STEEL RANGER 9000L

DRAWN: GJB DATE: 3-21-2019



Steel Ranger™ 9000 L and LH High Speed Rolling Steel Doors

Ideal replacement for old fashioned rolling doors in high traffic areas

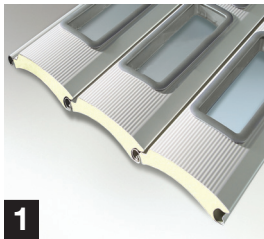
Steel Ranger™ 9000 L and LH

A 12'0" high door opens in just +/- 3.6 seconds!

Features

Application	Interior or exterior	
Model / Classification	SR 9000 L	SR 9000 LH Low Headroom
Track Configuration	Standard: Vertical - aluminum 4" w x 3" proj. Optional: Low headroom - aluminum 4" w x 3" proj.	Standard: Low headroom - aluminum 4" w x 3" proj. Optional: Vertical - aluminum 4" w x 3" proj.
Size Range	Max. width x height: 16'0" w x 14'0" h or 21'0" w x 10'8" h Min. required headroom std: 27" Min. required headroom w/hood: 32"	Max. width x height: 21'0" w x 9'0" h Min. required headroom std: 18-1/2" Min. required headroom w/hood: 21-1/4"
Operating speed	Max. opening up to 45 IPS Closing approx. 20 IPS	Max. opening up to 45 IPS Closing approx. 20 IPS
Resistance to windload	Panel in closed position. Consult factory.	
Thermal insulation	0.73 0.13	0.73 0.13
U-value (metric) in W/(m²·K)		
U-value (imperial) in BTU/(h·ft²·°F)		
Panels	Standard: 11/16" thick x 4.3" high Decotherm® 29 ga. steel slats with polyurethane core covered with triple layered skin Optional: Wet paint one or both sides of panel - Available for applications that require it Painted product not recommended and manufacturer's warranty not applicable Standard: Patented noise reduction pads on interior side	
Vision	Optional: 5.9" wide x 2.16" high double-pane polycarbonate. Window positioning: compact or full-width	
Hood	Optional: Galvanized steel	
Thru beam photoeye	Optional	
Light Grid	Standard: Built into guide tracks	
Control	NEMA 4X Smart Start™ NXT, 208 to 575 v / 3-phase Optional: Step-up and step-down transformers Optional: HFCB NEMA 3 Smart Start™ NXT with 230 v only / 1-phase	
Emergency	Chain hoist	Optional: Hand crank

The Steel Ranger™ 9000 L and LH are a class above traditional rolling steel doors. With direct-drive, springless operation, extremely strong panel and fast operating speeds, this revolutionary high performance rolling steel door is the model to choose as an alternative to traditional rolling steel doors in high cycle applications. Our springless design has few moving parts, which translates into low-maintenance operation. The Steel Ranger's compact footprint fits into even the most confined locations. The low headroom track design is available when applications have limited mounting space above the door opening.



1

Sleek and attractive slats 1

Extremely strong and durable, our insulated Decotherm® 29 gauge steel panel slats (Standard color: RAL 9006) are constructed of a polyurethane core. The core is covered with a steel skin that is clad with a zinc coating, a base coating and a special, low-friction RAL 9006 top / finish coating. This special layering process makes the panel especially resistant to damage. Window positioning on the vision slats is available as compact or full-width layout.



2

Patented noise reduction pads promote quiet operation. 2

Built-in light grid 3

A standard, built-in light grid is integral within the low-profile, aluminum guide tracks and protects personnel and goods from contact with the door. Infrared light beams spaced every 1.75" shine across the opening, and if a beam is interrupted, the door is automatically reversed.

In addition to protecting people and goods, this system reduces the likelihood of damage to the door which saves on maintenance costs and downtime.



3



Hörmann Flexon LLC • Starpointe Business Park • 117 Starpointe Boulevard • Burgettstown, PA 15021-9506
Phone: 800.365.3667 • 724.385.9150 • Fax: 724.385.9151 • www.hormann.us • Email: info2@hormann.us

We reserve the right to change specifications without notice. ©Hörmann Flexon LLC, Issue 1.2020)

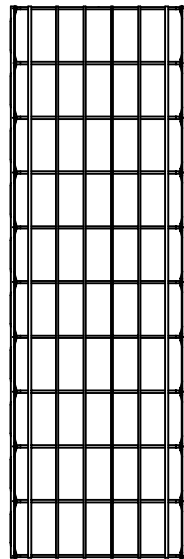
CF 54 CABLOFIL CABLE TRAY

CABLOFIL®

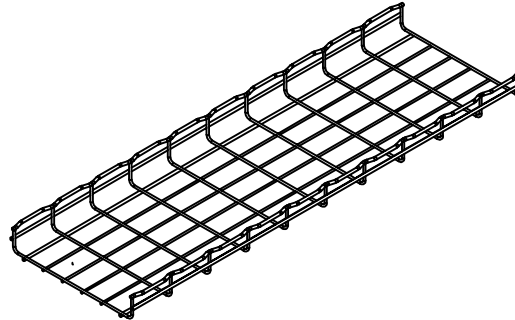
INNOVATORS IN CABLE MANAGEMENT

8319 State Route 4
Mascoutah IL 62258
Phone: 800-658-4641
618-566-3230
Fax: 618-566-3250
www.cablofil.com

Appendix E: Cable Tray - Product Info



TOP



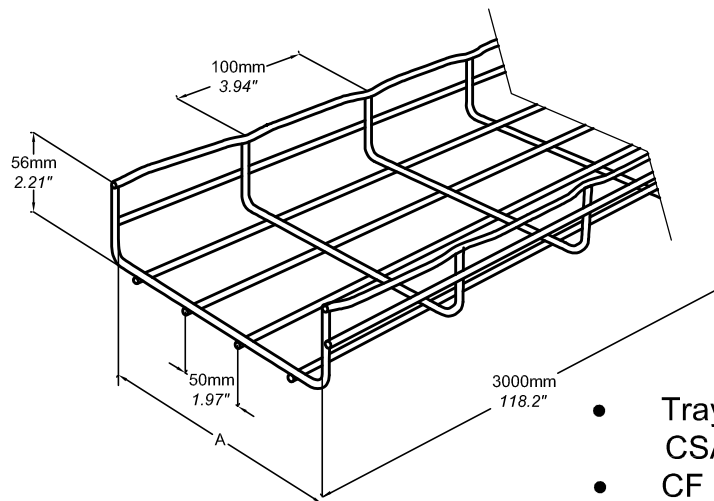
ISOMETRIC



FRONT



SIDE



- Tray designed per NEMA VE-1, CSA C22.2 No. 126
- CF series has top wave wire

		
	in mm	lb
CF54 50	1.967 50	5.3
CF54 100	3.937 100	6.5
CF54 150	5.904 150	7.8
CF54 200	7.872 200	9.0
CF54 300	11.81 300	13.4
CF54 400	15.75 400	22.8
CF54 450	17.71 450	25
CF54 500	19.68 500	24.4
CF54 550	21.65 550	25.9
CF54 600	23.62 600	27.5

	Material	Finish
EZ	Carbon Steel ASTM A510 Grade 1008	Electroplated Zinc, ASTM B633
GC	Carbon Steel ASTM A510 Grade 1008	Hot-Dip Galvanized ASTM A123
BL	Carbon Steel ASTM A510 Grade 1008	Black Painted ASTM D 3451
PE	Carbon Steel ASTM A510 Grade 1008	Custom Painted ASTM D 3451
304L	AISI TYPE 304L	Passivated ASTM A 380
316L	AISI TYPE 316L	Passivated ASTM A 380



WH

BL

PE

316L

EZ

GC

304L

FAS PCH CENTER HANGER

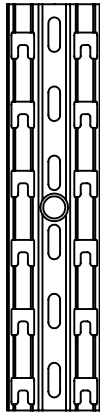
CABLOFIL®

INNOVATORS IN CABLE MANAGEMENT

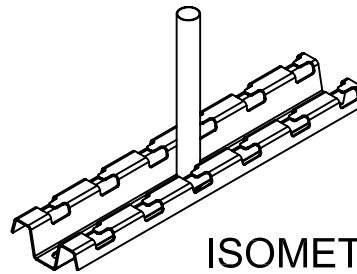
8319 State Route 4
Mascoutah IL 62258
Phone: 800-658-4641
618-566-3230
Fax: 618-566-3250
www.cablofil.com

Appendix F:

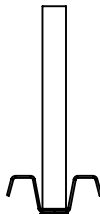
Cable Tray Hanger - Product Info



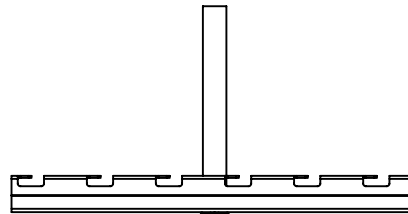
TOP



ISOMETRIC

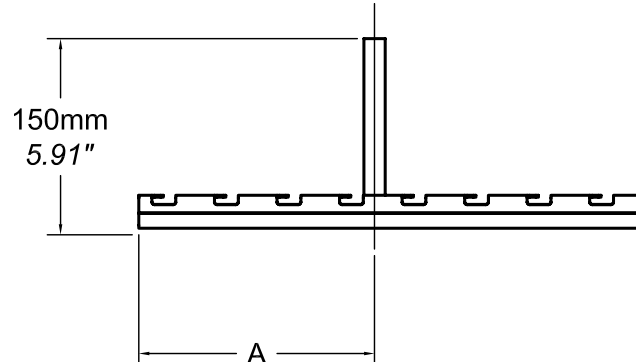
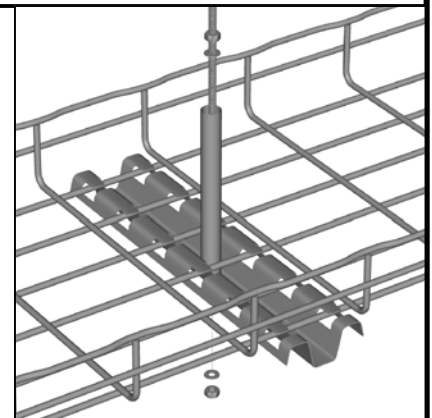
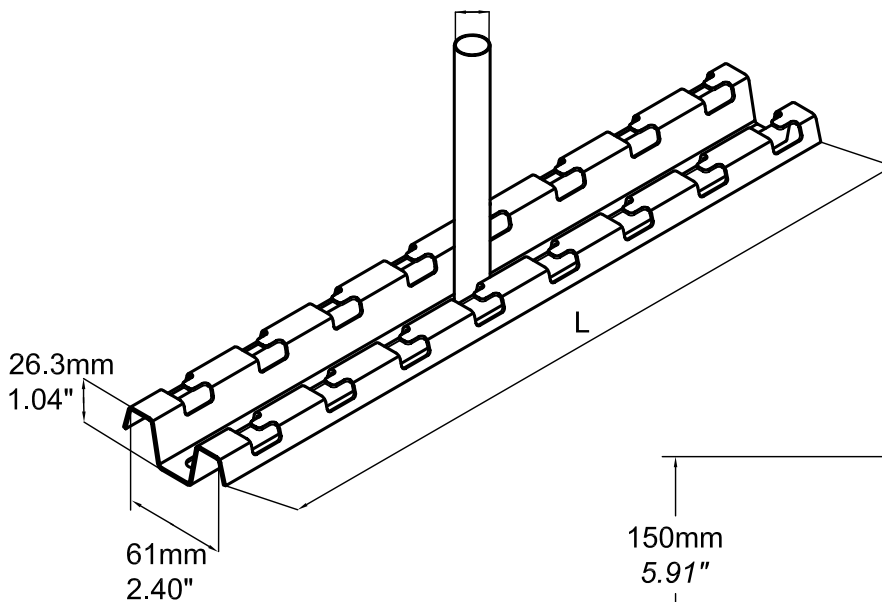


SIDE



FRONT

Ø12.7mm (.5") int



					
	in	mm	in	mm	lb
FASPCH 150	5.67	154	2.13	54	0.45
FASPCH 200	7.64	194	4.09	104	0.63
FASPCH 300	11.57	294	6.06	154	0.89
FASPCH 400	15.51	394	8.03	204	1.15
FASPCH 450	17.48	444	8.03	204	1.28
FASPCH 500	19.45	494	10.00	254	1.41
FASPCH 600	23.39	594	11.97	304	1.67

PG

GC

316L

BL

PE

Appendix G: Hardie Plank Product Info

HardiePlank®

Sleek and strong, HardiePlank® lap siding is not just our best-selling product – it's the most popular brand of siding in America.

With a full spectrum of colors and textures, homeowners can enjoy protection from the elements and the versatility to make their dream home a reality. From Victorians to Colonials, HardiePlank lap siding sets the standard in exterior cladding.

HardieTrim®
Boards
Arctic White

HardiePlank®
Lap Siding
Select Cedarmill®
Khaki Brown

A classic look for
THE HOME OF THEIR DREAMS.

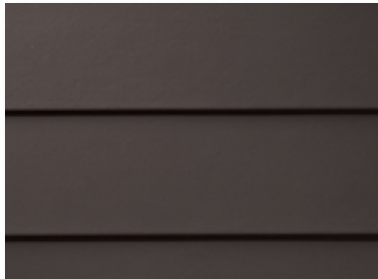
HardiePlank®

Thickness 5/16 in
Length 12 ft planks

SELECT CEDARMILL®



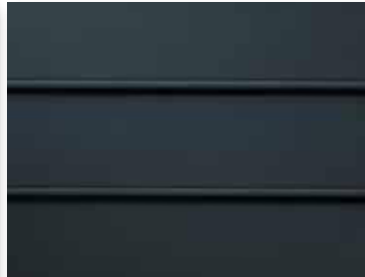
SMOOTH



BEADED CEDARMILL®



BEADED SMOOTH



CUSTOM COLONIAL ROUGHSAWN®



CUSTOM COLONIAL SMOOTH®



RUSTIC CEDAR*



SELECT CEDARMILL® & SMOOTH

Width	5.25 in	6.25 in	7.25 in	8.25 in	9.25 in	12 in
Exposure	4 in	5 in	6 in	7 in	8 in	10.75 in
Prime Pcs/Pallet	360	308	252	230	190	152
ColorPlus Pcs/Pallet	—	280	252	210	—	—
Pcs/Sq	25.0	20.0	16.7	14.3	12.5	9.3

SELECT CEDARMILL®

Width	5.25 in	6.25 in	7.25 in	8.25 in	9.25 in	12 in
STATEMENT COLLECTION™				✓		
DREAM COLLECTION™		✓	✓	✓		
PRIME	✓	✓	✓	✓	✓	✓

SMOOTH

Width	5.25 in	6.25 in	7.25 in	8.25 in	9.25 in	12 in
STATEMENT COLLECTION™				✓		
DREAM COLLECTION™		✓	✓	✓		
PRIME	✓	✓	✓	✓	✓	✓

BEADED CEDARMILL® & BEADED SMOOTH

Width	8.25 in	
Exposure	7 in	STATEMENT COLLECTION™
Prime Pcs/Pallet	240	DREAM COLLECTION™ ✓
ColorPlus Pcs/Pallet	210	PRIME ✓
Pcs/Sq	14.3	

CUSTOM COLONIAL ROUGHSAWN® & CUSTOM COLONIAL SMOOTH®

Width	8 in	
Exposure	6.75 in	STATEMENT COLLECTION™
Prime Pcs/Pallet	240	DREAM COLLECTION™ ✓
ColorPlus Pcs/Pallet	240	PRIME ✓
Pcs/Sq	14.9	

RUSTIC CEDAR*

Width	6.25 in	8.25 in	
Exposure	5 in	7 in	STATEMENT COLLECTION™
Prime Pcs/Pallet	308	240	DREAM COLLECTION™ ✓
ColorPlus Pcs/Pallet	—	—	PRIME ✓
Pcs/Sq	20	14.3	

*Available exclusively in Northern California District

APPENDIX H: FIRE STATION AS-BUILTS

DOWNLOAD FROM:
www.ci.seaside.ca.us

APPENDIX I

City of Seaside COVID-19 Vaccination Requirement Policy

I. Preamble

To protect City of Seaside (“City”) personnel, the community members with whom City personnel interact, and its residents, the City will require all City of Seaside personnel, including employees, contractors who work at City worksites and facilities or interact with City employees or members of the public in the performance of their duties on behalf of the City, volunteers and interns, to be fully vaccinated subject against SARS-COV-2, the virus that causes COVID-19, to the limited exceptions provided below.

The City adopted this vaccination policy as an emergency public health response to mitigate the negative public health consequences associated with increased incidence and test positivity rates and the prevalence of new virus variants, including increased hospitalizations, intensive care unit (“ICU”) admissions, and deaths. This policy is intended to effectuate positive public health outcomes in the City of Seaside by reducing the likelihood of hospitalizations at health care facilities in the City and surrounding areas, ICU admissions to hospitals that serve the City and its community, and deaths.

At this time, the current COVID-19 vaccines approved for use in the United States are effective at helping to reduce the risk of getting and spreading the infection. The current COVID-19 vaccines are also effective at reducing the risk of becoming seriously ill, even if a fully vaccinated person gets COVID-19, and even against the current variants of the virus that causes COVID-19. Although no vaccine is 100% effective at preventing illness in vaccinated people, the currently authorized COVID-19 vaccines remain the best form of protection against COVID-19.

This policy complements the County of Monterey’s Resolution No. 21-272, requiring all County employees to become fully vaccinated against COVID-19 and the Executive Order issued by the White House on September 9, 2021 requiring COVID-19 vaccination for all Federal employees, with exceptions only as required by law.

In accordance with this Policy, City employees, contractors, volunteers and interns may obtain the COVID-19 vaccine at a vaccination site of their choosing. Information on the COVID-19 vaccines and how to obtain vaccination is available at <https://covid19.ca.gov/vaccines/>.

II. Relevant Definitions

1. “City personnel”, for purposes of this Policy and related requirements, includes: (1) City of Seaside employees; (2) Non-employees, including interns, and volunteers, who provide services to the City; and (3) Contractors who are engaged by the City and who work at City worksites and facilities or interact with other City employees or members of the public in the performance of their duties on behalf of the City.

City contractors who qualify as City personnel for purposes of this Policy only include, for

example, contracted staff who work at City worksites or facilities or with the City of Seaside outside of such worksites or facilities. This definition does not include, for example, a third-party attorney who provides legal services exclusively from a remote location. The inclusion of non-employees in the definition of “City personnel” confers no employment status between such individuals and the City.

2. “COVID-19 vaccine” means a COVID-19 vaccine approved by the U.S. Food and Drug Administration under either the Emergency Use Authorization approval process or the Biologics License Application (“BLA”) (*i.e.*, general use) approval process.
3. “Fully vaccinated” means (1) it has been at least two weeks since a person has completed the entire recommended series of a COVID-19 vaccine, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California’s July 26, 2021 Public Health Officer Order which is available at the following web address: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Unvaccinated-Workers-In-High-Risk-Settings.aspx>.

Proof of vaccination includes the following: (1) COVID-19 vaccination record card (issued by the Department of Health and Human Services, Centers for Disease Control & Prevention (“CDC”) or World Health Organization Yellow Card) which includes the name of the person vaccinated, type of vaccine provided and date last dose administered); (2) a photo of a vaccination record card as a separate document; (3) a photo of a vaccination record card stored on a phone or electronic device; (4) documentation of COVID-19 vaccination from a health care provider; (5) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; and (6) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

4. “Partially vaccinated” means (1) a person has received (i) one dose of a two dose recommended series of a COVID-19 vaccine or (ii) the complete recommended series of a COVID-19 vaccine but less than two weeks has elapsed since the person completed the entire recommended series, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California’s July 26, 2021 Public Health Officer Order.

III. Scope

The policy applies to all City personnel including volunteers and Board & Commissioners. The policy is to be administered in conjunction with the City’s COVID-19 Prevention Plan and protocols designed to mitigate risks related to COVID-19 in the workplace and at City facilities or properties. The City’s COVID-19 Prevention Plan is available at

<https://www.ci.seaside.ca.us/602/Policies-and-Procedures>. The City Manager may make changes to this policy and related forms as necessary to manage and administer the policy.

IV. Effective Period

The policy shall be effective immediately and shall remain in full force and effect until the City Manager determines that the local public health circumstances have sufficiently improved to permit the suspension of the policy.

V. Vaccination Requirement

The City requires that City personnel adhere to the following requirements:

1. By October 25, 2021, all City personnel must be partially or fully vaccinated or must have submitted a request for exemption.
2. By November 22, 2021, all City personnel who will seek an exemption must have submitted the request for exemption as outlined in Section VI.
3. By December 6, 2021, all City personnel must be fully vaccinated or must have submitted a request for exemption.
4. Effective November 22, 2021, all newly hired City employees and any new volunteers, interns or contractors must be fully vaccinated or must have submitted a request for exemption.

City personnel who fail to comply with this policy shall not be permitted to perform work at City worksites or facilities, except as outlined in Section VI for employees who are exempt from the vaccination requirement for the limited reasons identified therein.

Required Testing While Personnel Become Fully Vaccinated

Additionally, from October 22, 2021 through December 6, 2021 (the deadline for all City personnel to be fully vaccinated or have submitted a request for exemption), individuals who are not fully vaccinated will be required to undergo weekly testing until they establish that they are fully vaccinated, as defined above, and no later than December 6, 2021. If individuals are granted an exemption pursuant to Section VI below, they will be subject to the terms of the established reasonable accommodation.

VI. Limited Exemptions to Vaccination Requirement

Limited Exemptions for City Employees:

1. City employees may request a reasonable accommodation to the vaccination

requirement if they:

- A. Have a medical condition, disability, or other medical restriction that affects their ability to safely receive a COVID-19 vaccine, as verified by their Health Care provider, and are requesting an exemption as a reasonable accommodation; or,
 - B. Object to COVID-19 vaccination based on their sincerely-held religious belief, practice, or observance.
2. Requests for exemption must be submitted according to the requirements set forth in Section VI, below. If a person's request for exemption is not approved, they must be partially or fully vaccinated within one week and fully vaccinated within seven (7) weeks of when they were notified that their request for exemption was not approved. Individuals who are required to vaccinate and were denied a requested exemption will be required to undergo weekly testing until they are fully vaccinated within the applicable timeframe.
3. To seek a reasonable accommodation from the vaccination requirements in this Policy, City employees must use the process and forms designated by the City for this purpose, and include supporting documentation as follows:
- A. Contact City Human Resources Department at 899-6712 or access the appropriate form through <http://www.ci.seaside.ca.us/602/Policies-and-Procedures>. The available forms are:
 - a. Disability Accommodation Request Form; and
 - b. Religious Accommodation Request Form

Employees may contact the Samantha Sakhrani in the City's Human Resources Department at 899-6711 or salcaraz@ci.seaside.ca.us to request the form or assistance with completing the form.

- A. Complete and submit the applicable form(s) as directed by the City's Human Resources Department.
- B. The Human Resources Department will then contact the employee to request additional information, as necessary, and to engage the employee in an interactive process if the employee so qualifies.

Limited Exemptions for City Contractors, Volunteers, and Interns

If a City contractor, volunteer or intern is covered by this policy and does not meet the vaccination requirements, the individual's sponsoring department may request an ad hoc

exemption from the City, who will consider the requested exemption on a case-by-case basis. The City Manager or his / her designee's consideration will include, but not be limited to, the sponsoring department's need and whether the contractor, volunteer, or intern meets the standard for an exemption available to City employees, as described above.

VII. Vaccine Boosters

If COVID-19 vaccine booster doses become necessary to prevent the contraction and transmission of the virus that causes COVID-19, this vaccination policy and the requirements and limited exemptions set forth herein shall apply to COVID-19 vaccine boosters.

Under such circumstances, all City personnel must receive a COVID-19 vaccine booster when public health authorities, including the United States Centers for Disease Control, the California Department of Public Health ("CDPH"), or the Monterey County Department of Public Health indicate that a COVID-19 vaccine booster is necessary, based on the COVID-19 vaccine that the employee received and the date upon which the employee became fully vaccinated.

VIII. Confidentiality of Vaccination Records

The City will treat all vaccination records as confidential medical information and maintain such records as required by the Confidentiality of Medical Information Act ("CMIA"), California Civil Code §§ 56.20, 56.21.

The City will not use or disclose such information, unless authorized to do so or as permitted or required under the law.

**AUTHORIZATION FOR THE CITY OF SEASIDE’S USE AND
DISCLOSURE OF CONFIDENTIAL MEDICAL INFORMATION**

Confidentiality of Medical Information Act (“CMIA”), Civil Code §§ 56.20, 56.21.

Pursuant to California’s Confidentiality of Medical Information Act, I,
_____**[Name of City Personnel]**_____, authorize the City of
Seaside to use and disclose information regarding my COVID-19 vaccination
status for legitimate, non-discriminatory business purposes where my vaccination
status is necessary for the City to make work-related decisions authorized by or in
order to comply with federal, state, or local law or regulation that takes a person’s
vaccination status into account.

Specifically, I authorize the City to use and disclose this information for the
purposes provided under the Cal/OSHA COVID-19 Regulations (8 C.C.R.
§§ 3205-3205.4), including, but not limited to, decisions regarding the use of face
coverings.

This authorization is limited to the following types of information:

Information regarding my COVID-19 vaccination status.

The City is authorized to use this information for the following purposes:

For legitimate, non-discriminatory business purposes where
information regarding my vaccination status is necessary for the City
to make work-related decisions authorized by or in order to comply
with federal, state, or local laws that take a person’s vaccination status
into account.

**The following parties are authorized to disclose this information for the
above purposes:**

The City and the City’s designated agent(s) where:

1. The disclosure of my vaccination status is or may be impliedly or
constructively disclosed by my action(s) (*e.g.*, not wearing a face
covering in the workplace); and/or

2. The disclosure of my vaccination status is or may be impliedly or constructively disclosed by action(s) of the City or the City's designated agent(s) (e.g., allowing me to not wear a face covering in the workplace).

The following parties are authorized to receive disclosure of this information for the above purposes:

Any agent or employee of the City, visitor, invitee or other member of the public accessing the City's premises or facilities, etc., who may become aware of my vaccination status, by my action(s) and/or those of the City (e.g., become aware that I am fully vaccinated by my choice to remove a face covering in the workplace with the City's consent).

Authorization period:

The parties specified above are authorized to disclose information regarding my COVID-19 vaccination status in the manner specified above through **June 30, 2022**.

Right to receive a copy of this authorization:

I understand that if I sign this authorization, I have the right to receive a copy of this authorization. Upon request, the City will provide me with a copy of this authorization.

I authorize the limited uses and disclosures of my medical information as described above for the purposes listed above. I understand that this authorization is voluntary and that I am signing this authorization voluntarily.

Name (PLEASE PRINT)	Signature	Date
---------------------	-----------	------

Disability Accommodation Request Form For City of Seaside Policy Requiring COVID-19 Vaccination

The City of Seaside ("City") affords equal employment opportunity for all qualified employees and applicants as to all terms of employment and prohibits discrimination against employees or applicants based on classifications protected by law, including, but not limited to, those with qualifying disabilities. Accordingly, the City provides accommodations for employees and applicants whose qualifying disabilities conflict with an employment requirement, unless providing such accommodation would impose an undue hardship on the City and its conduct of City business.

To promote a safe and healthful workplace for employees, contractors, volunteers and interns and to promote the health and safety of employees, contractors, volunteers and interns, and members of the public who may visit City's worksites and facilities, and the community in general, the City requires that all employees, contractors who work at worksites and facilities or interact with City employees or members of the public in the performance of their duties on behalf of the City, volunteers, and interns be fully vaccinated in accordance with the City's COVID-19 vaccination policy.

Employees may use this form to request an accommodation or exemption to the City's requirement if they have a contraindication to the available COVID-19 vaccines recognized by the Centers for Disease Control and Prevention ("CDC") or by the vaccines' manufacturer, or a qualifying disability, including pregnancy-related conditions, that precludes their vaccination.

Employees requesting an accommodation must complete this form and provide all of the requested information:

Section A: General Information and Worksite Information

Employee's Name _____
Employee's Job Title: _____
Employee's Supervisor: _____
Employee's Department: _____
Employee's Worksite: _____

Section B: General Position and Worksite Information

Please check all that currently apply to you:

- ☐ I perform work onsite at a City worksite or facility.
- ☐ My essential job duties require that I interact in person with City employees, visitors, or members of the public.
- ☐ I perform work in shared or communal spaces or areas where City employees, visitors, or members of the public may also be present.

Section C: Reason for Request

- ☐ I have a physical or mental disability (which can include a contraindication to each of the FDA-approved COVID-19 vaccines) that limits or precludes my ability to be fully vaccinated against COVID-19.
- ☐ The certification from my medical provider is attached (**the medical provider should not disclose information about your diagnosis or condition; the certification**).

Section D: Requested Accommodation

- ☐ Please describe the accommodation* you are requesting**:

** Please note that an accommodation must enable you to meet the essential functions of your job and must not impose an undue hardship on the City or pose a direct threat to your health and safety or the health and safety of others in the workplace.*

Further, please note that the City adopted the vaccination policy based on public health concerns in the community and in order to effectuate positive public health outcomes in the community and to protect the health and safety of all employees and individuals who come to the agency. While the City will, on an individualized basis, evaluate each request for accommodation from the vaccination policy, please note that the circumstances requiring that the City adopt such policy may continue for some time and it may not be possible to provide workplace accommodations at all or non-workplace accommodations in perpetuity.

*** Please note that the City will consider your preferred accommodation and other possible accommodations for your health or medical condition.*

My signature below indicates that the information I have provided in this form is true and correct. I also understand that in evaluating my request for an accommodation, the City will request an additional document(s) from my health care provider, and may not grant my requested accommodation if it does not allow me to perform my essential job duties, if it imposes an undue hardship on the City, or if it poses a direct threat to my health and safety or to the health and safety of others.

Employee's Signature

Date

Religious Accommodation Request Form For City of Seaside Policy Requiring COVID-19 Vaccination

The City of Seaside ("City") affords equal employment opportunity for all qualified employees and applicants as to all terms of employment and prohibits discrimination against employees or applicants based on classifications protected by law, including, but not limited to, religion, creed, and religious belief, practice, or observance.

Accordingly, the City provides accommodations for employees and applicants whose sincerely held religious belief, practice, or observance conflicts with an employment requirement, unless providing such an accommodation would impose an undue hardship on the City and its conduct of City business.

To promote a safe and healthful workplace for employees, contractors who work at City worksites and facilities or interact with City employees or members of the public in the performance of their duties on behalf of the City, volunteers, and interns, and to promote the health and safety of employees, contractors, volunteers and interns, and members of the public who may visit City worksites and facilities and the community in general, the City requires that all employees, contractors, volunteers, and interns become fully vaccinated against COVID-19 in accordance with the City's COVID-19 vaccination policy.

Employees may use this form to request a religious accommodation to the vaccination requirement if they have a sincerely held religious belief, practice, or observance that conflicts with the City's requirement that all employees, contractors, volunteers and interns receive a COVID-19 vaccination.

Employees requesting an accommodation must complete this form and provide all of the requested information:

Section A: General Information and Worksite Information

Employee's Name: _____

Employee's Job Title: _____

Employee's Supervisor: _____

Employee's Department: _____

Employee's Worksite: _____

Section B: General Position and Worksite Information

Please check all that currently apply to you:

- ☐ I perform work onsite at a City worksite or facility.
- ☐ My essential job duties require that I interact in person with City employees, visitors, or members of the public.
- ☐ I perform work in shared or communal spaces or areas where City employees, visitors, or members of the public may also be present.

Section C: Religious Belief, Practice, or Observance

Do you have a sincerely held religious belief, practice, or observance that conflicts with the requirement that you receive a COVID-19 vaccination?

- ☐ Yes
- ☐ No

Description of Religious Belief, Practice, or Observance

Please describe how your sincerely held religious belief(s), practice(s), or observance(s) conflict(s) with the requirement that you receive a COVID-19 vaccination:

Section D: Requested Accommodation

Please describe the accommodation* you are requesting**:

** Please note that an accommodation must enable you to meet the essential functions of your job and must not impose an undue hardship on the City or pose a direct threat to your health and safety or the health and safety of others in the workplace.*

Further, please note that the City adopted its COVID-19 vaccination policy based on public health concerns in the community and in order to effectuate positive public health outcomes in the community and to protect the health and safety of all employees and individuals who come to the agency. While the City will, on an individualized basis, evaluate each request for accommodation from the COVID-19 vaccination policy, please note that the circumstances requiring that the City adopt such policy may continue for some time and it may not be possible to provide workplace accommodations at all or accommodations in perpetuity.

*** Please note that the City will consider your preferred accommodation and other possible accommodations for your religious belief, practice, or observance.*

My signature below indicates that the information I have provided in this form is true and correct. I also understand that in evaluating my request for an accommodation, the City may not grant my requested accommodation if it does not allow me to perform my essential job duties, if it imposes an undue hardship on the City, or if it poses a direct threat to my health and safety or to the health and safety of others.

Employee's Signature

Date

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20____ by and between 101 Builders Inc. whose place of business is located at 10435 Monterey Road, Gilroy CA 95020 ("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 _____ day of December 16, 2021 awarded to Contractor the following Contract:

PROJECT NUMBER 344-8910-9556

**Fire Station Upgrades
located at
1635 Broadway Avenue, 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 Five Hundred Ninety Thousand Nine Hundred Thirty Two Dollars (\$590,932.00) 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 45 Working Days from the Commencement Date and 10 Working Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated Michael Brennan of Wallace Group 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 Designer

- A. **Wallace Group** furnished the Plans and Specifications and shall have the rights assigned to Designer 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 One Hundred Dollars (\$1,100.00)** 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 One Hundred Dollars (\$1,100.00)** 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 3132	Material Data & Existing Conditions
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 9113	Addenda
Document 01 1100 through 01 7700	General Requirements
Document 02 080	Asbestos & Lead Paint Abatement
Document 08 3323 13	Overhead Rapid Coiling Doors
Document 09 9113	Exterior Commercial Paints and Coatings

- 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: 101 Builders Inc.

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
Roberta Greathouse, Acting City Manager

(Print Name)

Attest: _____
Dominique L. Davis, City Clerk

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

END OF DOCUMENT

October 2021

DOCUMENT 00 4113

BID FORM

TO CITY OF SEASIDE

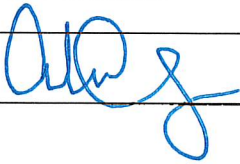
THIS BID IS SUBMITTED BY:

101 Builders, Inc.

(Firm/Company Name)

Re: **Fire Station Upgrades** located at **1635 Broadway, Seaside, CA 93955.**

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 00 5200 (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 00 1000 (Notice Inviting Bids), and Document 00 2113 (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
1	11/12/21	

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:

BID

October 2021

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.

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	1	LS	14,270 ⁰⁰	14,270 ⁰⁰
2	Exterior Demolition and Removal/Reinstall	1	LS	31,386 ⁰⁰	31,386 ⁰⁰
3	Asbestos and Lead Abatement	1	LS	160,034 ⁰⁰	160,034
4	Termite Treatment	1	LS	2,600	2,600
5	Siding and Trim	1	LS	17,559	17,559
6	Paint	1	LS	48,910	48,910
7	Bay Doors – Removal and Disposal	1	LS	3343	3343
8	Bay Doors – Utility Modifications	1	LS	66,901	66,901
9	Bay Doors – Supply, Install and Startup	1	LS	217,099	217,099
				TOTAL BASE BID	562,101
10	Add Alternative 1 – West Elevation Siding	1	LS	28,830	28,830
				TOTAL ALT 1	28,830
				GRAND TOTAL	\$590,931 ⁰⁰
The GRAND TOTAL BID AMOUNT described in words is:					
Five Hundred Ninety Thousand Nine Hundred Thirty One dollars					
and ⁰⁰ / ₁₀₀ /100 DOLLARS)					

NOTES:

In case of error in extension of price into the total price column, the unit price will govern.

- Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
- The undersigned Bidder understands that Owner reserves the right to reject this Bid.
- 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

- 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.

(Signature of Bidder)

Packet Page 350

October 2021

Business Address:

10435 Monterey Rd. Gilroy, CA 95020

Contractor's Representative(s):

Antoinette Schreder

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

Antoinette Schreder

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

408-842-3355

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

408-608-6797

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

11/12/21

END OF DOCUMENT

City of Seaside
FY 22 Running Budget totals - budget amendments
As of 12/16/2021

Operating Budget		Approval Date
Adopted Surplus	\$ 107,278.00	6/17/2021
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleanup	(50,000.00)	10/7/2021
Parking Enforcemnt Vehicle	(80,525.67)	11/4/2021
Increase CSS grant	(105,459.00)	12/2/2021
Increase City Attorney - personnel budget	(16,721.75)	12/2/2021
Hdl - cannabis audit and consulting	(75,000.00)	12/2/2021

Running total surplus/ (deficit): \$ (295,455.42)

Capital Budget/Unassigned Fund Balance		Approval Date
Projected Unassigned Fund Balance	\$ 12,966,234.00	6/17/2021
Less:		
Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	10/7/2021
Parking Lot	(1,240,000.00)	10/7/2021
Laguna Grande Improvements	(55,100.00)	11/18/2021
Fire Station #1 improvements (paint, doors, etc)	(329,761.30)	pending
Less:		
Operating deficit	(295,455.42)	

Running total, Unassigned Fund Balance: 10,592,430.28

Notes: Operating deficits are paid from unassigned fund balance.

Use of unassigned fund balance will also impact the 5 year forecast presented at the time of budget adoption.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ashley Collick, Assistant City Manager

DATE: December 16, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE THE COMMUNITY SOCIAL SERVICES GRANT
PROGRAM FULLY FUNDING THE 2021 RECOMMENDATIONS**

RECOMMENDATION

Adopt the resolution authorizing the City Manager to execute the Community Social Services program grant contracts in an amount not to exceed \$425,459.00

BACKGROUND

In 2020, the City Council created the Community Social Services grant program and designated \$320,000.00 to enhance community and social services. On July 15, 2021, the Council voted to designate 1/3 of \$320,000.00 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding.

On November 18, 2021, the Ad Hoc committee who reviewed the proposals recommended fully funding applicants based on the scoring and ranking of the proposals, and awarding the remaining balance to an additional organization. Ultimately, the Council voted unanimously to fully fund the recommended applicants, amending the budget to award an additional \$105,459.00. Increasing the total grant program to \$425,459.00.

This item is a clean up item to formally authorize the amount approved for each recipient.

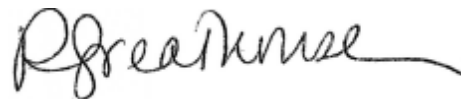
FISCAL IMPACT

Applicant	Program	Award amount
Building Healthy Communities	Youth Leadership Academy	105,318
Road to Reality	Life skills program	29,141
Community Partnership for Youth	Afterschool Mentor / Tutor Program	100,000
Meals on Wheels	Home Delivered Meals Program	20,000
Sun Street Centers	Seaside Substance Abuse Services	50,000
The Village Project	Therapeutic Services	121,000
Total Grant Costs		425,459

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM TO FULLY FUND THE CITY COUNCIL'S 2021 APPROPRIATIONS

WHEREAS, In 2020, Council created the Community Social Services grant program and designated \$320,000.00 to enhance community and social services; and

WHEREAS, On July 15, 2021, the Council voted to designate 1/3 of \$320,000.00 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding; and

WHEREAS, Staff distributed a Request for Proposals seeking proposals from public or private nonprofit organizations, including community-based organizations (CBO) and faith-based organizations serving Seaside residents. Grass-root organizations which were not officially recognized as non-profits were required to align with an established non-profit to apply; and

WHEREAS Eight proposals were received by the October 3, 2021, deadline and deemed eligible; and

WHEREAS, An ad-hoc committee of professionals, consisting of City staff, community and social service professionals, and community residents, were responsible for reviewing proposal applications; and

WHEREAS, Each organization had an opportunity to score 100 points maximum on their proposal. The following criteria was used to score each proposal: demonstrated project need & target population (30 points); quality of and need for the practice or program proposed (20 points); evidence that the program or practices are effective (10 points); potential for maximum positive impact (20 points); organization and staff experience and capabilities (10 points); cost-effectiveness and funding match (10 points); and

WHEREAS, Organizations were recommended for funding based on their ranking, and the committee chose to fully fund those organizations and award the remaining balance to an additional organization. The organizations were separated into two categories per the request for proposals, with 1/3 of the funding awarded to new programs /proposals; and

WHEREAS, The 2/3 funding recommendations (\$214,400.00) were Meals on Wheels with a total average score of 82 at \$20,000.00; Sun Street Centers with a total average score of 81.3 at \$50,000.00; Community Partnership for Youth with a total average score of 81.0 at \$100,000.00; and The Village Project with a total average score of 78 with the remaining balance of \$44,400.00 (requested \$121,000.00); and

WHEREAS, The 1/3 funding recommendations (\$105,600.00), Road to Reality with a total average score of 65 at \$29,141.00; and Building Healthy Communities with a total average score of 57 with the remaining balance of \$76,459.00 (requested \$105,318.00); and

WHEREAS, On November 18, 2021, the Council considered the committee recommendations and voted to approved their recommendation with an additional budget amendment authorizing an additional \$105,459.00 to fully fund The Village Project and Building Healthy Communities proposals; and

WHEREAS, applicants are required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside does hereby direct the City of Seaside City Manager to execute on behalf of the City Council, the Community Social Services program contracts not to exceed \$425,459.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of December 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: December 16, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING STAFF TO WAIVE DROP-IN FEES FOR LAP AND RECREATIONAL SWIM AT THE PATULLO SWIM CENTER ON DECEMBER 23, 27, AND 28, 2021.

RECOMMENDATION

Adopt the resolution authorizing staff to waive drop-in fees for lap and recreational swim times on December 23, 27, & 28, 2021.

BACKGROUND

The Oldemeyer Center will be closed from December 23 - 28, 2021, for termite remediation. The closure requires the building to be tented, and when the tent is installed there is a possibility that the communication antenna on the roof will need to be removed. The communication antenna provides a wireless network signal to the Pattullo Swim Center and the Youth and Education Center. If the antenna is removed, the network signal for the other two facilities will be lost. This means there will be no access to the internet/network as well as the City's phone system.

A network connection is required to process payments for the drop-in lap and recreational swim programs. The majority of the users pay with a credit card or use their monthly swim passes that need to be swiped into the system. The swim center is already scheduled to be closed for maintenance from December 29 - January 2, 2022. In lieu of closing the facility for three additional days during the holiday break, staff recommends allowing drop-in users to utilize the facility free of charge during the affected days if the antenna needs to be removed. Otherwise, payments will be processed as usual.

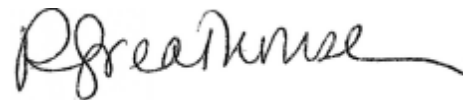
FISCAL IMPACT

The pool collects an average of \$200.00 a day in drop in fees. The estimated fiscal impact of allowing drop-in users to swim for free on December 23, 27, & 28 is \$600.00.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING STAFF TO WAIVE DROP-IN FEES FOR LAP AND RECREATIONAL
SWIM AT THE PATTULLO SWIM CENTER ON DECEMBER 23, 27, AND 28, 2021.**

WHEREAS, due to the closure of the Oldemeyer Center for termite remediation, and the possibility of the communication antenna being removed for the tenting of the building; and

WHEREAS, the communication antenna provides a wireless network signal to the Pattullo Swim Center and Youth Education Center, and if the antenna is removed the network signal for the two facilities will be lost; and

WHEREAS, there may be no access to the internet/network as well as the City's phone system, which is required to process payments for drop-in lap & recreational swim programs as the majority of user pay with credit cards or use their monthly swim passes that need to be swiped into the system; and

WHEREAS, closing the Pattullo Swim Center for three additional days during the holiday break when it is already scheduled to be closed for routine maintenance from December 29, 2021 – January 2, 2022, would affect the community at large who use the facility regularly; but

WHEREAS, if the antenna does not need to be removed, payments for drop-in use will be processed as usual.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves authorizing staff to waive drop in fees for lap and recreational swim at the Pattullo swim center on December 23, 27, and 28, 2021, if needed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of December by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ben Nurse, Housing Program Manager

DATE: December 16, 2021

**SUBJECT: ADOPT AN URGENCY ORDINANCE TO IMPLEMENT NEW STATE
LEGISLATION SENATE BILL 9 THAT PROVIDES FOR
MINISTERIAL APPROVAL OF UP TO TWO UNITS AND/OR A LOT
SPLIT IN RESIDENTIAL SINGLE-FAMILY ZONES.**

RECOMMENDATION

Adopt an urgency ordinance to waive the reading, introduce, and adopt the attached urgency ordinance establishing regulations for the subdivision and development of qualified Senate Bill 9 properties within the City of Seaside.

BACKGROUND

On September 16, 2021, Governor Newsom signed Senate Bill 9 (SB 9) into law, substantially altering low-density, single-family zoning throughout the state. The most significant component of this bill is that it requires ministerial approval of one-time, two-lot subdivision and/or development projects for up to two (2) units per lot. The proposed subdivision or development project is required to meet certain qualifying location and development criteria. Although the new law supersedes varying City of Seaside regulations regarding subdivision and development standards, SB 9 preserves some authority for local agencies to enact regulations through the adoption of new objective subdivision and zoning regulations. The law is scheduled to become effective on January 1, 2022.

On December 2, 2021, staff presented a summary of the new state regulations to the City Council. Following discussion of the issues surrounding the new law, the City Council directed staff to prepare an Urgency Ordinance which would allow the City of Seaside to establish regulations prior to January 1, 2022. The urgency ordinance would be adopted pursuant to California Government Code § 36937(b) which states that ordinances adopted to protect the health, safety, or welfare of the public require a four-

fifths vote of the City Council and become effective immediately.

ANALYSIS

The purpose of the Urgency Ordinance is to establish objective standards and regulations to govern the subdivision of parcels and the development of new dwellings on residential parcels in City of Seaside that are subject to recently passed Senate Bill 9. The establishment of these regulations will result in the orderly subdivision and development of parcels while ensuring that the new units are consistent with the character of the City of Seaside and to minimize impacts with regards to public infrastructure and public safety. The draft regulations establish what types of parcels are eligible for a lot-split, the size and shape of the parcels, the scale of development, and design standards for proposed dwellings. The Urgency Ordinance is effective for a period of forty-five (45) days from its date of adoption. However, within that time period, the City Council can hold a public hearing to extend the ordinance for an additional 22 months and 2 weeks.

Contents of Proposed Urgency Ordinance

The urgency ordinance establishes an applicable set of regulations to allow for the ministerial review of SB 9 projects in a comprehensive and thorough manner while being consistent with the City of Seaside's character and its General Plan. Its adoption will also permit staff additional time to develop a more comprehensive set of regulations that thoroughly address all issues.

The ordinance regulations contain the following sections:

- Purpose and Intent.
- Definitions. – Provides definitions and clarification for commonly used terms in the new code.
- Eligibility of properties for a subdivision. – Establishes the types of properties that cannot be subdivided due to the following: a previous SB 9 subdivision; historical designation; demolition of existing affordable housing or rental unit; existing natural hazards; environmental constraints, parcels encumbered with an open space easement; farmlands; wetlands; hazardous waste sites. These criteria are taken primarily from the state law.
- Objective standards and requirements for a subdivision. – Provides objective requirements for the ministerial evaluation of a two-lot subdivision by regulating minimum lot area, parcel width, access, grant of easements, utilities, and deed restrictions on further subdivisions and the provision of income restricted units.
- Objective standards and requirements for dwelling units on a parcel that is not being subdivided. – Continues to use the City's current formulas to determine maximum floor area ratio (FAR) for the existing parcel, allows for 4 units on the parcel, requires a signed affidavit that the owner intends to live on the parcel for 3 years, and places limits on SB 9 units with a maximum permitted floor area of 800 square feet for new SB 9 units, one parking space, 24-foot height limit, and

rental limitations.

- Objective standards and requirements for dwelling units on a subdivided parcel.
 - Similar to the previous section but strictly limits the number of units to 2 (no ADU or JADU) and limits the floor area of any new SB 9 units to a maximum of 800 square feet. The regulations also state that all new units can be affordable to very low and low-income residents.
- Objective building design requirements for all SB 9 projects. – Provides objective standards for the development of dwelling units on all SB 9 projects. Includes materials types, exterior colors, lighting, fire sprinklers, and location of structures.
- Permit review process. – Requires ministerial review of all projects.
- Fees.
- Owner Occupancy Compliance.
- Environmental Clearance (CEQA). – The adoption of this urgency ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to the general rule described in Section 15061(b)(3) of the CEQA Guidelines, because the ordinance does not have the potential to cause a significant effect on the environment.

CONCLUSION

This temporary, urgency ordinance establishes a thorough and complete set of regulations that will allow staff to comprehensively review all new SB 9 related development applications starting January 1, 2022, and enforce objective standards that retain the character of the community. In addition, it will ensure that the City of Seaside remains compliant with current state law. This ordinance will also provide the basis for developing permanent regulations through future public hearings with the Planning Commission, where residents can provide additional public input and ultimately be reviewed and adopted by the City Council. Staff will also monitor and track the number of projects submitted under this article and provide updates to the City Council as requested.

PUBLIC COMMENTS/NOTICE

Within fifteen days after the passage of this ordinance, the City Clerk shall cause this ordinance or a summary thereof to be published once, with the names of those City Councilmembers voting for or against it in a newspaper of general circulation in the City of Seaside, as required by law.

FISCAL IMPACT

The preparation of the urgency ordinance has resulted in staffing costs which are borne directly by the City of Seaside. Fees currently established and approved by the City Council will be collected to cover the review of SB 9 subdivision and development projects.

ATTACHMENTS

1. Seaside_SB 9 Urgency Ordinance DRAFT
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

ORDINANCE _____

**AN URGENCY ORDINANCE OF THE CITY OF SEASIDE, CA
AMENDING TITLE 17 (ZONING ORDINANCE CODE) OF THE CITY
OF SEASIDE MUNICIPAL CODE TO ADD CHAPTER 17.13 (SENATE
BILL 9 DUPLEXES AND PARCEL MAPS FOR URBAN LOT SPLITS) TO
IMPLEMENT RECENT HOUSING BILLS**

WHEREAS, this Ordinance is adopted as an urgency ordinance pursuant to Government Code Section 65858. The facts constituting the urgency are as follows:

- a) On or about September 16, 2021, Governor Newsom signed into law Senate Bill 9 (“SB 9”), entitled the “California Home Act”, an act to amend Section 66452.6 of and to add Sections 65852.21 and 66411.7 to the Government Code relating to land use; and
- b) SB 9 requires a proposed housing development containing no more than two residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements; and
- c) SB 9 further requires a local agency to ministerially approve a parcel map for a lot split for a parcel in a single-family residential zone that meets certain requirements; and
- d) The increased density and intensity of development authorized by SB 9 has the potential to negatively impact privacy, access for emergency vehicles, cost of services, and aesthetics of residential neighborhoods.
- e) SB 9 authorizes local jurisdictions to apply objective zoning standards, objective subdivision standards, and objective design standards, subject to certain limitations in the statute, and provides that these standards may be embodied in alternative objective land use specifications adopted by a local agency; and
- f) The City of Seaside’s natural beauty including views of the Bay, and significant residential communities is a uniquely valuable public resource. The reasonably regulated and orderly development of single-family residential construction and subdivision projects as permitted by SB 9 is desirable; and
- g) The City of Seaside is locked into a structural deficit as it pertains specifically to serving, maintaining, and replacing municipal infrastructure in existing single-family residential zones; and

- h) SB 9 does not provide for the conditioning of new duplexes and lot splits, qualified under SB 9 for ministerial approval, with the fair and proportionate exaction of fees to maintain infrastructure in single-family residential neighborhoods; and
- i) Any increase to the consumption of municipal services and infrastructure will exacerbate the existing structural deficit in single-family residential zones and compete for funding from other general fund services such as life-saving emergency medical services, police, and fire; and
- j) On December 2, 2021, the staff analysis estimated that approximately 1,800 lots could be split pursuant to SB9 and approximately 682 residential parcels could add a new duplex, resulting in, if all developed in over 6,764 new single family units; and
- k) The City of Seaside has received multiple public inquiries from architects, developers, and residents regarding SB 9 development projects and the new state law, underscoring the need for the City to update its regulatory scheme to bring it into compliance with the requirements of the bill; and
- l) Prior to SB 9 taking effect on January 1, 2022, the City Council wishes to adopt objective standards for the approval of housing development projects and parcel maps that are protective of the health, safety, peace, and general welfare of Seaside residents and consistent with the requirements of State law; and
- m) The implementation of SB 9 without standards for the ministerial approval of development projects and lot splits would create a current and immediate threat to the public health, safety, or welfare, and therefore the City Council wishes to adopt an urgency ordinance that will allow for the orderly and effective implementation of SB 9; and
- n) Unregulated or disorderly development represents an ever-increasing and true threat to the health, welfare and safety of the community.
- o) The new California Home Act does not include objective zoning, subdivision, and design standards, such as floor area, height, fencing regulations, subdivision and site development standards and regulations that require development projects including accessory dwelling units (ADUs) be designed to respect the visual and acoustic privacy of primary residences on contiguous lots and to preserve the scenic views of principle structures on contiguous lots.
- p) The City Council finds that the public health need of the community is met by the immediate adoption of Chapter 17.13 of the Seaside Municipal Code (SMC) as objective standards, since rampant and unplanned development and lots splits will be aesthetically displeasing and out of harmony with the character of this community so as to constitute visual blight which reduces the quality of life within the community to the extent that the overall public health is detrimentally affected. Given the short time the City has prior to the State provisions going into effect, there is an immediate need for such policy.
- q) There is insufficient time for consideration of and recommendation on the vast amount of options for objective standards and related code amendments by the Planning

Commission (Commission) prior to action by the City Council. The Council therefore declares that an urgency ordinance, pursuant to City of Seaside Section 65858 is an appropriate measure to adopt standards, pending consideration of a permanent ordinance by the Commission.

- r) California Government Code Section 65858 authorizes the City to adopt an urgency measure by a four-fifths (4/5ths) vote where necessary to protect the public health, safety, and welfare without following the procedures otherwise required prior to adoption of a zoning ordinance.
- s) Any urgency measure adopted pursuant to Government Code Section 65858 shall be of no further force and effect forty-five (45) days from its date of adoption unless extended by the legislative body. During the effective term of the urgency ordinance, City staff intends to undertake further study and present its recommendations to the City Council regarding permanent revisions to the City's regulatory scheme pertaining to residential development and subdivision projects and consistent with the goals and policies of the City's General Plan, California Planning and Zoning Law, and the provisions of California Government Code Section 65858.

WHEREAS, The Council declares that this urgency ordinance, which is effective immediately, is necessary as an emergency measure to preserve the public peace, health, or safety, by adopting objective standards for the approval of two-unit development and urban lot splits on single-family zoned lots and related code amendments prior to SB 9 taking effect on January 1, 2022.

WHEREAS, pursuant to Government Code Sections 66411.7(n) and 65852.21(j), an ordinance adopted to implement the requirements of SB 9 shall not be considered a project under CEQA. The proposed ordinance is therefore exempt from CEQA.

NOW, THEREFORE, the City of Seaside City Council hereby ordain as follows:

SECTION I. FINDINGS.

Based on the entirety of the record as described above, the City of Seaside City Council for the hereby makes the following findings:

1. All of the facts and recitals above are true, correct, incorporated herein and made a part hereof such that there exists a current and immediate threat to the public health, safety, and welfare requiring immediate implementation of an urgency ordinance to regulate residential development projects, subdivisions and site developments in the City of Seaside.

2. The urgency ordinance is necessary for the immediate preservation of the public peace, health, and safety because the subdivision of lots and design and construction of single-family residences, duplexes and accessory dwelling units pursuant to SB 9 without adequate standards can cause: land use and site development conflicts and incompatibilities including public safety, visual, privacy, acoustic and aesthetic impacts which would negatively impact the public welfare and the unique quality and character of the City. The City intends to study, within a reasonable period of time, the establishment of objective standards and to update its current codes.

3. Based on the recent amendments to state law with respect to the regulation of SB 9 units and lot subdivisions, there is a need for the City to update its current codes. The City

intends to study, within a reasonable time, the adequacy of its existing ordinances and the potential need to adopt or amend its regulations establishing objective standards to address SB 9 units and lot subdivisions. The City Council and the people of Seaside require a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating duplex development and urban lot splits.

4. This Ordinance is not subject to CEQA as it is not a project pursuant to Government Code section 66411.7(n) and 65852.21(j).

SECTION II. AMENDMENT.

A new Chapter 17.13 entitled Objective Standards for Qualified Senate Bill 9 Subdivisions and Development Projects is hereby added to Title 17 of the City of Seaside Municipal Code to read as set forth in Exhibit A to this Ordinance, which is hereby incorporated as though set forth in full herein.

SECTION III. CONFLICTING PROVISIONS DEEMED INEFFECTIVE DURING ORDINANCE OPERATIVE PERIOD.

Any provision of the Municipal Code relating to residential development and lot subdivision standards which is in conflict with this ordinance is hereby deemed ineffective during the ordinance's operative period.

SECTION IV. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council of the City of Seaside hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION V. EFFECTIVE DATE AND PUBLICATION.

This ordinance is an urgency ordinance enacted under California Government Code 65858. This urgency ordinance is effective upon adoption by a four-fifths (4/5) vote of the City Council.

This urgency ordinance shall be of no further force and effect forty-five (45) days from its date of adoption unless extended by the City Council.

Within fifteen days after the passage of this ordinance, the City Clerk shall cause this ordinance or a summary thereof to be published once, with the names of those City Councilmembers voting for or against it in a newspaper of general circulation in the City of Seaside, as required by law.

INTRODUCED: December 16, 2021

PASSED:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

City Attorney

DRAFT

DRAFT

EXHIBIT A

Title 17. Zoning Ordinance Code

Chapter 17.13 Residential Zones Objective

Standards for Qualified Senate Bill 9

Subdivisions and Development Projects

17.13.010 Purpose and Intent.

The purpose of this Chapter is to establish objective standards and regulations to govern the development of qualified Senate Bill 9 subdivisions and development projects on single family residential zoned properties within the City of Seaside. The establishment of these regulations will result in the orderly subdivision and development of qualified Senate Bill No. 9 (2021) ("SB 9") projects while ensuring that the new units are consistent with the character of the City and do not create any significant impacts with regards to public infrastructure or public safety. The regulations are established to implement the requirements under California Government Code Sections 65852.21 and 66411.7.

17.13.020 Definitions.

For purposes of this Chapter, the following definitions apply:

- (a) "Accessory dwelling unit" or "ADU", means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a parcel with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit and a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- (b) "Dwelling unit" includes an ADU, JADU, a primary dwelling unit, and a SB 9 dwelling unit.
- (c) "Junior accessory dwelling unit" or "JADU", or "efficiency unit", means a dwelling unit that is up to 500 square feet in size and contained entirely within an existing primary dwelling unit that provides an efficiency kitchen and a separate exterior entrance, and may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
- (d) "Conservation Easement" means restrictive covenants that run with the land and bind upon successive owners that protects against future development such as preservation of open space, scenic, riparian, historical, agricultural, forested, or similar conditions. Open space and riparian easements are included in this definition.
- (e) "Existing dwelling unit" means a primary dwelling unit or other dwelling unit on a parcel that exists prior to any voluntary demolition or reconstruction or remodel where more than 50% of the exterior wall framing has been removed or altered. Any existing dwelling unit where more than 50% of the exterior wall framing has been removed is considered a new dwelling for purposes of this Chapter.
- (f) "Panhandle" means the narrow strip of land on a flag lot, typically less than 30 feet in width, that provides access to a public or private road. "Primary dwelling unit" means a single-family residence on the parcel and is the larger of the two if there is an existing

accessory dwelling unit on the parcel.

- (g) “Private Road” means a road, way, or street in private ownership and under private maintenance, not offered for dedication as a public road, way, place, or street, which affords the principal means of access to three or more lots or parcels which do not have frontage on a public street.
- (h) “SB 9 dwelling unit” or “SB 9 unit” means a dwelling unit that is developed using the provisions in this Chapter and the provisions identified in California Government Code Sections 65852.21 and 66411.7.
- (i) “Objective zoning standards,” “objective subdivision standards,” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

17.13.030 Eligibility of properties for a subdivision.

The following parcels are not eligible for a subdivision under this Chapter:

- (a) Any parcel that was established through a prior exercise of a subdivision as provided for in this Chapter.
- (b) Any parcel that is not located within existing single family residential zoning (R-8 and R-12).
- (c) Any parcel proposing to be subdivided by a person or any person acting in concert with that person who has previously subdivided an adjacent parcel using the provisions of this Chapter. For the purposes of this Chapter, “any person acting in concert” with the owners includes, but is not limited to, an individual or entity operating on behalf of, acting jointly with, or in partnership or another form of cooperative relationship with, the property owner.
- (d) Any parcel located within an historic district or included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or a parcel within a site that is designated or listed as a City of Seaside or Monterey County landmark or historic property or district pursuant to a City of Seaside or Monterey County ordinance.
- (e) Any parcel where the subdivision would require the demolition or alteration of any of the following types of housing:
 - (1) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 - (2) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - (3) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
 - (4) Housing that has been occupied by a tenant in the last three years.

- (f) Any parcel located with a severe earthquake hazard zone as designated on the Geotechnical and Seismic Hazard Zones Map for the City of Seaside unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the City's Building Department pursuant to Government Code section 8875 et seq.
- (g) Any parcel fully encumbered with a conservation easement or identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.
- (h) Any parcel that is designated prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure.
- (i) Any parcel containing wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993), that would prevent the development of the parcel.
- (j) Any parcel within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subsection does not apply to parcels that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
- (k) Any parcel with a hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use.
- (l) Any parcel within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by the FEMA. However, a subdivision and/or development project may be located on a parcel described in this subsection if (1) the parcel is otherwise eligible for approval under the provisions of this Chapter and (2) the project applicant is able to satisfy all applicable federal qualifying criteria demonstrating either of the following are met:
 - (1) The site has been subject to a Letter of Map Revision prepared by the FEMA and issued to the City.
 - (2) The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59

(commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

- (m) Any parcel within a regulatory floodway as determined by the FEMA in any official maps published by the FEMA, unless the subdivision and/or development project has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.
- (n) Any parcel containing habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code) or Environmentally Sensitive Habitat Areas (ESHA) in the Coastal Zone.

17.13.040 Objective standards and requirements for a subdivision.

The following objective standards and regulations apply to all subdivisions under this Chapter:

- (a) A Parcel Map and a Subdivision Application shall be submitted to the City for all proposed subdivisions, including but not limited to any ownership and rental questionnaires and affidavits.
- (b) The subdivision shall create no more than two new parcels of approximately equal area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision. In no instance shall any resulting parcel be smaller than 1,200 square feet in area.
- (c) Existing parcels shall be split approximately perpendicular to the longest contiguous property line. However, this requirement shall be waived if the subdivision applicant demonstrates that it would prohibit a subdivision that otherwise meets the requirements of subsection (b).
- (d) The subdivision shall not result in a new parcel with an average width that is less than the average width of the original parcel. Any panhandle on a flag lot shall not be used to calculate the average width. However, this requirement shall be waived if the subdivision applicant demonstrates that it would prohibit a subdivision that otherwise meets the requirements of subsection (b).
- (e) The front parcel line of any newly created parcel shall be the parcel line that is closest to or parallel to the public or private road that serves the parcel.
- (f) The property owner for a lot served by a private road or common driveway shall, prior to issuance of a building permits, record an appropriate deed restriction guaranteeing the following to adjoining property owners who utilize the private road or common driveway for the primary access to their lot(s): a) a reciprocal ingress/egress easement; and b) participation in a reciprocal maintenance agreement. A 25-foot-wide panhandle (for a flag lot) or an ingress/egress easement and maintenance agreement shall be provided for all new parcels that do not have direct frontage on a public or private road. Driveway access to the new parcels shall be shared unless the new driveways are a minimum of 100 feet apart.
- (g) Easements for access and public and private utilities shall be provided for any newly

created parcel that does not front on a public or private street.

- (h) Separate utility meters shall be provided for each parcel prior to recordation.
- (i) All newly created parcels shall be connected to public sewer.
- (j) Any existing structure must meet the setback requirements in section 17.13.060 from a newly proposed property line unless by doing so would prohibit the creation of a parcel that otherwise meets the requirements of this Chapter.
- (k) The subdivision is subject to all impact or development fees related to the creation of a new parcel and shall provide proof that all school fees, water or other impact fees have been paid.
- (l) Upon receipt of a subdivision application using the provisions of this Chapter, the City shall notify all owners and occupants within a 500-foot radius from the subject parcel that a parcel map has been filed with the City of Seaside.
- (m) A note on the parcel map and a recorded deed restriction in a form approved by the City Attorney's Office shall be applied to all newly created parcels indicating that the parcel was split using the provision of this Chapter, no further subdivision of the parcels is permitted and the parcels may only be used for residential use. In addition, the deed restriction shall stipulate that all new units developed on the new parcels shall be for residential use only and income restricted to low and very low-income households based on the most recent Monterey County Area Median Income (AMI) levels. A timeshare or short term rental of less than 30 days is not considered residential use.
- (n) The parcel map shall include a note stating the requirement for off-street parking of up to one space per unit, except if the parcel is located within ½ mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code or a major transit stop as defined in Section 21064.3 of the Public Resources Code.
- (o) Prior to the recordation of the parcel map, the applicant shall sign and record an affidavit stating that the applicant intends to reside in one of the proposed or existing primary dwelling units or SB 9 units for three years from the date of the approval of the subdivision. This requirement shall not apply if the applicant is a community land trust or a qualified nonprofit corporation as provided in Sections 402.1 and 214.15 of the Revenue and Taxation Code.

17.13.045 Map Extension. Any parcel map created pursuant to the provisions of this Chapter shall be subject to extension in compliance with the provisions of Government Code section 66452.6.

17.13.050 Objective standards and requirements for new dwelling units on a parcel that is not being subdivided.

The following objective standards and regulations apply to all new SB 9 development on a parcel that is not being subdivided:

- (a) Notwithstanding Government Code Section 65852.2 or 65852.22 or any provision of this Chapter, no accessory dwelling unit or a junior accessory dwelling unit shall be permitted on any lot in single-family residence district (R-8 or R-12) if a lot split has been approved pursuant to Section 17.13.040 and two residential units have been approved for construction pursuant to this chapter 17 (Government Code Section 65852.21).

- (b) The maximum floor area ratio (FAR) permitted on the parcel shall be determined as defined in Section 17.12.050 of the Municipal Code unless application of that FAR prohibits a 800 square foot SB 9 unit, in which case, additional floor area shall be allowed.
- (c) The maximum floor area of an SB 9 unit shall be 800 square feet. Basements and bunkers are not permitted.
- (d) Setbacks: The minimum setback for any new SB 9 dwelling unit shall be 15 feet from the front parcel line and four (4) feet from the side and rear parcel lines.

Exception:

A new SB9 dwelling unit shall not be required to meet the setbacks above if it replaces a non-conforming existing structure.

- (e) The maximum height of all new SB 9 dwelling units shall be no higher than the height of the primary dwelling, but shall not exceed 24 feet and shall not impede 100% of an ocean or mountain viewshed of any property owners within 500' radius of the property. In the case where viewshed or height limitations preclude the minimum sized SB 9 unit, the unit shall be placed in the least impactful location.
- (f) One uncovered parking space, located a minimum of 5-feet from the front parcel line abutting the street frontage and one (1) feet from the side and rear parcel lines, is required for each dwelling unit, except as provided in Chapter 17.34 of the Seaside Municipal Code. The parking space shall be at least 8 feet wide by 16 feet deep, except where such project is located within ¼ mile of a transit stop.
- (g) A solid (no openings) one-hour rated fire wall is required between any SB 9 unit and the primary dwelling unit or an ADU.
- (h) Driveway access to all new units shall be compliant with the Monterey County Fire Department standard details and specifications for driveways and turnarounds.
- (i) The owner shall sign and record an affidavit placing a covenant that will run with the parcel to confirm that the owner will reside in either the primary dwelling unit or an SB 9 unit on the parcel for three years from the issuance of an SB 9 dwelling unit's Certificate of Occupancy and closing of all construction permits pertaining to the parcel.
- (j) All newly created dwelling units shall be connected to public sewer.
- (k) All outdoor patios, covered patios, decks, and other hardscape shall meet the City's minimum 5-foot front yard and 4-foot side and rear yard setbacks.
- (l) No dwelling unit shall be rented for a period of less than thirty (30) days and cannot be occupied as a short-term rental unit, as defined under section 17.52.251.
- (m) An SB 9 dwelling unit may be rented separately from the primary dwelling unit.
- (n) Development projects pursuant to this section shall be subject to all impact or development fees related to the development of a new dwelling unit.

17.13.060 Objective standards and requirements for dwelling units on a parcel subdivided pursuant to this chapter article.

The following objective standards and regulations apply to all development on a parcel that has been subdivided or concurrently subdivided under the provisions of this chapter:

- (a) The following development is permitted on the parcel:
 - (1) A primary dwelling unit and an SB 9 unit; or
 - (2) If there is an existing primary dwelling unit and ADU on the property, then no further development is permitted for that property.
- (b) The maximum floor area ratio (FAR) permitted on the parcel shall be determined as defined in Section 17.12.050 of the Municipal Code unless application of that FAR prohibits a 800 square foot SB 9 unit, in which case, additional floor area shall be allowed. Basements and bunkers are not permitted.
- (c) Setbacks: The minimum setback for any new primary dwelling unit or SB 9 dwelling unit shall be 15 feet from the front parcel line and four (4) feet from the side and rear parcel lines.

Exception:

A new SB9 dwelling unit shall not be required to meet the setbacks above if it replaces a non-conforming existing structure.

- (d) The maximum height of all new SB 9 dwelling units shall be no higher than the height of the primary dwelling, but shall not exceed 24 feet and shall not impede 100% of an ocean or mountain viewshed of any property owners within 500' radius of the property. In the case where viewshed or height limitations preclude the minimum sized SB 9 unit, the unit shall be placed in the least impactful location. ...
- (e) One uncovered parking space, located a minimum of 5-feet from the front property line abutting the street frontage and One (1) feet from the side and rear property lines, is required for each new dwelling unit, except as provided in Chapter 17.34 of the Seaside Municipal Code. The parking space shall be at least 8 feet wide by 16 feet deep. All parking required for an existing primary dwelling on the parcel shall be retained.
- (f) If the two SB 9 dwelling units are configured as a duplex on a parcel, a solid one-hour fire wall between the units is required. In addition, a deed restriction in a form approved by the City Attorney's Office shall be recorded stipulating that the duplex shall be maintained as two separate units.
- (g) If the parcel is fully developed with the number of units permitted under section 17.13.060 above, then the applicant or property owner shall record a deed restriction in a form approved by the City Attorney's Office stipulating that no further development of the parcel is permitted.
- (h) Driveway access to all new units shall be compliant with the Monterey County Fire Department standard details and specifications for driveways and turnarounds.
- (i) If the proposed dwelling units are developed subsequent to a subdivision completed pursuant to this Chapter, the owner shall sign and record an affidavit placing a covenant that will run with the parcel to confirm that the owner intends to reside in either the primary dwelling unit or an SB 9 unit on the parcel for three years from the issuance of an SB 9 dwelling unit's Certificate of Occupancy and closing of all construction permits pertaining to the parcel.
- (j) All newly created dwelling units shall be connected to public sewer.
- (k) All outdoor patios, covered patios, decks, and other hardscape shall meet the minimum 5-foot front yard and 4-foot side and rear yard setbacks.
- (l) No dwelling unit shall be rented for a period of less than thirty (30) days and cannot be

occupied as a short-term rental unit, as defined under section 17.52.251.

- (m) An SB 9 dwelling unit may be rented separately from the primary dwelling unit.
- (n) Any development constructed in accordance with this section shall be subject to all impact or development fees related to the development of a new dwelling unit.

17.13.070 Objective building and design requirements for all SB 9 dwelling units.

All SB 9 dwelling units shall be reviewed and approved without discretionary review or a hearing. As part of the ministerial approval, the following objective design requirements shall be confirmed:

- (a) The design of the dwelling unit shall be as follows:
 - (1) For a detached unit, the exterior materials and design shall match the design of any existing primary dwelling unit on the property through the use of the same exterior wall materials, identified color tones, window types, door and window trims, roofing materials and roof pitch.
 - (2) For an attached unit, the exterior materials, windows and other architectural features shall match the existing structure by employing the same building form, color tones, window design, door and window trims, roofing materials and roof pitch.
- (b) Exterior building lighting shall be fully shielded and downward facing and limited to one exterior light fixture per exterior doorway, or the minimum necessary to comply with the California Building Standards Code.
- (c) All new dwelling units are required to have fire sprinklers.
- (d) All portions of the SB 9 dwelling unit, include eave overhangs and other projections, shall meet the required setbacks as set forth in this Chapter.
- (e) Roof decks are permitted on SB 9 dwelling units.
- (f) Structures shall not be located in the following locations:
 - (1) In areas encumbered by a recorded easement, including but not limited to, public utility easements, conservation easements, access easements, pedestrian pathway easements and open space easements;
 - (2) In areas within the critical root zone of any tree with a diameter of four (4) feet or greater measured at four (4) feet above grade. Review and approval of an arborist report prepared by a licensed or consulting arborist is required if a structure is proposed within the critical root zone of a heritage oak tree.
- (g) All electrical and utility services to a new dwelling unit shall be undergrounded.
- (h) Notwithstanding the foregoing subsections, any development or design standards that physically precludes an SB 9 dwelling unit from being 800 square feet in floor area shall be waived.

17.13.070 Compliance with California Coastal Act. All projects seeking to either develop units or subdivide shall comply with the California Coastal Act and shall seek a coastal development permit. No public hearing shall be held for any such coastal development permit in accordance with Government Code section 66411.7.

17.13.080 Ineligible for Condominium Conversions. Any dwelling unit approved pursuant to

this Chapter shall be ineligible for conversion to a condominium, community apartment, or stock cooperative project. Any application for a tentative subdivision map or tentative parcel map for a residential condominium conversion of a unit created pursuant to this Chapter shall be denied.

17.13.090 Ministerial Reviews and Approvals. Any application submitted pursuant to the provisions of this Chapter for either a dwelling or urban lot split shall be reviewed and approved ministerially, if it meets the requirements of the Government Section 66411.7 and conforms to all the applicable requirements of this Chapter. Notwithstanding such review, an application, may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

17.13.100 Consistency. All SB 9 dwelling units shall comply with, to the extent permissible, and not be in conflict with the specific provisions of this Chapter with the provisions of Chapter 17.12 related to residential development.

17.13.200 Permit review process.

All applications for lot splits and new development using this Chapter shall be ministerially approved without public hearings or discretionary review.

17.13.300 Effective Date. This Chapter shall remain in effect until such time as Government Code Section 65842.21 is repealed or superseded or its requirements for ministerial approval of housing development projects are materially amended, whether by legislation or initiative, or are held to be unenforceable by a court of competent jurisdiction, at which time this Section shall become null and void.

17.13.400 Fees.

The City Council may establish and set by resolution all fees and charges, consistent with Government Code sections 65852.2 and 65852.22, and related provisions, as may be necessary to effectuate the purpose of this Chapter.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: December 16, 2021

**SUBJECT: ADOPT A RESOLUTION DECLARING A MORATORIUM WITHIN
THE SEASIDE MUNICIPAL WATER SYSTEM SERVICE AREA
PROHIBITING NEW WATER METERS**

RECOMMENDATION

Make the findings and adopt the resolution.

BACKGROUND

At its meeting on November 4, 2021, the City Council adopted Resolution 21-110, which discussed among other things the potential water impacts that new SB9 residential development and lot splits would have within the City of Seaside and in particular on the Seaside Municipal Water System (SMWS). Among other things, the Resolution established a water meter moratorium within the SMWS and directed the Building Official to make findings of denial with respect to the creation of SB9 units and urban lot splits, unless there were mitigating water resources available. This Resolution clarifies the City's intent to establish a moratorium solely based upon the ongoing over-pumping of water by the SMWS and the ongoing climate change and drought conditions in California. Upon adoption of this Resolution, Resolution 21-110 will be repealed. The new resolution prohibits any new meter connections to SMWC, directs SMWC to promulgate rules and regulations to bring its water service within its allocation, and directs that the SMWC to continue to pursue additional water supply projects. This moratorium will only affect SMWS.

SMWS derives its water from ground water produced in the Seaside Groundwater Basin and is overseen by a Court Order (water adjudication) and the Seaside Groundwater Basin Watermaster. SMWS is allowed to pump approximately 6.36% of the basin while Cal Am is able to pump over 77% of the basin. Water allocations have been established to protect the health of the basin and for the last several years. In water

year 2021, SMWS allocation is 120.28AFY and the projected pumping is 186AFY or approximately 60 AFY of overpumping for Water year 2021.

Drought and climate change are factors out of SMWS control. However, SMWS has diligently been working projects to bring water into the basin. One is referred to as the In-lieu Water Storage project that will use reclaimed water on its golf course, instead of pumping the golf course wells. Another project is an evaluation of the City's storm drain system in order to reclaim and percolate storm water for water credits. Neither project has been perfected and in the interim, SMWS, will be looking at rules and regulations and other strategies to see if its overpumping can be decreased or eliminated. Water is essential to each and every existing customer of SMWS and given the water shortages, climate change and drought conditions, a moratorium is appropriate at this time in order to ensure adequate water supplies for its existing customers. There is a process within the Subdivision Map Act (Government Code section 66452.6) which allows parcel maps, including SB9 urban lot splits, and other subdivision maps that are affected by moratoriums, such as the water moratorium set forth in the attached resolution, to be extended.

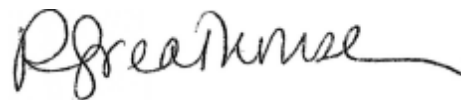
FISCAL IMPACT

Neutral to beneficial. Less overpumping will incur less over-pumping penalties.

ATTACHMENTS

1. Water Reso Moratorium
2. US Drought Monitor 2021

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ACTING ON BEHALF OF SEASIDE MUNICIPAL WATER SYSTEM

DECLARING A MORATORIUM WITHIN THE SEASIDE MUNICIPAL WATER SYSTEM SERVICE AREA PROHIBITING NEW METERS

WHEREAS, there exists within the City of Seaside water resource constraints within the Seaside Municipal Water System (SMWS) service area; and

WHEREAS, in 2006, the Seaside groundwater basin was adjudicated and an Amended Decision was established by the Court in Monterey County Superior Court Case no M66343 which established water allocations in order to address the overdrafted groundwater basin and to create a plan to protect the safe yields for the Seaside Basin groundwater supply. The Seaside Basin Groundwater Master was established to monitor and protect the Seaside groundwater Basin. There are two types of water allocations, one for Standard Producers of Water and one for Alternative Producers of Water. Alternative Producers of water are required to utilize their water allocation on-site, while Standard Producers are allowed to provide water to multiple properties. Both Cal-Am and the SMWS received allocations pursuant to the Standard Producer allocation (SPA). The standard producers were required to reduce their allocations over time in order to protect the health of the basin and meet the safe yields for the Seaside Groundwater Basin. In water year 2006, the Seaside Municipal Water System over pumped its water allocation by 194.07 AFY. The water allocation for the City of Seaside was 146.99 AFY in 2020 and in water year 2021 is 120.28 AFY; and

WHEREAS, in water year 2018, SMWS over-pumped its water allocation by 32.46 AFY. In water year 2019, the SMWS over-pumped its water allocation by 27.82 AFY. In Water year 2020, the SMWS over-pumped its water allocation by 32.06 AFY. It is projected, based upon existing SMWS customers that in the 2021 water year the SMWS over pumping will increase above its allocation by approximately 50-70 AFY. Adding new customers and setting new meters will only aggravate the existing over-pumpage and cannot be mitigated unless and until a replacement water supply project has been

identified and implemented or evidence is provided that there is no net increase in SMWS pumping; and

WHEREAS, the City of Seaside is pursuing an augmented water supply projects to improve, in part, and address the Seaside Municipal Water System, and to stabilize water resources available within the City of Seaside. To that end, the City has pursued an In-Lieu Water Storage Agreement which will allow recycled water to be spread upon the City's golf course property. However, the second part of the purchase of the recycled water and construction of the infrastructure to place the water on the golf course, has not yet been completed. The City is also pursuing potential capture of storm drainage and has hired a consultant to assist with the feasibility of capture; and

WHEREAS, climate change is intensifying the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS, on May 10, 2021, the Governor of California declared a state of emergency related to drought conditions in California. As of December 2, 2021, the U.S. Drought monitor characterizes all of Monterey County in extreme drought. According to the US Drought monitor extreme drought is characterized, among other things, by wells and aquifer levels decreasing and water use restrictions are implemented and water is inadequate for agriculture, wildlife, and urban needs.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside makes the following findings:

1. The City Council finds all of the above recitals are true and correct and incorporated into these findings; and
2. The City Council finds that ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be there would be insufficient water for human consumption, sanitation, and fire protection and there is a current

- and immediate threat to the public health, safety, or welfare of the citizens of Seaside located within the Seaside Municipal Water System if new water connections or meters are issued; and
3. The City Council, on behalf of the Seaside Municipal Water System, declares a water shortage emergency condition to prevail within its service area; and
 4. The Seaside Municipal Water System shall not add or set any new water meters or connections until a replacement water or offsetting water supply has been identified and produced for the Seaside Basin or the Seaside Municipal Water System has not over-pumped its Seaside Basin water allocation for a period of three years; and
 5. In the absence of a replacement water supply, augmentation project, or other water mitigation, for the continuing health and safety of its existing residents and the physical environment, there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Each new connection represents a significant, quantifiable, direct and unavoidable impact and is cumulatively significant; and
 6. The SMWS is hereby directed to promulgate such regulations and restrictions on the delivery of water and the consumption within said area of water supplied for public use as will in the sound discretion of such governing body conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection. Said regulations and restrictions shall remain in full force and effect during the period of the emergency and until the supply of water available for distribution has been replenished or augmented.
 7. This Resolution shall repeal and replace Resolution 21-110 adopted on November 4, 2021.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16TH day of December, 2021 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

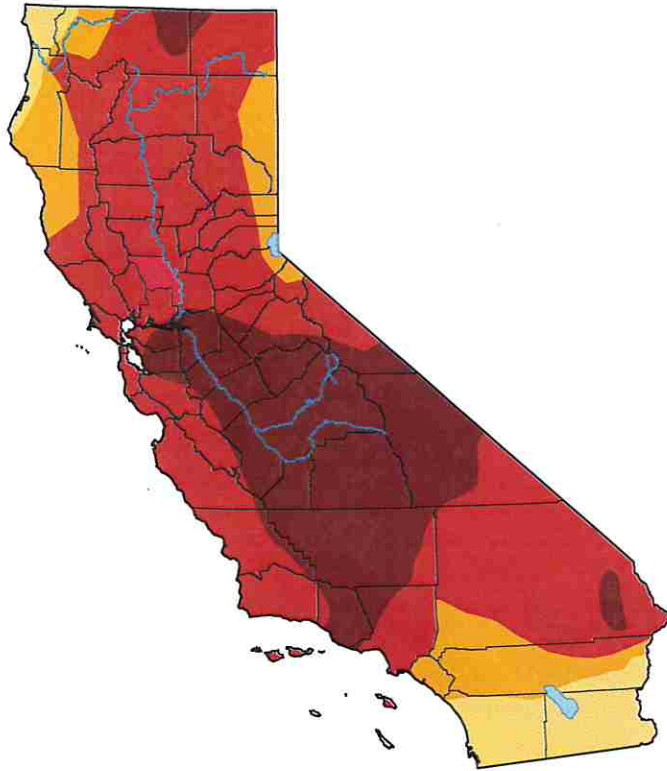
APPROVED AS TO FORM:

Sheri L. Damon,
City Attorney

U.S. Drought Monitor

[Current Map](#)[Maps](#)[Data](#)[Summary](#)[About](#)[Conditions & Outlooks](#)[En Español](#)[NADM](#)

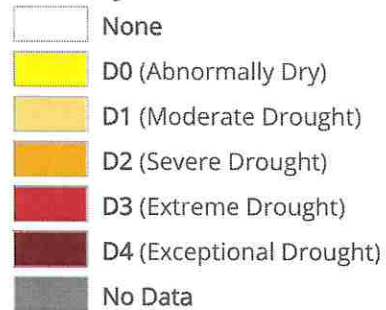
California

[Home](#) > [California](#)

Map released: Thurs. December 2, 2021

Data valid: November 30, 2021 at 7 a.m. EST

Intensity



Authors

United States and Puerto Rico Author(s):

Richard Heim, NOAA/NCEI

Pacific Islands and Virgin Islands Author(s):

Denise Gutzmer, National Drought Mitigation Center

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Map Download

Text:

Legend:

Legend and statistics table:

Statistics

Statistics type:

Export table:

Week	Date	None	D0-D4	D1-D4	D2-D4	D3-D4	D4	DSCI
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CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: David Little, Building Official

DATE: December 16, 2021

SUBJECT: DISCUSS REPEALING AND AMENDING TITLE 17, CHAPTER 17.52, SECTION 17.52.230 (RESIDENTIAL SECOND UNITS) OF THE SEASIDE MUNICIPAL CODE TO ACCESSORY DWELLING UNITS.

RECOMMENDATION

Discuss and consider a draft ordinance regarding Accessory Dwelling Units (ADUs).

BACKGROUND

The City has an ordinance on second units, otherwise known as Accessory Dwelling Units (ADUs).

Due to a change in State law regarding ADUs and Junior Accessory Dwelling Units (JADUs), the City's current ordinance has been rendered invalid.

The California Legislature adopted a group of housing bills aimed at addressing the housing crisis. In adopting these new regulations, the State Legislature determined that housing is a matter of statewide concern, rather than a municipal affair. The State ADU laws and changes are summarized as Attachment A.

As State ADU laws preempt local ordinances and cities must implement these laws with limited exceptions, Seaside's existing ordinance is unenforceable under State law. As a result, staff has been applying the state's requirements to all ADU applications.

Repealing and amending Section 17.52.230 of the Seaside Municipal Code, would bring the City's ordinance into compliance with State law, and allow council to establish the criteria for the height and size of both attached and detached ADUs.

1. The minimum size for a detached or attached ADU is 220 square feet. However, cities may reduce the minimum size to encourage smaller ADUs. A draft ordinance proposes the minimum size at 150 square feet to encourage smaller and less expensive living areas, which could be ideal for students or seniors.

2. The maximum size for a detached or attached ADU is 800 square feet or 1,000 square feet if the unit provides more than one bedroom, which is consistent with the draft ordinance. However, the State law allows cities to increase the maximum size of a detached ADU to 1,200 square feet. Therefore, as an alternative, the Council could consider increasing the maximum size ADU to 1,200 square feet. This increased size would not create more affordable ADUs.

3. If there is an existing dwelling, an attached ADU may not exceed 50% of the existing unit, which is consistent with the draft ordinance. However, state law allows for this percentage to be higher or eliminated. Based on the small size of many existing residences in the city, the Council could consider an alternative of either increasing or eliminating the maximum 50% limitation.

The Planning Commission discussed this topic on December 8, 2021. At that meeting, commissioners provided input individually but not yet as a collective body.

A draft ordinance is provided for the Council's review and discussion.

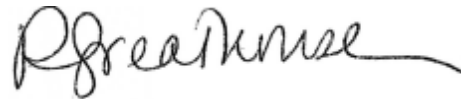
FISCAL IMPACT

None

ATTACHMENTS

1. ADU DRAFT ORDINANCE AMENDMENTS 17.52.230
2. Summary of State Legislation

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

17.52.230 ~~Residential Second Units~~ Accessory Dwelling Units

Sections:

- A. Purpose and intent.
- B. Definitions.
- C. Locations permitted.
- D. Effect of nonconforming.
- E. ADU and JADU design standards.
- F. Legal use requirements.
- G. Off-street parking requirements.
- H. Processing.
- I. Contents of applications.

~~**A. Applicability.** Residential second units shall comply with the requirements of this section, where allowed by Article 2 (Zones, Permitted Land Uses, and Zoning Standards) and Government Code Section 65852.2. An application for a second unit that complies with the standards of this section shall be approved ministerially, without discretionary review or a public hearing.~~

A. Purpose and intent. The purpose of this Chapter is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22, as may be amended.

~~**B. Limitation on number of units.** No more than one second unit shall be approved on a single parcel.~~

B. Definitions. As used in this section, terms are defined as follows:

“Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit located on a parcel with a proposed or existing primary residence or existing multifamily dwelling that provides a complete independent living facility containing separate kitchen, bath, sleeping, or living facilities. The term “attached accessory dwelling unit” means an accessory dwelling unit that is structurally attached to the main residence but which has independent, direct access from the exterior. The term “detached accessory dwelling unit” means an accessory dwelling unit that is not structurally attached to the main residence. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code, as may be amended; and
2. A manufactured home, as defined by Section 18007 of the California Health and Safety Code, as may be amended.
3. "Accessory structure" means a building or structure that is incidental to that of the main building on the same parcel.

"Complete independent living facilities" means permanent provisions for cooking, eating, sleeping living, and sanitation on the same parcel as the single-family or multifamily dwelling is, or will be, situated.

"Efficiency kitchen" means a kitchen that includes each of the following:

1. A cooking facility with appliances. Appliances shall mean a range, or the combination of an oven and a cooktop with a minimum of two burners;
2. A sink that facilitates hot and cold water;
3. A food preparation counter or counters that are adequate for the size of the unit;
4. Food storage cabinets adequate for the size of the unit.

"Junior accessory dwelling unit" or "JADU" means a residential unit that:

1. Is no more than 500 square feet in size;
2. Is contained entirely within an existing or proposed single-family structure;
3. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure; and
4. Includes an efficiency kitchen, as defined in this Chapter.

"Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any other accessory structure, other than ADUs and JADUs.

"Multi-family residential ADU" means an ADU designed for one family and allowed under Government Code Section 65852.2(e)(1)(C), as referenced in this chapter.

"Nonconforming zoning condition" means a physical improvement on a property that does not conform to current zoning standards.

"Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one exterior entrance of the ADU or JADU.

"Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

"Public transit" means a location, including, but not limited to, any fixed-route bus stop or other transit stop with transportation that runs on fixed routes, and is available to the public.

"Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a parcel, lined up behind one another.

"Tract housing" is a type of housing development in which multiple similar houses are built on a tract (area) that is subdivided into smaller lots."

~~C. Minimum site area. A parcel proposed for a second unit shall be a minimum of 6,000 square feet.~~

C. Locations Permitted. Accessory dwelling units are permitted on parcels of any size in conjunction with a proposed or existing residential use in any zone that allows residential uses.

~~D. Relationship to primary use.~~

~~1. Size, style. A second unit shall be incidental and subordinate to the primary single-family residential use of the site in terms of size, location, and appearance, and shall not alter the character of the primary structure. The architectural style, exterior materials, and colors of the second unit shall be compatible with the primary dwelling unit.~~

~~2. Timing of construction. A second unit may be constructed simultaneously with or after the primary dwelling. In addition, an existing dwelling that complies with the design standards for second units in Subsection E of this section may be~~

~~considered a second unit, and a new primary unit may be constructed which would then be considered the primary dwelling unit.~~

D. Effect of Conforming. An ADU or JADU that conforms to the requirements in this section shall not be:

1. Deemed to be inconsistent with the General Plan and zoning designation for the parcel on which the ADU or JADU is located;
2. Deemed to exceed the allowable density for the parcel on which the ADU or JADU is located;
3. Considered in the application of any ordinance, policy, or program to limit residential growth; or
4. Required to correct a legally established nonconforming zoning condition. This does not prevent the City from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.

E. ADU and JADU ~~Second unit~~ design standards. ~~A second unit~~ ADUs and JADUs shall comply with the following standards:

1. **Maximum Number.** Only one ADU and one JADU shall be allowed on each lot or parcel with a zoning designation of single-family residential. Multifamily ADUs shall comply with Government Code Section 65852.2.

2. ~~1.~~ **Height limit.** ~~A second unit shall be limited to 18 feet and one story. A second unit located over a garage may be allowed a maximum height of 22 feet with Minor Use Permit approval.~~

a. A detached ADU, accessory to a single-family dwelling, shall be limited to one story and shall not exceed a maximum overall height of sixteen feet (16') to the highest ridgeline.

b. An attached ADU, accessory to a single-family dwelling, shall have the same height limitations that apply to the main dwelling.

c. A detached ADU, accessory to a duplex or multifamily, shall be limited to one story and shall not exceed a maximum overall height of sixteen feet (16') to the highest ridgeline.

d. An attached ADU, accessory to a duplex or multifamily, shall be limited to a conversion of existing non-livable space and must maintain existing height.

e. An ADU located over a garage may be allowed to exceed the height limitations of sixteen feet (16') to a maximum height of twenty-two feet (22') with Minor Use Permit approval.

3. ~~2~~ Setbacks. ADUs and JADUs ~~An attached second unit shall comply with the setback requirements of the primary dwelling for the applicable zone. A detached second unit shall comply with the setback requirements of detached accessory structures under Subsection 17.52.220.E (Setback requirements). No second unit may be permitted above a detached garage unless the unit complies~~ with the following setback standards:

~~a. The second unit shall maintain a minimum 10 foot setback from a side and rear property line.~~

a. Site planning. A detached ADU shall be located behind the rear building line of the primary residence, and be clearly subordinate by location and size.

b. Rear and/or side setbacks. A minimum of four feet (4') shall be required.

c. Building separation. A minimum building separation of six feet (6') shall be maintained (wall to wall) between the primary residence and a detached ADU.

d. Fire-resistance. Exterior walls shall comply with the minimum fire-resistance ratings in relation to proximity to property lines, and building separation distance, as required by the California Building Code, and/or California Residential Code, in effect when a completed permit application has been submitted the City.

e. Existing Garage. No setback shall be required for an existing, legal, attached or detached garage and/or other existing structure that is converted to an ADU or JADU.

4. ~~3~~ Maximum floor area.

a. The floor area of a ~~second unit~~ newly constructed detached ADU shall not exceed 800 square feet for a studio, or one-bedroom, and 1000 square feet for units with two bedrooms. No more than two bedrooms are allowed. In no case shall a detached ADU exceed 40 percent of the floor area of the living area of the primary dwelling, whichever is less. ~~or less 40 percent of the floor area of the living area of the primary dwelling, whichever is less~~

~~b. For purposes of computing the floor area of a second unit that is detached from the primary unit, all enclosed areas accessed from within the second unit shall be included.~~

b. The floor area of a newly constructed attached ADU shall not exceed 800 square feet for a studio, or one-bedroom, and 1000 square feet for units with two bedrooms. No more than two bedrooms are allowed. In no case shall an attached ADU exceed 50% of the floor area of the proposed or existing single-family dwelling.

~~c. An on-site enclosed storage area, or garage of up to 400 square feet, shall not be included when calculating the floor area of the second unit; provided, that no internal doorway or passage connects the storage or garage and the second unit.~~

c. The floor area of a JADU shall be a maximum of 500 square feet, and shall be contained within a proposed, existing single-family dwelling, or converted garage, carport or patio.

d. The conversion of an existing detached accessory structure to an ADU shall not be subject to the floor area square footage requirements of this section, except that no such conversion shall exceed 1200 square feet.

- e. The floor area for multifamily ADUs shall comply with Government Code Section 65852.2.

5. ~~4~~ Separate entrance required. ~~An attached second unit shall have an entrance separate from the entrance to the primary dwelling.~~ An ADU and JADU shall provide a separate exterior access from the existing primary residence. Entry doors cannot be on the same facade as the entry door of the primary residence, unless this requirement prevents creation of the accessory dwelling unit.

6. ~~5~~ Window placement. ~~A second unit that is placed 20 feet or less from a residential unit on the same parcel or an adjacent parcel shall not have windows that directly face windows in the other unit. A second unit that is two stories or located over a garage shall not have windows or balconies that directly face a neighboring yard. This limitation applies only to side yards, not to windows or balconies facing alleys.~~ Windows facing an adjoining residential property shall be designed to protect the privacy of neighbors; alternatively, fencing or landscaping may be required to provide screening.

~~**6. Site coverage.** Total site coverage by structures and impervious surfaces shall not exceed 50 percent of the net site area or the maximum coverage allowed by the applicable zone, whichever is less.~~

7. Addressing. ADUs or JADUs constructed or established on the same parcel or lot as an existing or proposed single-family dwelling shall be distinguished by utilizing the same address numbers as the primary dwelling followed by the letter “B”, then “C”, and so forth.

8. Exterior. ADUs or JADUs proposed in Master Planned Communities, areas regulated by Specific Plans, and any tract housing that obtained approval by the Board of Architectural Review shall substantially conform to the originally approved design elements, such as building materials, architectural style, roof pitch, height, scale, exterior colors and finishes.

9. Vehicular Door. A garage converted to an accessory dwelling unit shall include removal of garage door(s), which shall be replaced with architectural features, including walls, doors, windows, trim, and accent details.

10. Lighting Restrictions. Any lighting associated with an ADU or JADU shall be shielded or down-lit and shall not shine onto adjoining properties, while meeting the minimum building code.

11. Landscaping. No less than 20 percent of the lot shall be landscaped. All areas of the site that are not utilized for buildings, patios, parking, pedestrian or vehicular access shall be landscaped and provided with a permanent irrigation system. The front yard shall be landscaped, exclusive of walkways and driveways. As site conditions allow, and concurrent with each newly established ADU or JADU, a minimum of one (1) tree of not less than (5) gallon size stock, shall be planted upon the same parcel or lot as the ADU or JADU. Upon request, the Zoning Administrator shall provide property owners with a pre-approved list of acceptable tree species. The removal or loss of any tree in conjunction with an ADU or JADU shall be replaced with three (3) or more trees of the same species using at least (5) gallon size stock, as determined by the Zoning Administrator, and comply with the requirements of Chapter 8.54.040.

12. Private Open Space/Patios and Decks. Each ADU or JADU shall have a deck or a patio, directly adjoining individual units. The minimum private open space required for each unit shall be no less than 96 square feet with a minimum width of six feet (6') for a deck/patio and eight feet (8') for landscaped area.

F. Use requirements. ADUs and JADUs shall comply with the following:

1. Short-term rental prohibited. Any rental term of an ADU or JADU that was legally created on or after January 1, 2017 shall be longer than 30 days.
2. Sale of units. The accessory dwelling unit may not be sold separately from the existing single-family home or multifamily dwelling.
3. Driveway. A new driveway approach or curb cut, if needed, for an ADU or JADU, may require a separate encroachment permit from the Engineering Dept.

G. ~~F~~ Off-street parking requirements. At least one off-street paved parking space shall be provided for an accessory dwelling unit, ~~in addition to the parking required for~~

~~the primary dwelling by Chapter 17.34 (Parking and Loading). The parking space shall comply with the location and design requirements of Chapter 17.34, except that off-street parking spaces designated for residential second units may be located within the required interior side or rear property setback areas or in a tandem parking configuration in compliance with Chapter 17.34 (Off-Street Parking).~~ unless one or more of the following conditions apply:

1. ADU is located within one-half mile walking distance of public transit.
2. The accessory dwelling unit is located within an architecturally and historically significant historic district.
3. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
5. When there is a car share vehicle located within one block of the accessory dwelling unit.
6. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU, or converted to an ADU, those off-street parking spaces are not required to be replaced.

H. Processing. The City shall provide an approval or denial of ADU and/or JADU applications within (60) sixty-days from the date such application is deemed complete. The City shall deem ADU applications complete that include all of the information and materials required in the application submittal checklist, comply with the provisions of this chapter, and include full payment of applicable review fees. Complete applications shall be considered ministerial, without discretionary review or a hearing, unless:

1. The applicant requests a processing delay, in which case the (60) sixty-day time period is tolled for the period of the requested delay; or
2. The permit application for an ADU or JADU is submitted along with a permit application to create a new primary dwelling on the same parcel or lot, the City

may delay acting on the ADU or JADU application until the City permits the new primary dwelling.

I. Contents of Applications. An ADU and/or JADU application shall include the following:

1. Completed Residential Building Permit Application;
2. Completed Monterey Peninsula Water Management District (MPWMD) residential water release form and permit application.
3. Plan Set - Signed and Dated (If Required). A Single PDF file containing all plan sheets, 24"x 36" minimum size, to include:
 - a. COVER SHEET: Project address; assessor parcel number; legal property owner's name, address, phone Number; plan preparer's title and license number (If Applicable), address, phone number; scope of work identifying all work proposed, clearly showing existing and proposed work and descriptions; applicable CA codes and regulations, California Building or Residential Code, Electrical, Mechanical, Plumbing, Energy, Fire, Green Building Codes and City of Seaside Municipal Code; project data, property type, type of construction, occupancy classification, square footage of existing/remodeled/new proposed structure(s) and addition(s), overall building height, fire sprinkler (Yes / No), number of stories; sheet index; deferred submittal list – trusses, sprinklers, etc. (If Applicable); special inspections noted (If Required);
 - b. SITE PLAN: North arrow; scale; setbacks; lot dimensions; property boundaries; street names; new and existing structures; building footprint and roofline with all projections dimensioned to property lines; gates; walls; fences; driveways; walks; easements; utilities; meter locations; Cal Green Mandatory Measures Checklist legibly reproduced on the plans; site improvements, including grading, drainage, and landscape irrigation;
 - c. DEMOLITION PLAN (if Applicable): Showing any existing structure(s), or portion(s) of a structure to be removed with floor plan(s) and framing details;
 - d. FLOOR PLAN (Existing/Proposed): Drawn to scale, dimensioned, rooms labeled, doors and window types, sizes, schedules; framing details;
 - e. EXTERIOR ELEVATIONS: All sides of the exterior of the building; existing & proposed exterior wall finishes and special finishes; roof materials and roof pitches; door, window, skylight, and other openings, locations, materials, and

configurations; vertical dimensions showing the height of structure(s) and heights of finished floors; locations and extent of shear walls, let-in bracing, or other methods of shear transfer;

f. FOUNDATION PLAN: Detailed and dimensioned, slabs and foundations for garages, patios, breezeways, driveways, walks; footings, piers, slabs, grade beams, retaining walls (sizes and locations); hold-downs, connections of new foundations to existing foundations; any special construction required by structure, site conditions, or expansive soils; required compressive strength of concrete; crawl access openings and screened vents under raised wood floors; North arrow;

g. ROOF FRAMING PLAN: Size and spacing of beams, rafters, headers, trusses, roof openings; layout of roof sheathing; nailing; North arrow;

h. STRUCTURAL CALCULATIONS: Signed and dated; CRC Braced Walls or CBC Shear Walls; schedule (If Modified); Soils Report (If Applicable), signed and dated;

i. PLUMBING, MECHANICAL, ELECTRICAL PLANS: Location of new or existing mechanical equipment serving the added or altered area; electrical plan with receptacles, lighting and panel schedule (If Modified); gas line diagram and calculations (If Modified); Energy Certificate of Compliance Forms reproduced on plan sheets; and

j. MPUSD release for any payment of school district fees.

SECTION 3.

The City Manager is directed to execute all documents and to perform all other necessary City acts to implement effect this Ordinance.

SECTION 4. SEVERABILITY.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable.

- B. The City Council hereby declares that it would have each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED at a regular meeting of the City Council of the City of Seaside duly held on the ____ day of ____ 2021 and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ____ day of ____ 2021 by the following roll call vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon,
City Attorney

Summary of State ADU Legislation

Accessory Dwelling Unit Legislation 2016-2020		
Bill Number	Date Enacted	Summary of ADU Changes
SB 1069	01/01/2017	• Reduced parking to once space per bedroom or unit • Allowed off-street parking to be tandem or in setback areas • Eliminate Parking requirements if ADU meets the following: ○ 1/2 mile from public transit ○ part of an existing residence or existing accessory structure ○ within one block of a car share ○ in an area where on-street permits are required but not offered to the ADU • Prohibits agencies from requiring new or separate utility connections • Prohibits agencies from charging new connection fees when located within an existing residence or accessory structure • Requires agencies to charge fees must be proportionate to the burden of services • Fire sprinklers not required if they are not required in the primary residence. • Total prohibition not permitted unless jurisdiction extreme hardship (i.e. lack of water, sewer capacity)
AB 2299	01/01/2017	• A municipality must approve an ADU through a building permit if comply with the following: ○ lot is zoned for SFR or MFR uses and contains and existing SFR ○ ADU is either attached to the existing unit, or located within the living area of the existing unit or detached on the same lot ○ increased floor area of an ADU does not exceed 50% of the existing living area of an SFR with a max. 1,200 sf • Elimination of setback requirements for an existing garage that is converted into an ADU
AB 2406	01/01/2017	• Allows for Junior ADUs to be developed, when an ordinance is adopted that are under 500 square feet in size and completely contained within an existing residential unit with the following requirements: ○ 1 JADU per SFR zoned lot with an existing residence ○ Primary unit or JADU must be owner occupied ○ Entirely within residential structure and have its own separate entrance ○ May share bath with primary unit or have its own bath ○ Prohibits parking as a condition of a permit ○ Prohibits connection fees from being charged
SB 229	01/01/2018	• Allows for ADUS in single family and multi-family residential zones that allow residential uses • Allows for replacement parking anyone on the lot where a garage, carport, or covered parking structure is converted into an ADU • Requires municipalities to submit ADU regulations to HCD for review and approval
AB 494	01/01/2018	• ADUs may not be sold separately, but can be rented • No setback is required if a portion of a garage is converted into an ADU

Accessory Dwelling Unit Legislation 2016-2020		
Bill Number	Date Enacted	Summary of ADU Changes
		• One parking space per bedroom or unit, whichever is less • An accessory structure is defined as a studio, pool house, or other similar structure • Owner occupancy required for either the primary dwelling or ADU
AB 68	01/01/2020	• Eliminates lot size minimums, lot coverages • ADUs may be attached to, located within, an attached garage, storage area, accessory structures. • 60 Days to complete and issue a building permit with an existing structure • Eliminates Floor Area Ratio, open space requirements if they prohibit ADU construction • At minimum must allow at least 800 sf ADU • At minimum allow 16-ft height for an ADU • reduce side and rear yard setbacks to 4-feet • Junior ADU standards the same as ADU standards • Prohibits the outlawing of efficacy units
SB 13	01/01/2020	• Municipalities may not require owner occupation of either the primary dwelling or the ADU until 01/01/2025. • Additionally, agencies cannot impose impact fees on ADUs under 750 square feet.
AB 670	01/01/2020	• Repeals any HOA condition that "prohibits or unreasonably restricts" the construction of ADUs on single-family residential lots.
AB 671	01/01/2020	• Incentivize and promote the creation of affordable ADUs. The law also requires HCD to develop, by Dec. 31, 2020, a list of state grants and financial incentives for ADU development